Table of Contents

Agenda 5

IV-1. Development Agreement, Including Land Sales, Cox Machine Inc. (District VI)

Agenda Report No. IV-1 14

Form of Real Estate Purchase Agreement - Cox Machine 16

Form of Repurchase Agreement - Cox Machine 23

Development Agreement 30

IV-2. Termination of Development Agreement – Douglas and Hillside Redevelopment District. (District I)

Agenda Report No. IV-2 60

IV-3. 2016-2017 Third Program Year Action Plan Funding Recommendations.

Agenda Report No. IV-3 62

CDBG Allocation Spreadsheet 67

Supp Doc-AP Summary for Public Comment 68

IV-4. Design Concept and Funding for Improvements to Douglas and Hydraulic Intersection. (District I)

Agenda Report No. IV-4 81

Supporting Documents 83

Resolution No. 16-048 86

IV-5. General Obligation Note Sale.

Agenda Report IV-5 88

Note Resolution 16-049 89

Parity Bid Results - Series 278 128

IV-6. Repair or Removal of Dangerous and Unsafe Structure. (District I)

Agenda Report No. IV-6 130

Writeups 132

Summary Table Spreadsheet 135

V-1. ZON2015-00009 – CON2015-00008 – City Zone Change from Single-Family Residential to Two-Family Residential and a Conditional Use to Allow Multi-Family Residential Density on Property Generally Located West of North Arkansas Avenue and Northeast of the West 31st Street North - Mascot Avenue Intersection. (District VI)

Agenda Report No. V-1 136

Resolution No. 16-051 139

Ordinance No. 50-163 141

Background Information 142

VI-1. 2016 Flat Rent Schedule - Public Housing Program.

Agenda Report No VI-1 159

VIII-1. City Council Policy 35: City Council Airport Parking Card Policy.

Agenda Report No. VIII-1 161

City Council Policy 162
II-1. Report of Board of Bids and Contracts dated March 7 and 14, 2016.
March 7th and 14th Board of Bids 163
II-3. Preliminary Estimates.
Agenda Report No. II-3 214
II-4a. Petition for Drainage Improvements to Serve Tallgrass East Commercial Addition. (District II)
Agenda Report No. II-4a 220
Resolution No. 16-052 221
Supporting Documents 225
II-4b. Revised Petition for Paving Improvements to Serve Estancia Commercial Addition. (District V)
Agenda Report No. II-4b 235
Resolution No. 16-053 236
Supporting Document 239
II-5a. Community Event Food Trucks at the Fountains. (District I)
Agenda Report No. II-5a 248
II-6a. Supplemental Agreement No. 2 for Improvements to Pawnee Bridge at the Arkansas River. (Districts III and IV)
Agenda Report No. II-6a 249
SA No 2 250
II-6b. Water and Sewer Master Plan Projects.
Agenda Report No. II-6b 254
Master Plan Agreement 256
II-7a. Supplemental Design Agreement No.1 for 2015 Biennial Bridge Inspections.
Agenda Report No. II-7a 276
SA No. 1 277
II-8a. Partial Acquisition of 2 Crestview Lakes Drive for the 21st and Oliver Intersection Project. (District I)
Agenda No. II-8a 281
Supporting Documents 282
II-8b. Partial Acquisition of 11 Crestview Lakes Drive for the 21st and Oliver Intersection Project. (District I)
Agenda No. II-8b 286
Supporting Document 287
II-10. Acquisition of a Portion of 629 South Maize Court Located Within a Federally Regulated Floodway. (District IV)
Agenda Report No. II-10 291
Quit Claim Deed 292
Aerial Map 293
II-11. Agreement Between the City of Wichita and the Kansas State Historic Preservation Officer for Performance of Project Reviews Under K.S.A. 1995 Supp. 75-2724.
Agenda Report No. II-11 294

2015-20 CLG Programmatic Agreement 295

II-12. Amending Resolution for Paving Improvements to Serve Brentwood South Addition. (District II)

Agenda Report No. II-12 297

Resolution No. 16-054 298

Signed Resolution. 301

II-13. Contracts and Agreements for February 2016.

Agenda Report No. II-13 304

II-14. Funding for 2016 Water Mains for Future Development Projects.

Agenda Report No. II-14 305

Supporting Documents 306

Resolution No. 16-055 312

NOI 16-055 314

II-15. Funding for Improvements to 21st Street North and Oliver Intersection. (District I)

Agenda Report No. II-15 315

Supporting Documents 316

Resolution No. 16-056 319

II-16. Paving Improvements to Serve Tyler's Landing 4th Addition. (District V)

Agenda Report No. II-16 321

Resolution No. 16-057 322

Supporting Documents 325

II-17. Sign Relocation at 2409 E. Pawnee for the Pawnee Avenue from Hydraulic Avenue to Poplar Drive Improvement Project. (District III)

Agenda Report No. II-17 333

Supporting Documents 334

II-18. Second Reading Ordinances.

Agenda Report No. II-18 338

II-19. *VAC2014-00041 - Request to Vacate a Portion of a Platted Reserve and Amend the Plattor's Text on Property Generally Located South of East 13th Street North on the East Side of North Greenwich Road. (District II)

Agenda Report No. II-19 340

Vacation Order 342

II-20. *VAC2015-00041 - Request to Vacate a Portion of a Platted Front Setback on Property Generally Located Midway between North Tyler and North Ridge Roads, South of West Central Avenue South on the East Side of North Woodchuck Lane. (District V)

Agenda Report No. II-20 344

Vacation Order 346

II-21. *VAC2015-00061 - Request to Vacate a Portion of Public Street Right-of-Way Generally Located West of South West Street, Between West Harry Street and West Walker Avenue. (District IV)

Agenda Report No. II-21 348

Vacation Order 350
Supporting Documents 352
II-22. *VAC2015-00063 - Request to Vacate a Portion of a Platted Drainage-Utility Easement on Property Generally Located West of North 159th Street East, South of East Central Avenue, on the East side of Timberridge Circle. (District II)
Agenda Report No. II-22 356
Vacation Order 358
II-23. *DED2015-00018 Dedication of Utility Easement Located West of North Webb Road, North of East 37th Street North. (District II)
Agenda Report No. II-23 360
DED2015 18 -support doc 361
II-24. *SUB2015-00043 -- Plat of Kalb Addition Located North of West 13th Street North, on the East Side of North 167th Street West. (County)
Agenda Report No. II-24 363
Supporting Documents 365
II-25. *ZON2015-00053 – Zone Change from SF-5 Single-family Residential to TF-3 Two-family Residential, Generally Located North of West 9th Street North and East of North Hoover Road, 5402 West 9th Street North. (District VI)
Agenda Report No. II-25 374
Ordinance No. 50-164 376
Background Information 377
II-26. *A16-01 - Request by Sherwood Construction Company to Annex Lands Generally Located One-Quarter Mile South of West U.S. 54 Highway on the East Side of South 135th Street West. (District IV)
Agenda Report No. II-26 383
Ordinance No. 50-165 385
Mapsheet 387
II-27. *Public Housing Admissions and Continued Occupancy Plan Revisions.
Agenda Report No. II-27 388
Proposed ACOP Revisions 389
II-28. *Revisions to the City of Wichita Housing Authority Dwelling Lease Agreement - Public Housing Program.
Agenda Report No. II-28 392
Proposed Lease Revisions 393
II-29. *Ridge Road and Harry Street Utility Extensions - Supplemental Agreement No. 1 - Wichita Dwight D. Eisenhower National Airport.
Agenda Report No. II-29 404
Ridge-Harry Utilities SA 1 405

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. March 15, 2016

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of regular meeting on March 1, 2016

AWARDS AND PROCLAMATIONS

-- Proclamation:

AKA Sorority

-- Distinguished Service Award:

Terryl A. Pajor

I. PUBLIC AGENDA

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

1. Dan Vorst - Issues with current bus service.

2. Brent Thomas, Wichita Parks Foundation (WPF) - Introduction of new WPF board members and update on Kansas Wildlife Exhibit renovations.

3. Ben Lee - Guns, gangs, and violence.

4. Harold Schlechtweg - Suggestions for amending the Wichita/Sedgwick County Economic Development Policy to better address issues of unemployment, under-employment and low wages in Wichita's most distressed neighborhoods.

II. CONSENT AGENDA ITEMS 1 THROUGH 29

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Development Agreement, Including Land Sales, Cox Machine Inc. (District VI)

   RECOMMENDED ACTION: Approve the Development Agreement, including the land sales, subject to the terms and conditions detailed therein and authorize the necessary signatures.

2. Termination of Development Agreement – Douglas and Hillside Redevelopment District. (District I)

   RECOMMENDED ACTION: Terminate the Development Agreement between the City of Wichita, Loveland Properties, LLC, College Hill Urban Village LLC and CHUV Inc.; direct staff to issue an RFP to sell and develop the remaining parcels; direct staff to pay property one year of property taxes and direct the Law Department to seek repayment of property taxes and TIF shortfall.

3. 2016-2017 Third Program Year Action Plan Funding Recommendations.

   RECOMMENDED ACTION: Approve the funding recommendations for the Annual Action Plan and authorize the required 30-day public review and comment period for the proposed Plan.

4. Design Concept and Funding for Improvements to Douglas and Hydraulic Intersection. (District I)

   RECOMMENDED ACTION: Approve the design concept and budget, and adopt the resolution.

5. General Obligation Note Sale.

   RECOMMENDED ACTION: 1) Ratify the award of the bid by the City Manager for the Notes; 2) adopt the Note Resolution; and 3) authorize the necessary signatures.

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

6. Public Hearing: Repair or Removal of Dangerous and Unsafe Structures. (District I)

Property Address	Council District
a. 1621 N. Chautauqua Ave.	I

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of March 15, 2016; (2) the structure has been secured as of March 15, 2016 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of March 15, 2016, as will be so maintained during renovation.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

1. ZON2015-00009 – CON2015-00008 – City Zone Change from Single-Family Residential to Two-Family Residential and a Conditional Use to Allow Multi-Family Residential Density on Property Generally Located West of North Arkansas Avenue and Northeast of the West 31st Street North - Mascot Avenue Intersection. (District VI)

RECOMMENDED ACTION: Concur with the findings of the MAPC and approve the zoning, subject to platting within a year of approval by the governing body and the DAB's October 21, 2015, recommendation on the conditional use (requires six votes to overturn the protests); instruct the Planning Department to forward the resolution for adoption and withhold publication of the ordinance until it is forwarded for first reading when the plat is forwarded to the City Council.

HOUSING AGENDA

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

Carole Trapp Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

1. 2016 Flat Rent Schedule - Public Housing Program.

RECOMMENDED ACTION: Approve the 2016 Flat Rent schedule for the Public Housing Program.

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. City Council Policy 35: City Council Airport Parking Card Policy.

   RECOMMENDED ACTION: Authorize City Council Policy 35: City Council Airport Parking Card Policy.

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 29)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated March 7 and 14, 2016.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renew	2016	(Consumption on Premises)
Amalia Urena	El Jalisco Restaurant**	627 East 47 South
Alfred Adelmaseh	Shesha Lounge**	26289 East 21 North

Renew	2016	(Consumption off Premises)
Terrance Moss	Quik Trip #327***	12825 East 21st North
Martha A. Vasquez	Super Del Centro***	2425 South Hillside SU300

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

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

3. Preliminary Estimates:
   a. List of Preliminary Estimates.

   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Petition for Drainage Improvements to Serve Tallgrass East Commercial Addition. (District II)
   b. Revised Petition for Paving Improvements to Serve Estancia Commercial Addition. (District V)

   RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Consideration of Street Closures/Uses:
   a. Community Event Food Trucks at the Fountains. (District I)

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

6. Agreements/Contracts:
   a. Supplemental Agreement No. 2 for Improvements to Pawnee Bridge at the Arkansas River. (Districts III and IV)
   b. Water and Sewer Master Plan Projects.

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

7. Design Services Agreements:
   a. Supplemental Design Agreement No.1 for 2015 Biennial Bridge Inspections.

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

8. Property Acquisitions:
   a. Partial Acquisition of 2 Crestview Lakes Drive for the 21st and Oliver Intersection Project. (District I)
   b. Partial Acquisition of 11 Crestview Lakes Drive for the 21st and Oliver Intersection Project. (District I)

   RECOMMENDED ACTION: Approve budgets and contracts and authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions:

   Wichita Transit Advisory Board, January 15, 2016
   Police and Fire Retirement System, January 27, 2016
   Wichita Employees' Retirement System, December 16, 2015

   RECOMMENDED ACTION: Receive and file.

10. Acquisition of a Portion of 629 South Maize Court Located Within a Federally Regulated Floodway. (District IV)

    RECOMMENDED ACTION: Accept the dedication and authorize any necessary signatures.

11. Agreement Between the City of Wichita and the Kansas State Historic Preservation Officer for Performance of Project Reviews Under K.S.A. 1995 Supp. 75-2724.

    RECOMMENDED ACTION: Authorize the City Manager to sign the Programmatic Agreement.

12. Amending Resolution for Paving Improvements to Serve Brentwood South Addition. (District II)

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

13. Contracts and Agreements for February 2016.

    RECOMMENDED ACTION: Receive and file.

14. Funding for 2016 Water Mains for Future Development Projects.

    RECOMMENDED ACTION: Approve the project and construction locations, adopt the resolution, and authorize the necessary signatures

15. Funding for Improvements to 21st Street North and Oliver Intersection. (District I)

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

16. Paving Improvements to Serve Tyler's Landing 4th Addition. (District V)

    RECOMMENDED ACTION: Approve the revised petition and revised estimate, approve acceptance of the lowest bid, adopt the amending resolution, and authorize the necessary signatures.

17. Sign Relocation at 2409 E. Pawnee for the Pawnee Avenue from Hydraulic Avenue to Poplar Drive Improvement Project. (District III)

    RECOMMENDED ACTION: Approve the budget and authorize any necessary signatures.

18. Second Reading Ordinances: (First Read March 1, 2016)

    RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

19. *VAC2014-00041 - Request to Vacate a Portion of a Platted Reserve and Amend the Plattor's Text on Property Generally Located South of East 13th Street North on the East Side of North Greenwich Road. (District II)

    RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

20. *VAC2015-00041 - Request to Vacate a Portion of a Platted Front Setback on Property Generally Located Midway between North Tyler and North Ridge Roads, South of West Central Avenue South on the East Side of North Woodchuck Lane. (District V)

    RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

21. *VAC2015-00061 - Request to Vacate a Portion of Public Street Right-of-Way Generally Located West of South West Street, Between West Harry Street and West Walker Avenue. (District IV)

    RECOMMENDED ACTION: Approve the Vacation Order, the dedication of a drainage-utility easement by separate instrument and the covenant (simple majority of four votes required) and authorize the necessary signatures.

22. *VAC2015-00063 - Request to Vacate a Portion of a Platted Drainage-Utility Easement on Property Generally Located West of North 159th Street East, South of East Central Avenue, on the East side of Timberridge Circle. (District II)

    RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

23. *DED2015-00018 Dedication of Utility Easement Located West of North Webb Road, North of East 37th Street North. (District II)

    RECOMMENDED ACTION: Accept the Dedication.

24. *SUB2015-00043 -- Plat of Kalb Addition Located North of West 13th Street North, on the East Side of North 167th Street West. (County)

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

25. *ZON2015-00053 – Zone Change from SF-5 Single-family Residential to TF-3 Two-family Residential, Generally Located North of West 9th Street North and East of North Hoover Road, 5402 West 9th Street North. (District VI)

    RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the requested Zone Change and place the ordinance on the first reading (simple majority vote).

26. *A16-01 - Request by Sherwood Construction Company to Annex Lands Generally Located One-Quarter Mile South of West U.S. 54 Highway on the East Side of South 135th Street West. (District IV)

    RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

II. CONSENT HOUSING AGENDA ITEMS

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

Carole Trapp, Housing Member is also seated with the City Council.

27. *Public Housing Admissions and Continued Occupancy Plan Revisions.

    RECOMMENDED ACTION: Approve revisions to the Public Housing (ACOP).

28. *Revisions to the City of Wichita Housing Authority Dwelling Lease Agreement - Public Housing Program.

    RECOMMENDED ACTION: Review and approve the proposed revisions to the City of Wichita Housing Authority Dwelling Lease Agreement for the Public Housing Program.

II. CONSENT AIRPORT AGENDA ITEMS

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

29. *Ridge Road and Harry Street Utility Extensions - Supplemental Agreement No. 1 - Wichita Dwight D. Eisenhower National Airport.

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

Agenda Item No. IV-1

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Development Agreement, Including Land Sales (Cox Machine Inc.) (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the Development Agreement, including the land sale, subject to the terms and conditions detailed therein, and authorize the necessary signatures.

Background: Cox Machine, Inc. (Cox), located at 5338 W. 21st Street N. in northwest Wichita, approached the City in the summer of 2015 about the possible sale of City-owned land across from its existing facility. The City issued a Request for Proposals for the site and Cox was the only respondent. The company has submitted an offer and is requesting approval of a Development Agreement which identifies the manner in which the company may acquire land from the City.

Cox is in the Advanced Manufacturing cluster of the Blueprint for Regional Economic Growth (BREG) and is a main supplier to another BREG cluster, Aerospace.

Analysis: Cox Machine, Inc., founded in 1954, manufactures high quality parts for the aerospace industry. Customers include Raytheon, Boeing, Bombardier, Cessna, Northrop, Lockheed Martin, Middle River, and the U.S. Government. Cox Machine exports 96% of its production outside of the state of Kansas.

Cox currently occupies 73,400 square feet of manufacturing and office space near 21st Street N. and Zoo Boulevard and employs 176 people in Wichita. The company has outgrown its current facility and has no room to expand on its existing land. Due to demand for its products, Cox has a need for additional facilities to accommodate new jobs.

Across 21st Street from the Cox facility is 82 acres owned by the City that was acquired for a future wastewater treatment facility. Cox inquired about the ability of the City to split 10 acres off of the total directly across from its facility. City staff and an external engineering firm reviewed the site layout for the wastewater treatment facility and determined it was feasible.

The City issued a Request for Proposal (RFP) in December 2015 to offer the site to the public, including real estate developers and brokers. At the conclusion of the RFP period, the only offer received was from Cox.

Cox has offered to acquire the property in two phases, as defined in the attached Development Agreement. In the first phase, Cox would acquire approximately five acres of land for $1.50 per square foot. The company would be required to begin construction of a minimum of 50,000 square feet of manufacturing space within eight months of closing on the property. Within 18 months of the closing, the company is required to have the building substantially completed at a cost of not less than $1,500,000 and be operating a portion of the business from this facility. It is anticipated that this expansion could accommodate 50 new employees.

The company would have an option to purchase the second five acres if certain conditions have been met. The conditions would have to be met within six and one-half years from the closing on the first five acres (18 months for construction and a five-year option period). The purchase price for the second five acres would be $1.50 per square foot increased by the percentage change in the All Item Consumers Price Index from

September 2015 (237.945) to the last month the Index was published prior to the company exercising the option.

To be able to exercise its option, the company will be required to have built at least 100,000 square feet of new manufacturing space and added 100 net new jobs to its existing 176. If the company exercises its option, it would be required to begin vertical construction within eight months and achieve substantial completion within 18 months.

During the term of both phases, if the company fails to begin vertical construction within eight months of closing, the City has the option to repurchase the land for the price paid by the company. If the company fails to achieve substantial completion with 18 months of closing, the City has an option to repurchase the property at the price paid by the company, exclusive of any improvements made by the company.

Cox is projecting it could have 200,000 new square feet as a result of this expansion and as many as 200 net new jobs.

Financial Considerations: The City would receive approximately $326,700 for the first five acres. If Cox purchases the second five acres, the City would a comparable amount adjusted by the Consumer Price Index. The proceeds will be distributed to the fund which was utilized to acquire the land.

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

Recommendations/Actions: It is recommended that City Council approve the Development Agreement, including the land sale, subject to the terms and conditions detailed therein, and authorize necessary signatures.

Attachments: Development Agreement, Form of the Real Estate Purchase Contract, Form of the Repurchase Contract

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT ("**Contract**") is made and entered into as of [_____, 20__] (the "**Effective Date**") by and among the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas ("**Seller**"), and **COX MACHINE, INC.**, a Kansas corporation ("**Purchaser**").

RECITALS

A. Purchaser and Seller have entered into that certain Development Agreement (the "**Development Agreement**") dated [_____, 2016] concerning the Purchaser's plans to develop the Property.

B. Subject to the terms of the Development Agreement and this Contract, Purchaser desires to purchase and Seller desires to sell the Property.

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

AGREEMENT

Section 1. Purchase and Sale of Property. Purchaser agrees to purchase and Seller agrees to sell the real property generally described on ***Schedule 1*** attached hereto, including improvements and fixtures thereon or attached thereto, together with all easements and other rights and appurtenances thereto (the "**Property**").

Section 2. Purchase Price. The purchase price for the Property is [$_____] (the "**Purchase Price**"). Purchaser agrees to pay an earnest money deposit in the amount of _[$_____] (the "**Deposit**") with the Title Company (as defined below) within three (3) business days after the Effective Date. The Deposit will be applied to the Purchase Price at Closing, the balance of the Purchase Price (subject to credits and prorations pursuant to this Contract) will be paid in immediately available funds at Closing.

Section 3. Condition of Property. The Property is being sold in its "as-is" and "where-is" condition and Seller makes no representation or warranty, express or implied, to Purchaser regarding the value, profitability, merchantability, fitness, environmental or physical condition, or usefulness of the Property. The Purchase Price was bargained on the basis of an "as is, where is" transaction and reflects the agreement of the parties that there are no representations, disclosures, or express or implied warranties, except for the warranty of title stated in the closing documents.

Section 4. Inspection Period. Purchaser will have [_____] days after the Effective Date (such period herein the "**Inspection Period**") in which to inspect the Property and otherwise conduct diligence in Purchaser's sole discretion to verify if Purchaser desires to acquire the property. All such inspections and testing will be conducted at Purchaser's sole cost and expense. If Purchaser is not satisfied for any reason with the Property, or otherwise elects to not acquire the Property, then Purchaser will have the right to terminate this Contract by delivering to Seller written notice of the termination on or before the expiration of the Inspection Period, and Purchaser shall receive a prompt return of the Deposit.

Section 5. Evidence of Title. Purchaser may obtain a title insurance commitment from the Title Company ("**Title Commitment**") for an ALTA extended coverage form owner's policy, committing to

insure a marketable fee simple title in Purchaser upon the recording of the deed in the amount of the Purchase Price. Purchaser will have until expiration of the Inspection Period to notify Seller in writing of any objections to the title of the Property or any matters shown in any survey Purchaser may obtain. If any title or survey objections are not cured by Seller (or Seller has not irrevocably committed in writing to cure by Closing) before five (5) days prior to Closing, Purchaser may, at its option, terminate this Contract upon written notice to Seller and the Deposit shall be returned to Purchaser, or Purchaser may waive the objections (in writing only) and proceed to Closing.

Section 6. Conditions to Closing. The rights and obligations of the parties under this Contract are conditioned upon, and neither party will be required to consummate the transactions contemplated hereby until, the satisfaction of all of the following conditions:

(a) The Property is zoned "Limited Industrial" or "Industrial Park" prior to the Closing Date. Purchaser will pay all costs and expenses associated with a required zoning change.

(b) The Purchaser obtains a building permit for a structure that will meet the requirements set forth in the Development Agreement regarding the facility to be built upon the Property.

Section 7. Closing.

(a) This transaction will close (the "**Closing**") on or before [_____] (the "**Closing Date**") at [_____] (the "Title Company"). Upon Closing, Seller will deliver possession of the Property to Purchaser.

(b) At Closing, Seller will execute and deliver to the Title Company:

(i) a Special Warranty Deed, subject to matters of record shown in the Title Commitment, to which Purchaser did not object, or to which Purchaser waived its objection, as well as the City's limited repurchase rights and the standard restriction on casino use as required by City Code;

(ii) all other documents reasonably necessary to complete the Closing as required by the Title Company or Purchaser; and

(iii) all documents necessary to cure any title or survey objections that Seller committed in writing to cure by Closing.

(c) At Closing, Purchaser will deliver to the Title Company:

(i) immediately available funds sufficient to satisfy its obligations under this Contract; and

(ii) all other documents necessary to complete the Closing as required by the Title Company.

(d) Purchaser will pay all costs and charges of the Title Company associated with the Closing, the Title Commitment, the Owner's Title Policy premium, recording of the deed, and any survey.

Section 8. Prorations. At or before Closing, Seller will pay all taxes, assessments, utilities and other charges that accrue prior to and including the date of Closing. Purchaser will pay all taxes, assessments, utilities and other charges allocable to the Property from and after the Closing Date.

Section 9. Default and Remedies. If Seller defaults and such default continues more than five (5) days after Purchaser delivers written notice to Seller of such default, Purchaser may (i) sue to specifically enforce this Contract, or (ii) terminate this Contract by written notice to Seller and promptly receive its Deposit back. If Purchaser defaults and such default continues more than five (5) days after Seller delivers written notice to Purchaser of such default, Seller may terminate this Contract by written notice to Purchaser and retain the Deposit as liquidated damages.

Section 10. Entire Agreement and Manner of Modification. There are no oral agreements, understandings, representations or promises made by either party which modify, contradict or supersede this Contract. This Contract and the Development Agreement constitute the entire agreement of the parties concerning the Property. This Contract may be modified only by a written agreement signed by both parties. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof will constitute waiver of any such breach or any other covenant, duty, agreement, or condition.

Section 11. Miscellaneous. The parties acknowledge and agree that the following terms and conditions are a material part of this Contract:

(a) The parties represent and warrant to each other that no real estate broker or sales person has been involved in the transaction contemplated by this Contract, and each party agrees to hold the other harmless from the claim of any person or entity claiming a sales commission or similar right to payment by or through the indemnifying party.

(b) In the event either party is required to provide notice to the other party, such notice will be by hand delivery, telecopy transmission, registered or certified mail (return receipt requested) (with postage and other fees prepaid), or overnight delivery service. Notice will be deemed given: (a) when received if by hand delivery or telecopy transmission, (b) on the first (1st) business day following delivery to a national overnight courier service, or (c) on the fifth (5th) business day following it being mailed by registered or certified mail. Notice will be sent to the following addresses:

To the Seller:

City of Wichita
Attn: City Manager
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202

With a copy to:

City of Wichita
Department of Urban Development
Attention: Scot Rigby, Assistant City Manager & Director of Urban Development
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202

To the Purchaser:

Cox Machine, Inc.
Attn:_____
_____
Wichita, Kansas _____

With a copy to:

_____
_____
_____
_____

(c) This Contract will be governed by the laws of the State of Kansas.

(d) Any date for performance or deadline under this Contract that falls on a Saturday, Sunday or legal holiday will be deemed to be the date of the first business day thereafter.

(e) Time is of the essence for the performance of every obligation pursuant to this Contract.

(f) This Contract may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same agreement. Facsimile signatures of the parties hereto will be binding upon all of the parties hereto.

[Signatures on Following Pages]

CITY OF WICHITA, KANSAS

By:_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law
and City Attorney

COX MACHINE, INC.

By:_____
Name: _____
Title: _____

SCHEDULE 1

LEGAL DESCRIPTION OF PROPERTY

REPURCHASE CONTRACT

THIS REPURCHASE CONTRACT ("**Contract**") is made and entered into as of [____ _____, 20__] (the "**Effective Date**") by and among the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas ("**Purchaser**"), and **COX MACHINE, INC.**, a Kansas corporation ("**Seller**").

RECITALS

A. Purchaser and Seller have entered into that certain Development Agreement (the "**Development Agreement**") dated [_____, 2016] concerning the Seller's plans to develop the Property.

B. Seller failed to meet its requirements under the Development Agreement with respect to the Property.

C. Purchaser desires to purchase the Property from Seller, and pursuant to the Development Agreement, Seller is required to sell the Property to Purchaser.

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

AGREEMENT

Section 1. Purchase and Sale of Property. Purchaser agrees to purchase and Seller agrees to sell the real property generally described on ***Schedule 1*** attached hereto, including improvements and fixtures thereon or attached thereto, together with all easements and other rights and appurtenances thereto (the "**Property**").

Section 2. Purchase Price. The purchase price for the Property is [_____] (the "**Purchase Price**"), to be paid in immediately available funds at Closing. The parties hereto acknowledge that the Purchase Price is equal to the price paid for the Property by the Seller, exclusive of the cost of any improvements.

Section 3. Environmental Indemnity; Condition of Property. Seller will indemnify and hold the Purchaser harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses related to the environmental condition of the Property, including but not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Seller owns or has control of real property pursuant to any of its activities under the Development Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

Otherwise, the Property is being sold in its “as-is” and “where-is” condition and Seller makes no representation or warranty, express or implied, to Purchaser regarding the value, profitability, merchantability, fitness, or physical condition, or usefulness of the Property. The Purchase Price was bargained on the basis of an "as is, where is" transaction and reflects the agreement of the parties that there are no representations, disclosures, or express or implied warranties, except for the environmental indemnity and the warranty of title stated in the closing documents.

Section 4. Inspection Period. Purchaser will have [____] days after the Effective Date (such period herein the “**Inspection Period**”) in which to inspect the Property and otherwise conduct diligence in Purchaser’s sole discretion to verify if Purchaser desires to acquire the property. All such inspections and testing will be conducted at Purchaser’s sole cost and expense. If Purchaser is not satisfied for any reason with the Property, or otherwise elects to not acquire the Property, then Purchaser will have the right to terminate this Contract by delivering to Seller written notice of the termination on or before the expiration of the Inspection Period.

Section 5. Evidence of Title. Seller will obtain and deliver to Purchaser within ten days after the Effective Date a title insurance commitment from the Title Company (“**Title Commitment**”) for an ALTA extended coverage form owner’s policy, committing to insure a marketable fee simple title in Purchaser upon the recording of the deed in the amount of the Purchase Price. Purchaser will have until expiration of the Inspection Period to notify Seller in writing of any objections to the title of the Property or any matters shown in any survey Purchaser may obtain. Seller will cure all title defects required to restore title to its condition prior to the original conveyance of the Property from Purchaser to Seller. If any title or survey objections other than those required to be cured in accordance with the previous sentence are not cured by Seller (or Seller has not irrevocably committed in writing to cure by Closing) before five (5) days prior to Closing, Purchaser may, at its option, terminate this Contract upon written notice to Seller, or Purchaser may waive the objections (in writing only) and proceed to Closing.

Section 6. Closing.

(a) This transaction will close (the “**Closing**”) on or before [_____] (the “**Closing Date**”) at [_____] (the “Title Company”). Upon Closing, Seller will deliver possession of the Property to Purchaser.

(b) At Closing, Seller will execute and deliver to the Title Company:

(i) a Special Warranty Deed, subject to matters of record shown in the Title Commitment, to which Purchaser did not object, or to which Purchaser waived its objection;

(ii) all other documents reasonably necessary to complete the Closing as required by the Title Company or Purchaser; and

(iii) all documents necessary to cure any title or survey objections that Seller committed in writing to cure by Closing.

(c) At Closing, Purchaser will deliver to the Title Company:

(i) immediately available funds sufficient to satisfy its obligations under this Contract; and

(ii) all other documents necessary to complete the Closing as required by the Title Company.

(d) Seller will pay all costs and charges of the Title Company associated with the Closing, the Title Commitment, the Owner's Title Policy premium, recording of the deed, all other costs to meet all requirements of Seller made by the Title Company, and all other documents, fees or expenses to cure any title or survey objections.

(e) At the option of the Purchaser, Seller shall deliver to Purchaser assignments of the construction contracts for any improvements in process at the time of the Closing and any related performance bonds.

Section 8. Prorations. At or before Closing, Seller will pay all taxes, assessments, utilities and other charges that accrue prior to and including the date of Closing. Purchaser will pay all taxes, assessments, utilities and other charges allocable to the Property from and after the Closing Date.

Section 9. Default and Remedies. If Seller defaults and such default continues more than five (5) days after Purchaser delivers written notice to Seller of such default, Purchaser may (i) sue to specifically enforce this Contract, or (ii) terminate this Contract by written notice to Seller. If Purchaser defaults and such default continues more than five (5) days after Seller delivers written notice to Purchaser of such default, Seller may terminate this Contract by written notice to Purchaser as its sole remedy.

Section 10. Entire Agreement and Manner of Modification. There are no oral agreements, understandings, representations or promises made by either party which modify, contradict or supersede this Contract. This Contract and the Development Agreement constitute the entire agreement of the parties concerning the Property. This Contract may be modified only by a written agreement signed by both parties. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof will constitute waiver of any such breach or any other covenant, duty, agreement, or condition.

Section 11. Miscellaneous. The parties acknowledge and agree that the following terms and conditions are a material part of this Contract:

(a) The parties represent and warrant to each other that no real estate broker or sales person has been involved in the transaction contemplated by this Contract, and each party agrees to hold the other harmless from the claim of any person or entity claiming a sales commission or similar right to payment by or through the indemnifying party.

(b) In the event either party is required to provide notice to the other party, such notice will be by hand delivery, telecopy transmission, registered or certified mail (return receipt requested) (with postage and other fees prepaid), or overnight delivery service. Notice will be deemed given: (a) when received if by hand delivery or telecopy transmission, (b) on the first (1st) business day following delivery to a national overnight courier service, or (c) on the fifth (5th) business day following it being mailed by registered or certified mail. Notice will be sent to the following addresses:

To the Purchaser:

City of Wichita
Attn: City Manager

City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202

With a copy to:

City of Wichita
Department of Urban Development
Attention: Scot Rigby, Assistant City Manager & Director of Urban Development
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202

To the Seller:

Cox Machine, Inc.
Attn:_____
_____
Wichita, Kansas _____

With a copy to:

_____
_____
_____
_____

(c) This Contract will be governed by the laws of the State of Kansas.

(d) Any date for performance or deadline under this Contract that falls on a Saturday, Sunday or legal holiday will be deemed to be the date of the first business day thereafter.

(e) Time is of the essence for the performance of every obligation pursuant to this Contract.

(f) This Contract may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same agreement. Facsimile signatures of the parties hereto will be binding upon all of the parties hereto.

[Signatures on Following Pages]

CITY OF WICHITA, KANSAS

By:_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law
and City Attorney

COX MACHINE, INC.

By:_____
Name: _____
Title: _____

SCHEDULE 1

LEGAL DESCRIPTION OF PROPERTY

Gilmore &Bell
03/02/2016

DEVELOPMENT AGREEMENT

between the

CITY OF WICHITA, KANSAS

and

COX MACHINE, INC.

Dated as of [_____], 2016

DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION; TERM OF AGREEMENT

Section 1.01. Definitions of Words and Terms 1
Section 1.02. Rules of Construction 3
Section 1.03. Term of Agreement 3

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of the City 3
Section 2.02. Representations of the Developer 4
Section 2.03. Conditions to the Effective Date of this Agreement 6

ARTICLE III

DEVELOPMENT OF PARCEL A

Section 3.01. Purchase of Parcel A. 6
Section 3.01. Parcel A Facility. 6
Section 3.03. Parcel A Facility Cost. 7
Section 3.04. City Review. 7
Section 3.05. Design of the Parcel A Facility. 7
Section 3.06. Construction Plans. 7
Section 3.07. Construction Permits and Approvals; Performance Bonds 7
Section 3.08. Continuation and Completion. 8
Section 3.09. No Waiver. 8
Section 3.10. Operation of Parcel A Facility. 8
Section 3.11. Covenant for Non-Discrimination. 8
Section 3.12. City's Right to Repurchase. 8
Section 3.13. Expansion of Parcel A Facility. 9

ARTICLE IV

DEVELOPMENT OF PARCEL B

Section 4.01. Option to Purchase Parcel B. 9
Section 4.02. Exercise of Parcel B Option. 9
Section 4.03. Parcel B Facility. 9
Section 4.04. Parcel B Facility Cost. 10
Section 4.05. City Review. 10
Section 4.06. Design of the Parcel B Facility. 10
Section 4.07. Construction Plans. 10

Section 4.08. Construction Permits and Approvals; Performance Bonds.....11
Section 4.09. Continuation and Completion.....11
Section 4.10. No Waiver.....11
Section 4.11. Operation of Parcel B Facility.....11
Section 4.12. Covenant for Non-Discrimination.....11
Section 4.13. City's Right to Repurchase.....12

ARTICLE V

Section 5.01. Indemnification of City.....12
Section 5.02. Notice of Action.....13
Section 5.03. Survival.....13

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.01. Defaults – General.....13
Section 6.02. Default Proceedings.....13
Section 6.03. Remedies on Default.....13
Section 6.04. Legal Actions.....14
Section 6.05. Rights and Remedies are Cumulative.....14
Section 6.06. Inaction Not a Waiver of Default.....14
Section 6.07. Enforced Delay; Extension of Times of Performance.....14

ARTICLE VII

GENERAL PROVISIONS

Section 7.01. Amendment.....14
Section 7.02. Assignment.....15
Section 7.03. Right to Inspect.....15
Section 7.04. Right of Access.....15
Section 7.05. No Other Agreement.....15
Section 7.06. Severability.....15
Section 7.07. Notice.....15
Section 7.08. Counterparts.....16
Section 7.09. Recordation of Agreement.....16
Section 7.10. Survivorship.....16
Section 7.11. Incorporation of Exhibits.....16
Section 7.12. Mutual Assistance.....16
Section 7.13. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership.....16
Section 7.14. Time of Essence.....17
Section 7.15. Agreement Controls.....17
Section 7.16. Conflicts of Interest.....17
Section 7.17. Required Disclosures.....17
Section 7.18. Tax Implications.....17
Section 7.19. Authorized Parties.....17
Section 7.20. Electronic Transactions.....18
Section 7.21. Cash Basis and Budget Laws.....18

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Parcel A Legal Description
Exhibit A-3	Parcel B Legal Description
Exhibit B	Form Real Estate Purchase Contract
Exhibit C	Form Repurchase Contract
Exhibit D	Form of Memorandum of Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**"), is made and entered into as of [_____], 2016 (the "**Effective Date**"), by and among the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the "**City**"), and **COX MACHINE, INC.**, a Kansas corporation ("**Developer**") (the Developer and the City are collectively referred to as the "**Parties**" and each a "**Party**").

RECITALS

A. The City owns certain land in the City located near the intersection of West 21st Street North and Hoover Road as more particularly described on ***Exhibit A-1*** attached hereto (the "**Property**"). The City acquired the Property for the purpose of building a sewer treatment plant.

B. The Developer operates a manufacturing facility at 5338 W. 21st St. N., Suite 100, Wichita, Kansas 67205 (the "**Current Facility**"). The Current Facility is directly north of the Property and consists of approximately 70,000 square feet. The Developer employs 176 full time employees at the Current Facility with an average annual wage of $44,000.

C. The Developer desires to purchase certain portions of the Property in order to add additional manufacturing capacity.

D. The City is willing to reconfigure the layout of its planned sewer treatment plant and sell certain portions of the Property to the Developer in exchange for the Developer's capital investment and job growth commitments set forth in this Agreement.

NOW, **THEREFORE**, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions of Words and Terms. Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

"**Action**" means any suit, action, investigation, claim or proceeding.

"**City**" means the City of Wichita, Kansas.

"**City Attorney**" means the Director of Law and City Attorney of the City, or in the absence of the City Attorney any duly appointed Deputy, Assistant or Acting City Attorney.

"**City Building Code**" means the Wichita/Sedgwick County Unified Building and Trade Code, or any successor thereto in effect in the City during construction of a New Facility.

"**City Engineer**" means the City Engineer of the City, or in the absence of the City Engineer any duly appointed Deputy, Assistant or Acting City Engineer.

"**City Indemnified Parties**" means City's employees, agents, Governing Body, and independent contractors and consultants.

"**City Manager**" means the City Manager of the City, or in the absence of the City Manager any duly appointed Deputy, Assistant or Acting City Manager.

"**City Representative**" means the City Manager or his or her designee as evidenced by a written certificate furnished to the Developer containing the specimen signature of such person or persons and signed by the City Manager.

"**Claimant**" shall mean any Party claiming a default in accordance with **Article VI** of this Agreement.

"**Construction Plans**" means the plans, drawings, specifications and related documents, and construction schedules for the construction of the Parcel A Facility or the Parcel B Facility, as applicable, together with all supplements, amendments or corrections approved by the City.

"Current Facility" means the Developer's manufacturing facility at 5338 W. 21st St. N., Suite 100, Wichita, Kansas 67205.

"**Event of Default**" means any event or occurrence as defined in **Article VI** of this Agreement.

"Excusable Delays" means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of a New Facility in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

"**Governing Body**" means the Mayor and City Council of the City.

"**Governmental Approvals**" means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the construction of each New Facility and consistent with this Agreement.

"Net New Jobs" means new full-time equivalent (FTE) jobs created as a result of the New Facility above the 176 FTE jobs at the Developer's Current Facility as of the date of this Agreement.

"**New Facility**" means the Parcel A Facility, as such may be expanded, and the Parcel B Facility.

"**Parcel A**" means that portion of the Property more particularly described on ***Exhibit A-2***.

"**Parcel B**" means that portion of the Property more particularly described on ***Exhibit A-3***.

"**Parcel A Closing Date**" means the date title to Parcel A is transferred from the City to the Developer.

"**Parcel B Closing Date**" means the date title to Parcel B is transferred from the City to the Developer.

"**Parcel A Facility**" has the meaning set forth in **Section 3.02** and **Section 3.13**.

"**Parcel B Facility**" has the meaning set forth in **Section 4.03**.

"**State**" means the State of Kansas.

"Substantial Completion" means the applicable New Facility is (i) sufficiently complete in accordance with the Construction Plans so that the Developer can occupy the New Facility for its intended use; and (ii) the City has issued a Certificate of Occupancy for the New Facility.

"Vertical Construction" means construction of a portion of the New Facility beyond site work and foundation construction, including the raising of walls.

Section 1.02. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Article include the plural as well as the singular.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

(c) All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument.

(e) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 1.03. Term of Agreement. This Agreement is effective as of the Effective Date. Unless otherwise terminated pursuant to the terms of this Agreement, this Agreement will terminate on the earlier of (i) the date the City exercises its option to repurchase all or any part of the New Facility pursuant to **Sections 3.12** or **4.13** hereof; (ii) delivery of a certificate of occupancy for a Parcel B Facility; (iii) expiration of the Developer's option to purchase Parcel B pursuant to **Section 4.01** hereof; or (iv) the failure to close on the sale of Parcel A pursuant to **Section 3.01**.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City's knowledge:

(a) ***Due Authority***. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

(b) ***No Defaults or Violation of Law***. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) ***No Litigation***. There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

(d) ***Governmental or Corporate Consents***. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) ***No Default***. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

Section 2.02. Representations of the Developer. The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer's knowledge:

(a) ***Due Authority***. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(b) ***No Defaults or Violation of Law***. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) ***No Litigation***. No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or,

to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

(d) ***No Material Change***. (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement.

(e) ***Governmental or Corporate Consents***. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement.

(f) ***No Default***. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

(g) ***Approvals***. The Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. The Developer has obtained, or reasonably believes it will obtain in due course, all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain each New Facility.

(h) ***Construction Permits***. All governmental permits and licenses required by applicable law to construct, occupy and operate each New Facility have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit each New Facility to be constructed.

(i) ***Compliance with Laws***. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations as contemplated by this Agreement.

(j) ***Other Disclosures***. The information furnished to the City by the Developer in connection with the matters covered in this Agreement is true and correct and does not contain any untrue statement of any material fact and does not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 2.03. Conditions to the Effective Date of this Agreement. Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer shall submit the following documents to the City:

(a) a copy of the Developer's Articles of Incorporation, certified by the Secretary of State of the State of Kansas;

(b) a certified copy of the Bylaws of the Developer;

(c) a legal opinion from counsel to the Developer in form and substance acceptable to the City covering: (i) the due organization of the Developer and the power and authority of the Developer to execute this Agreement, and (ii) the enforceability of this Agreement against the Developer.

ARTICLE III

DEVELOPMENT OF PARCEL A

Section 3.01. Purchase of Parcel A. Within 30 days after the date of this Agreement the Developer and the City will enter in a Real Estate Purchase Contract with a purchase price of $1.50 per square foot and otherwise in the form attached hereto as ***Exhibit B*** for the purchase and sale of Parcel A. If the contract for the purchase and sale of Parcel A expires or terminates prior to consummation of the sale of Parcel A, then this Agreement will terminate in all respects without the necessity of notice of default in accordance with Article VI.

Section 3.02. Parcel A Facility. The Developer covenants and agrees as follows:

(a) The Developer will design, engineer and construct a manufacturing facility on Parcel A with a minimum of 50,000 square feet (the "**Parcel A Facility**").

(b) The Developer will obtain all Governmental Approvals for the Parcel A Facility and the Parcel A Facility will conform to all approved plans for such improvements as provided in this Agreement, applicable building codes, City Ordinances and all other applicable rules and regulations.

(c) The Developer's capital investment in the Parcel A Facility, including costs of improvements and machinery, will be greater than $1,500,000, exclusive of land cost.

(d) The Developer will commence Vertical Construction of the Parcel A Facility in good and workmanlike manner no later than 8 months after the Parcel A Closing Date.

(e) No later than 18 months after the Parcel A Closing Date the Developer will (i) cause the Parcel A Facility to reach Substantial Completion and (ii) commence operating the Parcel A Facility.

(f) The Developer will create a minimum of 50 Net New Jobs at the Parcel A Facility.

(g) The Developer will maintain its manufacturing operations and employment levels set forth in the Recitals to this Agreement at the Current Facility.

(h) The Developer will remain in existence and retain ownership of Parcel A.

Section 3.03. Parcel A Facility Cost. The Developer shall be solely responsible for and will pay all costs related to the Parcel A Facility.

Section 3.04. City Review. Upon reasonable advance notice, the Developer shall meet with the City to review and discuss the design and construction of the Parcel A Facility in order to enable the City to monitor the status of construction and to determine that the Parcel A Facility is being performed and completed in accordance with this Agreement.

Section 3.05. Design of the Parcel A Facility. The Developer shall be responsible for the design of the Parcel A Facility, subject to the City's right of review in accordance with this Section and all applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws). The Developer shall provide the City with preliminary plans and specifications for the Parcel A Facility when they are prepared. The City shall review such plans and specifications to determine whether they are in substantial conformance with applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws), and this Agreement. The City shall provide the Developer with its approval or reasonable objection to the preliminary plans and specifications within fifteen (15) calendar days of the City's receipt of the preliminary plans and specifications. In the event the City has reasonable objections to the preliminary plans and specifications, the City shall provide a written notice of such objections detailing the substantial non-conformance of the preliminary plans and specifications with applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws), and this Agreement and its specific demands of modification to the plans and specifications. The City and the Developer shall meet within five (5) business days to discuss any such objections by the City.

Section 3.06. Construction Plans. Upon approval of the preliminary plans and specifications, the Developer shall submit Construction Plans for the Parcel A Facility for review and approval pursuant to the City Building Code. Construction Plans may be submitted in phases or stages. The Construction Plans shall be in sufficient completeness and detail to show that construction will be in conformance with this Agreement. The Developer agrees that all construction, improvement, equipping, and installation work on the Parcel A Facility shall be done in accordance with the Construction Plans, and this Agreement. The Developer will furnish to the City the number of copies of the Construction Plans as required by the City.

Section 3.07. Construction Permits and Approvals; Performance Bonds. Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by Developer in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City shall not be required to issue any such permits or approval for any portion of the Parcel A Facility not in conformance with this Agreement.

Prior to commencement of construction and ending upon completion of the Parcel A Facility, the Developer shall, or shall ensure that its contractors shall, maintain a performance bond in a form approved by the City Attorney, in an amount equal to the cost of the Parcel A Facility, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract.

Section 3.08. Continuation and Completion. Subject to Excusable Delays, once the Developer has commenced construction of the Parcel A Facility, the Developer shall not permit cessation of work on the Parcel A Facility for a period in excess of 45 consecutive days or 90 days in the aggregate without prior written consent of the City.

Section 3.09. No Waiver. Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City Building Code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the City's discretionary zoning authority by the City's Metropolitan Area Planning Commission and Governing Body in accordance with City's Zoning Ordinance, the City Building Code and applicable State law.

Section 3.10. Operation of Parcel A Facility. The Parcel A Facility shall comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Parcel A Facility, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses. From and after the Parcel A Closing Date and until construction is commenced, the Developer shall maintain Parcel A in a good and safe condition, including regular maintenance and removal of vegetation.

Section 3.11. Covenant for Non-Discrimination. The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry in the construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Parcel A Facility, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Parcel A Facility.

The covenant established in this Section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the Parcel A Facility or any part thereof. The covenants contained in this Section shall remain for so long as this Agreement is in effect.

Section 3.12. City's Right to Repurchase. If the Developer fails to comply with the requirements of **Sections 3.02(d)** or **3.02(e),** the City will have the right, but not the obligation, to repurchase Parcel A from the Developer at a purchase price equal to the purchase price paid by the Developer to the City for Parcel A, exclusive of the cost of any improvements thereon, and otherwise on the terms of the Real Estate Repurchase Contract attached hereto as ***Exhibit C***. Upon the exercise of such option, the Developer shall, at the request of the City, assign to the City the construction contract and performance bonds related to the Parcel A Facility.

(a) If the Developer fails to comply with the requirements of **Section 3.02(d)**, the City may exercise its repurchase right by giving notice to the Developer at any time after the expiration of the period set forth in **Section 3.02(d)** until the Developer commences Vertical Construction of the Parcel A Facility.

(b) If the Developer fails to comply with the requirements of **Section 3.02(e)**, the City may exercise its repurchase right by giving notice to the Developer at any time during the six month period immediately following the expiration of the period set forth in **Section 3.02(e)**.

Section 3.13. Expansion of Parcel A Facility. The Developer has the right to expand the Parcel A Facility. The Developer shall be solely responsible for and will pay all costs related to the expansion of the Parcel A Facility and the provisions of **Sections 3.04** through **3.11** shall apply to any such expansion. In the event of such expansion, all references herein to the Parcel A Facility shall include any expansions thereof.

ARTICLE IV

DEVELOPMENT OF PARCEL B

Section 4.01. Option to Purchase Parcel B. The Developer will have the option to purchase Parcel B from the City for a purchase price of $1.50 per square foot increased by a percentage equal to the percentage change in the All Items Consumer Price Index (1982-84 = 100), as set forth on Table 1 of the CPI Detailed Report published by the United States Bureau of Labor Statistics from the September 2015 index of 237.945 (as published in the September 2015 CPI Detailed report) to the latest available month published as of the Option Exercise Date, but in no event less than $1.50 per square foot, and otherwise on the terms of the Real Estate Purchase Contract attached hereto as ***Exhibit B*** (the "**Parcel B Option**") if all of the following conditions are satisfied:

(a) The Developer has maintained its operations and the employment levels set forth in the Recitals to this Agreement at the Current Facility from the date of this Agreement through the Option Exercise Date.

(b) The Developer has satisfied and maintained all requirements set forth in **Article III** hereof.

(c) The Parcel A Facility, including any expansions thereof, will have a minimum of 100,000 square feet.

(d) The Developer will have created 100 Net New Jobs at the Parcel A Facility.

(e) The Developer agrees to make improvements to Parcel B in accordance with the terms of this Agreement.

Section 4.02. Exercise of Parcel B Option. The Developer may exercise the Parcel B Option at any time within six and one-half years of the anniversary of the Parcel A Closing Date. To exercise the option, the Developer must (a) give written notice to the City and (b) pay to the City a fee of $1,000 (the "**Option Fee**"). The Option Fee will be non-refundable and will not be applicable to the purchase price of Parcel B. The Parcel B Option may only be exercised one time; if Developer exercises the Parcel B Option but the transfer of Parcel B to the Developer fails to close then the Parcel B Option will be terminated.

Section 4.03. Parcel B Facility. Upon the purchase of Parcel B, the Developer covenants and agrees as follows:

(a) The Developer will design, engineer and construct a manufacturing facility on Parcel B with a minimum of 50,000 square feet (the "**Parcel B Facility**").

(b) The Developer shall obtain all Governmental Approvals for the Parcel B Facility and the Parcel B Facility will conform to all approved plans for such improvements as provided in

this Agreement, applicable building codes, City Ordinances and all other applicable rules and regulations.

(c) The Developer's capital investment in the Parcel B Facility, including costs of improvements and machinery, will be greater than $1,500,000, exclusive of land cost.

(d) The Developer will commence Vertical Construction of the Parcel B Facility in good and workmanlike manner no later than 8 months after the Parcel B Closing Date.

(e) No later than 18 months after the Parcel B Closing Date the Developer will (i) cause the Parcel B Facility to reach Substantial Completion and (ii) commence operating the Parcel B Facility.

(f) The Developer will maintain its operations and employment levels at the Current Facility and the Parcel A Facility following the commencement of operations at the Parcel B Facility.

Section 4.04. Parcel B Facility Cost. The Developer shall be solely responsible for and will pay all costs related to the Parcel B Facility.

Section 4.05. City Review. Upon reasonable advance notice, after the Option Exercise Date the Developer shall meet with the City to review and discuss the design and construction of the Parcel B Facility in order to enable the City to monitor the status of construction and to determine that the construction of Parcel B Facility is being performed and completed in accordance with this Agreement.

Section 4.06. Design of the Parcel B Facility. The Developer shall be responsible for the design of the Parcel B Facility, subject to the City's right of review in accordance with this Section and all applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws). The Developer shall provide the City with preliminary plans and specifications for the Parcel B Facility when they are prepared. The City shall review such plans and specifications to determine whether they are in substantial conformance with applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws), and this Agreement. The City shall provide the Developer with its approval or reasonable objection to the preliminary plans and specifications within fifteen (15) calendar days of the City's receipt of the preliminary plans and specifications. In the event the City has reasonable objections to the preliminary plans and specifications, the City shall provide a written notice of such objections detailing the substantial non-conformance of the preliminary plans and specifications with applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws), and this Agreement and its specific demands of modification to the plans and specifications. The City and the Developer shall meet within five (5) business days to discuss any such objections by the City.

Section 4.07. Construction Plans. Upon approval of the preliminary plans and specifications, the Developer shall submit Construction Plans for the Parcel B Facility for review and approval pursuant to the City Building Code. Construction Plans may be submitted in phases or stages. The Construction Plans shall be in sufficient completeness and detail to show that construction will be in conformance with this Agreement. The Developer agrees that all construction, improvement, equipping, and installation work on the Parcel B Facility shall be done in accordance with the Construction Plans, and this Agreement. The Developer will furnish to the City the number of copies of the Construction Plans as required by the City.

Section 4.08. Construction Permits and Approvals; Performance Bonds. Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by Developer in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City shall not be required to issue any such permits or approval for any portion of the Parcel B Facility not in conformance with this Agreement.

Prior to commencement of construction and ending upon completion of the Parcel B Facility, the Developer shall, or shall ensure that its contractors shall, maintain a performance bond in a form approved by the City Attorney, in an amount equal to the cost of the Parcel B Facility, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract.

Section 4.09. Continuation and Completion. Subject to Excusable Delays, once the Developer has commenced construction of the Parcel B Facility, the Developer shall not permit cessation of work on the Parcel B Facility for a period in excess of 45 consecutive days or 90 days in the aggregate without prior written consent of the City.

Section 4.10. No Waiver. Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City Building Code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the City's discretionary zoning authority by the City's Metropolitan Area Planning Commission and Governing Body in accordance with City's Zoning Ordinance, the City Building Code and applicable State law.

Section 4.11. Operation of Parcel B Facility. The Parcel B Facility shall comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Parcel B Facility, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses. From and after the Parcel B Closing Date and until construction is commenced, the Developer shall maintain Parcel B in a good and safe condition, including regular maintenance and removal of vegetation.

Section 4.12. Covenant for Non-Discrimination. The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry in the construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Parcel B Facility, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Parcel B Facility.

The covenant established in this Section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the Parcel B Facility or any part thereof. The covenants contained in this Section shall remain for so long as this Agreement is in effect.

Section 4.13. City's Right to Repurchase. If the Developer fails to comply with the requirements of **Sections 4.03(d)** or **4.03(e),** the City will have the right, but not the obligation, to repurchase Parcel B from the Developer at a purchase price equal to the purchase price paid by the Developer to the City for Parcel B, exclusive of the costs of any improvements thereto, and otherwise on the terms of the Real Estate Repurchase Contract attached hereto as ***Exhibit C***. Upon the exercise of such option, the Developer shall, at the request of the City, assign to the City the construction contract and performance bonds related to the Parcel B Facility.

(a) If the Developer fails to comply with the requirements of **Section 4.03(d)**, the City may exercise its repurchase right by giving notice to the Developer at any time after the expiration of the period set forth in **Section 4.03(d)** until the Developer commences Vertical Construction of the Parcel B Facility.

(b) If the Developer fails to comply with the requirements of **Section 4.03(e)**, the City may exercise its repurchase right by giving notice to the Developer at any time during the six month period immediately following the expiration of the period set forth in **Section 4.03(e)**.

ARTICLE V

INDEMNITY

Section 5.01. Indemnification of City. Developer agrees to indemnify and hold the City Indemnified Parties harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys' fees, resulting from, arising out of, or in any way connected with:

(a) the Developer's actions and undertaking in implementation of this Agreement;

(b) the negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment and construction of each New Facility; and

(c) any delay or expense resulting from any litigation filed against the Developer by any shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

This Section shall not apply to willful misconduct or gross negligence of the City or its officers, employees or agents. This Section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

Section 5.02. Notice of Action. In the event any Action is begun or made as a result of which the Developer or City may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event.

Section 5.03. Survival. The rights to indemnification set forth in this Agreement shall survive the termination of this Agreement.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.01. Defaults – General. Subject to the extensions of time set forth in **Section 6.07** below and except as otherwise set forth in this Agreement, failure or delay by any Party to perform any material term or provision of this Agreement, after receiving written notice thereof and failing to cure, as set forth in **Section 6.02** below, constitutes an **"Event of Default"** under this Agreement. The Claimant shall give written notice of default to the defaulting Party, specifying the nature of the default.

Section 6.02. Default Proceedings. The Claimant shall not institute proceedings against a defaulting Party, nor be entitled to damages if the defaulting Party within fourteen (14) days from receipt of the written notice of default set forth in **Section 6.01**, commences with due diligence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice; or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

Section 6.03. Remedies on Default. Whenever any Event of Default by the Developer shall have occurred and be continuing, subject to applicable cure periods, the City may pursue any remedy at law and in equity. The City shall, in addition to the remedies set forth in the preceding sentence, have the option to terminate this Agreement upon written notice to Developer.

Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this Section, consequential damages shall include, but not be limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by any non-defaulting Party.

If a Party has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Party seeking to enforce the right or remedy, then and in every case the Parties shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Parties shall continue as though no such proceeding had been instituted.

No waiver in fact made by a Party of any specific default by another Party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 6.04. Legal Actions.

(a) ***Institution of Legal Actions***. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Sedgwick County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

(b) ***Applicable Law***. The laws of the State shall govern the interpretation and enforcement of this Agreement.

(c) ***Acceptance of Service of Process***.

(i) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(ii) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon an officer or agent of the Developer and shall be valid whether made within or without the State or in such other manner as may be provided by law. In the event the Developer no longer has an officer or registered agent to serve, the Secretary of State is hereby irrevocably appointed to accept service for the Developer.

Section 6.05. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 6.06. Inaction Not a Waiver of Default. Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 6.07. Enforced Delay; Extension of Times of Performance.

(a) In addition to specific provisions of this Agreement, performance by a Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to default of the other Party or Excusable Delays.

(b) Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and the Developer.

ARTICLE VII

GENERAL PROVISIONS

Section 7.01. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, upon official action of the City's governing body approving said amendment, and by the execution of said amendment by the Parties or their successors in interest. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or

property, is held invalid, the Parties shall take such reasonable measures including, but not limited to, reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the Parties in entering into this Agreement.

Section 7.02. Assignment. No Party may assign all or any part of its interest in this Agreement without the prior written consent of the other Parties, and any such assignment without such consent shall be void. Any decision to consent or refuse consent to an assignment pursuant to this Section shall be solely at the discretion of the City Representative or the City's governing body, as the case may be.

Section 7.03. Right to Inspect. The Developer agrees that the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, inspect, audit, and copy, from time to time, all of the Developer's books and records relating to the Parcel A Facility and the Parcel B Facility as pertinent to the purposes of this Agreement. Developer will cooperate with and assist the City to allow the City to perform all reasonable actions necessary to audit Developer's compliance with this Agreement.

Section 7.04. Right of Access. For the purposes of assuring compliance with this Agreement, the City Representative shall have the right of access to Parcel A, Parcel B, the Parcel A Facility and the Parcel B Facility, without charges or fees, during normal business hours for purposes related to this Agreement.

Section 7.05. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the Parties.

Section 7.06. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

Section 7.07. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the Developer:

Cox Machine, Inc.
Attn: Jason Cox, President
5338 W. 21st St. N., Suite 100
Wichita, Kansas 67205

With a copy to:

_____
_____
_____
_____

To the City:

City of Wichita
Attn: City Manager
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202

With a copy to:

City of Wichita
Department of Urban Development
Attention: Scot Rigby, Assistant City Manager & Director of Urban Development
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 7.08. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 7.09. Repurchase Rights Run with the Land; Recordation of Agreement. The City's rights to repurchase contained in **Sections 3.12** and **4.13** will run with the land and will be binding upon any successor in interest to all or any part of the Property. The Parties agree to execute, deliver and record a memorandum of this Agreement in proper form for recording in the real property records of Sedgwick County, Kansas in substantially the form of ***Exhibit D*** hereto.

Section 7.10. Survivorship. Notwithstanding the termination of this Agreement, the Developer's obligations set out in **Article V** shall survive the termination of this Agreement to the extent that any incident giving rise to a claim, suit, judgment or demand occurred during the Term hereof.

Section 7.11. Incorporation of Exhibits. The exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 7.12. Mutual Assistance. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

Section 7.13. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The City shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Developer and the City.

Section 7.14. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 7.15. Agreement Controls. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing each New Facility. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 7.16. Conflicts of Interest.

(a) No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, shall no participate in any actions or discussions relating to the activities herein proscribed.

(b) The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to a New Facility during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to a New Facility, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with a New Facility, or in any activity, or benefit therefrom, which is part of a New Facility at any time during or after such person's tenure.

Section 7.17. Required Disclosures. The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 7.18. Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

Section 7.19. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent

or approval of the Governing Body before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

Section 7.20. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7.21. Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq*. and K.S.A. 79-2935 *et seq*.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF WICHITA, KANSAS

By:_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law
and City Attorney

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

On this _____ day of _____, 2016, before me personally appeared Jeff Longwell, personally known, who being by me duly sworn did say that he is the Mayor of the City of Wichita, Kansas, and that said instrument was signed and delivered on behalf of said municipal corporation and acknowledged to me that he executed the same as the free act and deed of said municipal corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public

[SEAL]

COX MACHINE, INC.

By:_____
Name: _____
Title: _____

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

On this _____ day of _____, 2016, before me personally appeared _____ to me personally known, who being by me duly sworn did say that he/she is the _____ of Cox Machine, Inc., and that said instrument was signed and delivered on behalf of said corporation and acknowledged to me that he/she executed the same as the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public

[SEAL]

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A-2

PARCEL A LEGAL DESCRIPTION

EXHIBIT A-3

PARCEL B LEGAL DESCRIPTION

EXHIBIT B

FORM REAL ESTATE PURCHASE CONTRACT

EXHIBIT C

FORM REPURCHASE CONTRACT

EXHIBIT D

FORM OF MEMORANDUM OF DEVELOPMENT AGREEMENT

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Termination of Development Agreement – Douglas and Hillside Redevelopment District (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Direct staff to provide notice to the developer terminating the development agreement, pay the oldest year of delinquent taxes and draft a Request for Proposals (RFP) to sell and develop the property.

Background: In 2007, the City Council adopted a Tax Increment Financing (TIF) Project Plan and Development Agreement for a 14-story high-rise tower with 87 condominium units, 50 brownstone houses, a four-story residential flats and a retail building with loft apartments above and adjacent parking. The project plan and agreement were modified twice, increasing the TIF costs from $1,180,000 to $5,630,000 with an additional $1,367,380 in special assessments for infrastructure improvements not supported by TIF.

In 2008 the real estate market stalled and banks ceased lending for condominium properties. In 2012, the developer revised the condo portion of the project to apartments consisting of 196 units between two buildings and began working to secure financing. Staff continued to work with the developer over that time period. The developer remained responsible for the payment of property taxes and maintenance of the property. Property taxes were not paid and the property was poorly maintained.

In 2015, the developer secured bank financing and equity investment from a Real Estate Investment Trust (REIT). City staff worked with the development team through the due diligence process. In early 2016 the REIT notified the developer and City that it was no longer pursuing the project.

Analysis: The project has had no significant activity since completion of the first phase of Brownstones in 2009. Since that time the developer has been unsuccessful in securing financing to complete the project. The developer no longer has control of the first phase, which is now owned by Legacy Bank. Due to the inability of the developer to secure financing over the last several years, staff recommends termination of the agreement.

The City retained the two parcels designated for phase two of the redevelopment project. The parcels equate to approximately 4.5 acres. The developer has not paid property taxes on the parcels from 2010 to 2015, resulting in $400,080 in current and delinquent taxes owed. The City will now be responsible for the taxes.

The City can issue a Request for Proposals (RFP) for the sale and development of the remaining 4.5 acres. The property has development potential for residential use as well as retail along Douglas. Any new Developer will be required to meet certain development milestones within specific timeframes set forth in a development agreement. As part of that agreement, the developer will be held responsible for payment of future taxes.

Financial Considerations: The City financed $3,685,000 in TIF bonds in 2014. An additional amount of tax exempt expenses related to the project, totaling $1,785,000, were paid off by the Finance Department using cash from the Debt Service Fund. The City will be responsible for maintenance and property taxes for the property until the property can be sold. Any tax increment generated from existing and future development will be used to repay TIF bonds. Staff does not expect remaining TIF revenue to be sufficient to repay the outstanding debt.

Legal Considerations: The developer has not been able to perform under the Development Agreement, which can no longer be implemented according to its terms, and the agreement can be terminated. The Law Department can pursue TIF shortfall reimbursement per the development agreement and seek repayment of the delinquent taxes.

Recommendation/Action: It is recommended that City Council terminate the Development Agreement between the City of Wichita, Loveland Properties, LLC, College Hill Urban Village LLC and CHUV Inc.; direct staff to issue an RFP to sell and develop the remaining parcels; direct staff to pay property one year of property taxes and direct the Law Department to seek repayment of property taxes and TIF shortfall.

Attachments:
None

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: 2016-2017 Third Program Year Action Plan Funding Recommendations

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the funding recommendations for the Annual Action Plan and authorize the required 30-day public review and comment period for proposed Plan.

Background: Wichita is recognized as an "entitlement" city by the U.S. Department of Housing and Urban Development (HUD). This designation is based on a federal formula which considers total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. In order to receive Federal funds under the Community Development program, entitlement cities must complete and submit a multi-year Consolidated Plan for HUD approval. Upon HUD's acceptance, cities submit one-year action plans for each year of the Consolidated Plan. The third year of the 2014-2018 Consolidated Plan covers the period of July 1, 2016 to June 30, 2017.

On December 8, 2015, the City Council approved the preliminary funding recommendations based on estimated allocation amounts and authorized the release of Requests for Proposals and funding applications. Those estimates were based on the assumption that federal award amounts would remain at the 2015 level funding for Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) funds. City staff received final allocation information on February 16, 2016, and has adjusted the recommendations accordingly.

The final allocation amounts for 2016-17 are as follows: CDBG-$2,679,570; HOME-$1,151,324; and ESG-$237,011. The proposed plan also utilizes $785,000 in unallocated funds, resulting in $3,464,570 total CDBG spending.

Analysis: Following the December 8, 2015 meeting, Requests for Proposals (RFPs) were issued for Domestic Violence Shelter Services, Youth Crime Prevention and Enrichment, and Emergency Solutions Grant funding. Invitations were extended to Community Housing Development Organizations (CHDOs) to apply for housing development funds. After preliminary review by staff, proposals and applications were forwarded to the Grants Review Committee (GRC) appointed by City Council for review and recommendation. The GRC held a public hearing on February 23, 2016, whereby all respondents presented their proposals for public input and GRC discussion.

HUD requires that the local Continuum of Care provide input into recommendations for Emergency Solutions Grant program funding. In Wichita, the group which provides recommendations for the ESG is the Continuum of Care Coordination Team (CCCT). The CCCT met on February 18, 2016, and prepared recommendations which were forwarded to the GRC and presented at the public hearing on February 23, 2016.

For the activities which were determined based on responses to the Requests for Proposals, the GRC considered all written and oral information, and prepared funding recommendations. Their recommendations are included below, where indicated.

Community Development Block Grant

Public Facilities and Infrastructure Improvements: $685,000
Funds will be used for sidewalk improvements in income-eligible areas ($200,000); District III bike path improvements on Mt. Vernon between Oliver and Woodlawn ($125,000); District I infrastructure improvements in the Opportunity Area identified in the E.P.A. Community Building Blocks Initiative ($300,000); and demolition and clearance of properties which have been cited by staff in the Metropolitan Area Building and Construction Department ($60,000). This appropriation will utilize prior year, unallocated or recaptured funds.

Housing Activities: $1,190,156
Funds will be utilized for home repair activities ($1,140,156), as well as special code enforcement and compliance activities in designated area ($50,000). Of the total funding amount, $100,000 will come from prior year unallocated funds which are available as a result of program income.

Program Administration: $535,914
HUD allows up to 20% of the entitlement grant to be used for Program Administration, which includes reasonable costs associated with general management, oversight, coordination, monitoring and evaluation. Funds will be utilized for program management ($339,867); indirect costs ($186,047); and mandated consolidated plan activities ($10,000).

City Manager's Office of Community Services: $385,000
Funds will pay for salaries and benefits for three community services representatives and three administrative aides in Districts 1, 3, and 6, and eligible operational costs at the Resource Centers.

Housing and Community Services: $68,500
Funds will pay for Housing First program staff salaries, benefits and operational costs.

Domestic Violence Shelter Services: $250,000
Funds will provide temporary shelter, counseling and other support services for women and children who are fleeing domestic violence situations. A Request for Proposals (RFP) was released for this activity, and the table below represents the Grants Review Committee (GRC) recommendations. Based on proposals recommended for funding, approximately 650 women and children will be served.

Agency	**2015-16 Allocation**	**2016-17 Request**	**2016-17 Recommendation**
Catholic Charities	$96,936	$100,000	$96,936
StepStone, Inc.	$23,000	$23,000	$23,000
YWCA	$130,064	$141,617	$130,064
TOTAL	**$250,000**	**$264,617**	**$250,000**

Youth Crime Prevention and Enrichment: $125,000
Funds will be used to engage middle school age youth with identified risk factors in activities that will prevent crime and enrich their lives. A RFP was released for this activity. Three proposals were received, and the table below represents the GRC recommendations. Based on proposals recommended for funding, approximately 4,400 youth will be served. The Young Men's Christian Association of Wichita, KS (YMCA) will continue to provide an after-school enrichment program for 4,350 youth in 15 middle schools. DCCCA, Incorporated (DCCCA) will provide a new arts-based social skills program for 50 middle school youth in foster care.

The GRC reached a consensus to fund the YMCA and DCCCA. Since there was limited funding, the YMCA's request was reduced by $22,000 in order to satisfy DCCCA's program needs. For that reason, Kansas Big Brothers Big Sisters proposal was not recommended for funding at this time.

Agency	2015-16 Allocation	2016-17 Request	2016-17 Recommendation
DCCCA, Inc.	0	$22,000	$22,000
Kansas Big Brothers Big Sisters	0	$39,173	0
YMCA of Wichita, KS	$125,000	$125,000	$103,000
TOTAL	**$125,000**	**$186,173**	**$125,000**

Summer Youth Employment: $225,000
The proposed plan designates $225,000 for summer youth employment activities to be reserved for programming during the summer of 2017. In accordance with the City Council mandate that occurred on December 8, 2015, and based on considerable community interest in this activity, a community stakeholder committee will be convened for a strategic review of programs services and outcomes. A specific recommendation regarding this activity will be presented to City Council following the review. The Way to Work, a summer training and employment activity for youth whose families participate in the Wichita Housing Authority programs, will be implemented during the summer of 2016 with funds remaining from the 2015-16 allocation.

Agency	2015-16 Allocation	2016-17 Recommendation
The Way to Work	$225,000	Pending further review
Other community provider(s), TBD	0	Pending further review
TOTAL	**$225,000**	**$225,000**

HOME Investment Partnerships Program

HUD requires that a minimum of 15% of the total annual HOME grant be designated (set-aside) for CHDOs, for the development of affordable housing. The City's priority for this funding is the development of single-family housing for homeownership, within the Neighborhood Revitalization Area. Three organizations, Mennonite Housing Rehabilitation Services (MHRS), Power CDC, and Jakub's Ladder applied for funding. The Grants Review Committee voted to fund the MHRS application for a total of $200,000, and to leave the remainder of the CHDO set-aside funding to be allocated during the program year. This reasoning is because both other organizations have homes available currently for which buyers have not been identified. The unallocated funding is to be made available to CHDOs on a first-come, first-serve basis, as project sites and eligible homebuyers are identified.

Agency	2015-16 Allocation	2016-17 Request	2016-17 Recommendation
Jakub's Ladder	0	$194,360	0
Mennonite Housing Services	$190,000	$200,000	$200,000
Power CDC	93,836	$140,754	0
Additional funding to be allocated during 2016-17	**N/A**	**N/A**	$100,000
TOTAL	**$283,836**	**$535,114**	**$300,000**

Program Administration and Indirect Costs: $115,132
Up to 10% of the City's HOME allocation can be used to offset costs of administering the program, including indirect costs. Indirect costs are computed by applying the applicable percentage to the amount of the anticipated annual grant.

CHDO Operating Expenses: $50,000
These funds are consistent with prior year allocations and are provided to help the CHDOs cover operating expenses.

HOMEownership 80: $306,192
The downpayment and closing cost recommendation is based on anticipated new and existing home sales in the 2016-2017 program year. This allocation amount will serve approximately 14 homebuyers.

Boarded Up House Program: $130,000
This recommendation will provide funding for two projects, and is slightly more than the current year, due to increased construction costs, and the increased costs associated with compliance with the 2012 International Energy Conservation Code.

Housing Development Loan Program: $250,000
These funds are used by non-profit or for-profit developers, for in-fill housing in the City-designated Redevelopment Incentive, Neighborhood Revitalization or Local Investment areas.

Emergency Solutions Grant (ESG) Funds

The ESG program prioritizes permanent housing solutions for the homeless or for persons at serious, imminent risk of becoming homeless, with a reduced focus on emergency shelter and street outreach. The legislation which created this program caps expenditures for shelter and outreach activities at 60% of the annual allocation. The following chart presents recommendations for shelter services which were made by the Continuum of Care Coordinating Team and accepted by the GRC, based on responses to the Request for Proposals. The activities are within the 60% cap.

Agency – Homeless Assistance	**2015-16 Allocation**	**2016-17 Request**	**2016-17 Recommendation**
Catholic Charities – Harbor House	$17,891	$18,000	$18,000
Catholic Charities – St. Anthony Family Shelter	$25,000	$25,000	$25,000
Inter-Faith Ministries – Inter-Faith Inn	$17,195	$22,000	$17,195
Inter-Faith Ministries – Warming Souls Winter Shelter	$6,724	$10,000	$6,724
The Salvation Army	$12,305	$25,000	$14,237
United Methodist Open Door	$35,000	$45,000	$40,000
YWCA Women's Crisis Center	$21,051	$21,050	$21,050
Total	**$135,166**	**$166,050**	**$142,206**

The legislation which created this program allows for homeless prevention activities. The following chart presents recommendations for prevention activities which were made by the Continuum of Care Coordinating Team and accepted by the GRC based on responses to the Request for Proposals. The recommended allocation for The Salvation Army is contingent upon the program's ability to modify the proposed activities to assure compliance with the statutory requirements for the use of these funds.

Agency – Homeless Prevention	**2015-16 Allocation**	**2016-17 Request**	**2016-17 Recommendation**
Center of Hope, Inc.	$21,105	$20,000	$20,000
Sisters of St. Joseph Dear Neighbor Ministries	0	$12,500	0
The Salvation Army	0	$25,000	$20,000
Total	**$21,105**	**$57,500**	**$40,000**

Other ESG recommendations include $35,719 for Rapid Re-Housing, $1,311 for administration of the Homeless Management Information System by the United Way, and $17,775 for the City's program management and indirect costs.

Financial Considerations: Development of a Third Year Action Plan is required for receipt of Federal funds. There is no impact to the General Fund as a result of the funding recommendations.

Legal Consideration: The Law Department has reviewed the 2016-2017 Third Program Year Action Plan Preliminary Funding Recommendations.

Recommendation/Actions: It is recommended that the City Council approve the funding recommendations for the Annual Action Plan and authorize the required 30-day public review and comment period for the proposed Plan.

Attachments:
2016-2017 Third Program Year Allocation Spreadsheet
Third Program Year Action Plan Funded Activity Summary

CDBG Allocation Spreadsheet, recommended March 15, 2016					
COMMUNITY DEVELOPMENT BLOCK GRANT	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Public Facilities and Infrastrcuture Improvements	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	RECOMMENDATION
PUBLIC WORKS & UTILITIES	$75,000	$75,000	$402,020	$1,340,000	$625,000
Hazardous Street or Sidewalk Repair	$75,000	$75,000	0	0	$200,000
DIV Street Paving - Dora & Everett			$367,020	$115,000	
DI Sidewalk Replacement - 11th Street			$35,000	$75,000	
Green Street Bikeway				$400,000	
Pedestrian Crossing 9th & McLean				$150,000	
Market & Topeka Bike Path				$300,000	
Mt. Vernon Bike Path					$125,000
DI Opportunity Area infrastructure improvements				$300,000	$300,000
METROPOLITAN AREA BUILDING & CONSTRUCTION DEPARTMENT	$100,000	$90,000	$0	$0	$60,000
Demolition and Clearance of Dangerous and Unsafe Buildings	$100,000	$90,000	0	0	$60,000
PARKS & RECREATION	$0	$0	$130,000	$350,000	$0
Glen Dey Park Improvements			$50,000		
Friendship Park Improvements			$80,000		
Ash Park Improvements				$250,000	
Fairmount Park Improvements				$100,000	
TOTAL CAPITAL/DEMOLITION PROJECTS	$175,000	$165,000	$532,020	$1,690,000	$685,000
TOTAL AMOUNT FROM PRIOR YEAR UNALLOCATED	$0	$75,000	$532,020	$1,690,000	$685,000
COMMUNITY DEVELOPMENT BLOCK GRANT	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Housing Activities	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	RECOMMENDATION
HOME IMPROVEMENT PROGRAM SERVICES	$965,313	$1,147,495	$1,142,000	$1,179,251	$1,140,156
Home Improvement Program Administration	$369,091	$369,091	$389,000	$389,000	$389,000
Home Repair	$546,222	$758,984	$753,000	$740,251	$751,156
Neighborhood Clean-Ups	$50,000	$19,420			
Demolition Activities Related to HOME				$50,000	
MABCD Code Enforcement				$100,000	$50,000
HOMEOWNERSHIP 80 PROGRAM				$100,000	
2% HOME IMPROVEMENT LOAN PROGRAM				$30,000	
TOTAL HOUSING PROJECTS	$965,313	$1,147,495	$1,142,000	$1,409,251	$1,190,156
TOTAL AMOUNT FROM PRIOR YEAR UNALLOCATED	$0	$0	$0	$324,661	$100,000
COMMUNITY DEVELOPMENT BLOCK GRANT	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Administration and Planning - 20% CAP	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	RECOMMENDATION
HOUSING AND COMMUNITY SERVICES	$414,993	$464,511	$458,609	$526,574	$525,914
CDBG Indirect Costs	$54,993	$59,511	$84,124	$121,574	$186,047
CDBG Program Management	$355,000	$400,000	$369,485	$400,000	$339,867
Fair Housing Initiatives	$5,000	$5,000	$5,000	$5,000	
PLANNING DEPARTMENT	$25,000	$25,000	$25,000	$0	$10,000
Mandated Consolidated Plan Activities	$25,000	$25,000	$25,000	$0	$10,000
TOTAL ADMINISTRATION	$439,993	$489,511	$483,609	$526,574	$535,914
TOTAL AMOUNT FROM PRIOR YEAR UNALLOCATED	$0	$0	$0	$31,794	$0

Third Program Year Action Plan
Funded Activity Summary

Public Review and Comment Requested

As part of the 2014-2018 Consolidated Plan requirements, the City of Wichita has developed the Third Program Year Action Plan, which identifies the 2016-2017 spending priorities for funds received from the U.S. Department of HUD to benefit low and moderate income persons. The public is encouraged to review and comment on the proposed plan.

Please submit comments to:
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203

By phone to (316) 462-3725
By email to llank@wichita.gov.

There will be a public hearing on this matter during the City Council Meeting on Tuesday, May 3, at 9:00 a.m.

Oral comments can be made at that meeting.

Individuals who require auxiliary aids and services for effective communication with City of Wichita personnel should contact the Office of the City Manager, 316-268-2468 as soon as possible, but no later than 48 hours before the scheduled event or appearance.

Written comments may be submitted through April 15, 2016

Executive Summary

1. Introduction

This Annual Action Plan is the third year of the City of Wichita 2014-2018 Consolidated Plan, which provides a basis and strategy for the use of federal funds allocated to the City of Wichita by the U.S. Department of Housing and Urban Development. Programs and activities identified in this Plan are intended to primarily benefit low and moderate income residents of the City of Wichita and neighborhoods with high concentrations of low and moderate income residents, which will ultimately benefit the city as a whole. This Action Plan is the product of citizen participation, public hearings, and consultations with other agencies, groups and organizations involved in the development of affordable housing, creation of job opportunities for low and moderate income residents, and/or provision of services to children, victims of domestic violence, elderly persons, persons with disabilities, and homeless persons. A complete draft of this Action Plan will be made available for public review and comment during the period of March 16, 2016, through April 15, 2016. There will be a public hearing on this matter during the regular meeting of the City Council on May 3, 2016, at 9:00 a.m. at City Hall, 455 N. Main Street. Oral comments can be made in person during that meeting.

2. Summarize the objectives and outcomes identified in the Consolidated Plan

The theme of the City of Wichita's 2014-2018 Consolidated Plan is "Creating Communities of Choice." Following that theme, activities identified in the plan prioritize housing needs in the core of the city of Wichita by developing and/or maintaining strong infrastructure to enhance the living and working environment, as well as providing activities to support the needs of the people who live and/or work in these areas. The City of Wichita will continue supporting services for the homeless, with a strong emphasis on permanent housing solutions, as well as activities to develop the capacity of low to moderate income families through job training, employment, and asset-building initiatives.

3. Evaluation of past performance

The City of Wichita has a history of successful administration of federal programs for housing, as well as community planning and development. That system is firmly in place and will continue for future administration of Consolidated Plan funds. It includes professional administration by City staff and partnerships and contracts with community agencies. Results of the City's administration of programs funded with Consolidated Plan resources are reported using the Consolidated Annual Performance and Evaluation Report (CAPER) format and can be found on the City's website.

4. Summary of citizen participation process and consultation process

For the City of Wichita, citizen participation is a vital component of the consolidated planning process. To encourage Wichita citizens to be involved in establishing priorities regarding planning and funding public programs and activities, the Housing and Community Services Department has developed a Citizen Participation Plan which uses various media formats to engage the public in identifying needs and priorities. All citizens are encouraged to participate in the development and review of the Consolidated Plans and Annual Plans, including substantial amendments, and the Consolidated Annual Performance and Evaluation Reports (CAPER). Notice of public hearings and comment periods will be published in the designated official newspaper or newspapers of general circulation, and advertised on the City-7 cable television channel.

5. Summary of public comments

All citizens are encouraged to submit written comments on this proposed plan by Friday, April 15, 2016. Comments may also be made in person at the public hearing to be held during the regular City Council meeting on Tuesday, May 3, 2016, at 9:00 a.m.

6. Summary of comments or views not accepted and the reasons for not accepting them

It is anticipated that all comments will be accepted.

Expected Resources: 2016-2017

Program	Uses of Funds	Expected Amount Available Year 2			
		Annual Allocation:	Program Income:	Prior Year Resources:	Total:
CDBG	Public Services Housing Public Improvements Admin and Planning	$2,679,570	0	$785,000	$3,464,570
HOME	Acquisition Homebuyer assistance Homeowner rehab New construction for ownership Administration	$1,151,324	0	0	$1,151,324
ESG	Administration Overnight shelter Prevention Rapid Re-housing HMIS	$237,011	0	0	$237,011

Annual Goals and Objectives: 2016-2017

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Home Repair	2016	2017	Affordable Housing	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Safe Affordable Housing	CDBG: $1,140,156 (includes $100,000 unallocated funds)	250 households
2	Demolition and Clearance	2016	2017	Neighborhood Stabilization	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Safe Affordable Housing	CDBG: $60,000	5 structures
3	Code Enforcement	2016	2017	Neighborhood Stabilization	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Safe Affordable Housing	CDBG: $50,000	200 persons assisted
4	New Housing Development (single-family)	2016	2017	Affordable Housing	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Safe Affordable Housing	HOME: $550,000	11 houses

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Homebuyer Assistance	2016	2017	Affordable Housing	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Safe Affordable Housing	HOME: $306,192	14 Households Assisted
6	CHDO Operating Funds	2016	2017	Affordable Housing	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Safe Affordable Housing	HOME: $50,000	2 Organizations Assisted
7	Public Facilities- Sidewalk repairs	2016	2017	Neighborhood Stabilization	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Non-housing Community Development	CDBG: $200,000 (Unallocated funds)	5,000 persons assisted
8	Public Facilities- Bike Path Improvements	2016	2017	Neighborhood Stabilization	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Non-housing Community Development	CDBG: $125,000 (Unallocated funds)	5,000 persons assisted
9	Public Facilities- Infrastructure Improvements	2016	2017	Neighborhood Stabilization	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Non-housing Community Development	CDBG: $300,000 (Unallocated funds)	5,000 persons assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	Housing First	2016	2017	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Homelessness	CDBG: $68,500	64 chronically homeless individuals
11	Homeless Assistance (Shelters)	2016	2017	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Homelessness	ESG: $142,206	500 Persons Assisted in Overnight Shelter; 1500 Persons Assisted in Day Shelter
12	Domestic Violence Shelter Services	2016	2017	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area		CDBG: $250,000	650 Persons Assisted
13	Boarded Up House Program	2016	2017	Non-Housing Community Development	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area		HOME: $130,000	2 Houses

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
14	Office of Community Services	2016	2017	Non-Housing Community Development	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Non-Housing Community Development	CDBG: $385,000	15,000 persons
15	Training and Employment	2016	2017	Non-Housing Community Development	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Non-Housing Community Development	CDBG: $225,000	Jobs placements: To be determined
16	Youth Enrichment and Crime Prevention	2016	2017	Non-Housing Community Development	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Non-Housing Community Development	CDBG: $125,000	4,400 persons
17	Program Administration	2016	2017	Program Administration	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Non Housing Community Development	CDBG: $535,914 HOME: $115,132 ESG: $17,775	Other
18	Rapid Re-Housing	2016	2017	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Homelessness	ESG: $35,719	15 Households

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
19	Homeless Prevention	2016	2017	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Homelessness	ESG: $40,000	40 Households
20	Homeless Management Information System	2016	2017	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Homelessness	ESG: $1,311	Other

Goal Descriptions

1	**Goal Name**	Home Repair
	Goal Description	Provides funds for home repair programs for income-eligible homeowners, including the annual free paint program, and program delivery costs
2	**Goal Name**	Demolition and Clearance
	Goal Description	Provides funds for demolition and clearance of blighted structures
3	**Goal Name**	Code Enforcement
	Goal Description	Provides funds for code enforcement and compliance activities in designated area
4	**Goal Name**	New Housing Development (single-family)
	Goal Description	Provides funds for in-fill housing development in the designated areas
5	**Goal Name**	Homebuyer Assistance
	Goal Description	Provides funds for closing costs and down-payment assistance for income-eligible, first-time homebuyers
6	**Goal Name**	CHDO Operating Funds
	Goal Description	Provides funds for support of CHDO operating costs
7	**Goal Name**	Public Facilities – Sidewalk Repairs
	Goal Description	Provides funds for hazardous sidewalk repairs in income-eligible areas

8	**Goal Name**	Public Facilities – Bike path improvements
	Goal Description	Provides funds for design and construction of bike paths in income-eligible area
9	**Goal Name**	Public Facilities – Infrastructure Improvements
	Goal Description	Provides funds for street, sidewalk, drainage, and/or other improvements in designated income-eligible area
10	**Goal Name**	Housing First
	Goal Description	Provides funds for permanent housing for chronically homeless individuals
11	**Goal Name**	Homeless Assistance (Shelters)
	Goal Description	Provides funds to homeless shelters for operations and essential services
12	**Goal Name**	Domestic Violence Shelter Services
	Goal Description	Provides funds for shelter and related services for adults and children fleeing domestic violence
13	**Goal Name**	Boarded Up House Program
	Goal Description	Provides funds for redevelopment of blighted structures
14	**Goal Name**	Office of Community Services
	Goal Description	Provides funds for staff and designated facility costs for three Neighborhood Resource Centers

15	**Goal Name**	Training and Employment
	Goal Description	Provides funds for summer youth employment activities
16	**Goal Name**	Youth Enrichment and Crime Prevention Activities
	Goal Description	Provides funds for after-school programs for middle-school aged youth
17	**Goal Name**	Program Administration
	Goal Description	Provides funds for program management and related costs associated with assuring federal compliance
18	**Goal Name**	Rapid Re-Housing
	Goal Description	Provides funds for rapid re-housing of homeless individuals and families
19	**Goal Name**	Homeless Prevention
	Goal Description	Provides funds for rent and utility assistance for income-eligible families on the verge of homelessness
20	**Goal Name**	Homeless Management Information System (HMIS)
	Goal Description	Provides funds for administration of mandatory information system required to assure compliance

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Design Concept and Funding for Improvements to Douglas and Hydraulic Intersection (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the design concept and initial budget.

Background: On August 20, 2013, the City Council approved an agreement with Baughman Company to provide a design concept for improvements to Douglas, from Washington to Oliver. On December 2, 2014, the City Council approved the preliminary design concept. On August 11, 2015, the City Council approved a supplemental agreement with Baughman Company to remove the intersection of Douglas and Hydraulic from the overall plan and produce final plans for the intersection as a separate project. The separate project became necessary upon award of safety funding from the Kansas Department of Transportation (KDOT) for intersection improvements. On February 1, 2016, the District I Advisory Board voted unanimously in favor of the design concept for the intersection.

Analysis: The intersection of Douglas and Hydraulic is currently signalized without dedicated left turn lanes. Parallel parking exists on both sides of Douglas. An unwarranted eastbound right turn lane exists to fill a gap caused by a large shift in Douglas right-of-way width. Currently Hydraulic is posted as No Parking. The proposed concept includes:

- Intersection reconstruction
- New traffic signals
- Brick crosswalks
- Left turn lanes on all approaches
- Removal of on-street parking within 150 feet of the intersection
- Elimination of eastbound right turn lane in favor of open public space and public art opportunity

The intersection will be open to through traffic during construction, while left turns at the intersection will be prohibited. Construction is planned to begin in fall 2016 and be completed in spring 2017.

Financial Considerations: The design for the intersection is being completed with funding from the Douglas, Washington to Oliver project.

The Adopted 2015-2024 Capital Improvement Program includes $1,200,000 in 2016 for the intersection project. Of the $1,200,000, $400,000 is funded by the Highway Safety Improvement Program (HSIP), with the remaining $800,000 funded by general obligation (GO) bonds, which will allow for right-of-way acquisition, utility relocation, construction, and City staff administration and oversight costs.

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

Recommendation/Action: It is recommended that the City Council approve the design concept and budget, and adopt the resolution.

Attachments: Resolution and budget sheet.

Project Request

◉ CIP ◯ Non-CIP CIP YEAR: 2016 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85254

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: 03-15-16 REQUEST DATE:

PROJECT # : 211553 PROJECT TITLE: Douglas & Hydraulic Intersection

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Douglas & Hydraulic Intersection

OCA # : 707098 OCA TITLE: Douglas & Hydraulic Intersection

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ◯ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9720 G.O. Bonds	$800,000.00	2999 Contractuals	$800,000.00
8062 Federal pass thru State	$400,000.00	2999 Contractuals	$400,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$1,200,000.00	**EXPENSE TOTAL:**	$1,200,000.00

NOTES: $400,000 from the Highway Safety Improvement Program

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE: 02/26/16

DEPARTMENT HEAD: DATE: 3/1/16

BUDGET OFFICER: DATE: 2/26/16

CITY MANAGER: DATE:

RESOLUTION NO. ____-_____

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

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Right-of-way acquisition, utility relocation, City staff administration and oversight cost and construction of improvements to Douglas and Hydraulic Intersection (472-85254).

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

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **$1,200,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. 16-048

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

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Right-of-way acquisition, utility relocation, City staff administration and oversight cost and construction of improvements to Douglas and Hydraulic Intersection (472-85254).

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

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **$1,200,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on March 15, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

Agenda Item No. IV-5

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council Members

SUBJECT: General Obligation Note Sale

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Ratify the award of the bid.

Background: On February 23, 2016, Resolution 16-040 was adopted by the City Council authorizing the sale of one series of general obligation (GO) temporary notes (Series 278) in the principal amount not to exceed $40,000,000. The temporary notes provide short-term financing of improvements that shall be permanently financed through the issuance of bonds, pay-as-you-go financing or other sources. The notes are being issued on a reimbursement basis to finance project costs previously incurred.

The resolution authorized the sale of the GO notes, which was held on Thursday, March 10, 2016, and provided authority for the City Manager or his designee to accept the best conforming bid with ratification of the bid and adoption of the note resolution by the City Council at its next regularly scheduled meeting.

Analysis: The proceeds from the sale of the Series 278 Notes will be used to provide interim financing for City at-large projects, improvement district projects and public improvement projects.

Bids were accepted electronically through ***PARITY*** Electronic Bid Submission System on Thursday March 10, 2016 until 10:00 a.m. CT in the Finance Conference Room, at which time the bids were publicly received. By law, the City must award the sale of the notes to the bidder whose proposed interest rate results in the lowest overall cost to the City.

Five bids were received for the Series 278 Temporary Notes with the lowest bid at a true interest cost (TIC) of 0.6825% received from Bank of America Merrill Lynch.

Financial Considerations: The Series 278 Temporary Notes are subject to optional redemption on and after October 15, 2016 and will mature on April 15, 2017. The Notes will be retired using cash, the proceeds of permanent financing bonds and/or renewal notes issued at that time or from other sources.

Legal Considerations: The authorizing resolution has been prepared by Bond Counsel and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: (1) ratify the award of the bid by the City Manager for the Notes; (2) adopt the Note Resolution; and (3) authorize the necessary signatures.

Attachments:
Note Resolution
Parity Bid Results – Series 278

Gilmore & Bell, P.C.
03/10/2016

RESOLUTION NO. 16-049

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

MARCH 15, 2016

GENERAL OBLIGATION TEMPORARY NOTES
SERIES 278

JLN\600809.70410\BASICDOCS-SERIES 278 (03-10-16)

RESOLUTION

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. 2

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. 9
Section 202. Description of the Notes. 9
Section 203. Designation of Paying Agent and Note Registrar. 9
Section 204. Method and Place of Payment of the Notes. 10
Section 205. Payments Due on Saturdays, Sundays and Holidays. 10
Section 206. Registration, Transfer and Exchange of Notes. 10
Section 207. Execution, Registration, Authentication and Delivery of Notes. 11
Section 208. Mutilated, Lost, Stolen or Destroyed Notes. 12
Section 209. Cancellation and Destruction of Notes Upon Payment. 12
Section 210. Book-Entry Notes; Securities Depository. 12
Section 211. Nonpresentment of Notes. 14
Section 212. Preliminary and Final Official Statement. 14
Section 213. Sale of the Notes. 14

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer. 14
Section 302. Selection of Notes to be Redeemed. 14
Section 303. Notice and Effect of Call for Redemption. 15

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. 16
Section 402. Levy and Collection of Annual Tax. 17

ARTICLE V

**ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF NOTE PROCEEDS**

Section 501. Creation of Funds and Accounts. 17
Section 502. Deposit of Note Proceeds. 17
Section 503. Application of Moneys in the Improvement Fund. 17

Section 504. Substitution of Improvements; Reallocation of Proceeds. 18
Section 505. Application of Moneys in the Redemption Fund. 18
Section 506. Application of Moneys in Debt Service Account. 18
Section 507. Deposits and Investment of Moneys. 19

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. 19
Section 602. Limitation on Rights of Owners. 20
Section 603. Remedies Cumulative. 20

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. 20

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. 21
Section 802. Survival of Covenants. 21

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. 21
Section 902. Failure to Comply with Continuing Disclosure Requirements. 21

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. 22
Section 1002. Amendments. 22
Section 1003. Notices, Consents and Other Instruments by Owners. 23
Section 1004. Notices. 23
Section 1005. Electronic Transactions. 24
Section 1006. Further Authority. 24
Section 1007. Severability. 24
Section 1008. Governing Law. 24
Section 1009. Effective Date. 24

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 16-049

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 278, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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, pursuant to the provisions of the laws of the State of Kansas applicable thereto, as described in the definition of the "Act" herein, by proceedings duly had, the City Council (the "Governing Body") of the Issuer has caused the improvements listed on ***Schedule I*** attached hereto (collectively the "Improvements") to be made; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue pursuant to the Act; and

WHEREAS, the Issuer has heretofore issued the following temporary notes to temporarily finance all or a portion of the costs of the Improvements (collectively the "Series 272 Notes"):

Series	***Dated Date***	***Maturity Date***	***Original Amount***	***Outstanding Amount***
272	July 15, 2015	April 15, 2016	$16,150,000	$6,380,000

; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements and to retire a portion of the Series 272 Notes; and

WHEREAS, the Governing Body has advertised the sale of the Notes and at a meeting held this date, ratified the award of the sale of such temporary notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Issuer's General Obligation Temporary Notes, Series 278 in the principal amount of $40,000,000 (the "Notes") to pay a portion of the costs of the Improvements and to retire a portion of the Series 272 Notes.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive (specifically including K.S.A. 10-123) and K.S.A. 10-620 *et seq.* In addition, Act means K.S.A. 12-685 *et seq*., K.S.A. 12-6a01 *et seq*., K.S.A. 12-1770 *et seq*. and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC.

"City" means the City of Wichita, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"Consulting Engineer" means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

"Costs of Issuance" means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

"Dated Date" means April 15, 2016.

"Debt Service Account" means the Debt Service Account for General Obligation Temporary Notes, Series 278 (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Note which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Director of Finance" means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance or Finance Manager of the Issuer.

"Disclosure Undertaking" means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-077 of the Issuer.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created by or referred to in ***Section 501*** hereof.

"Improvement Fund" means the Improvement Fund for General Obligation Temporary Notes, Series 278 created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements described on ***Schedule I*** to this Note Resolution and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

"Interest Payment Date(s)" means the Maturity of the Note.

"Issue Date" means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Maturity" when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Note Payment Date" means any date on which principal of or interest on any Note is payable.

"Note Register" means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

"Note Registrar" means the State Treasurer and its successors and assigns.

"Note Resolution" means this resolution relating to the Notes.

"Notes" means the General Obligation Temporary Notes, Series 278, authorized and issued by the Issuer pursuant to this Note Resolution.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

Bank of America Merrill Lynch
One Bryant Park, 9th Floor
New York, New York 10036
Fax: (646) 736-6960

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

Standard & Poor's Ratings Services, a division of
McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York, New York 10004

"Notice Representative" means:

(a) With respect to the Issuer, the Director of Finance.

(b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means Issuer's Official Statement relating to the Notes.

"Outstanding" means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

(a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of ***Section 701*** hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

"Owner" when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means 100% of the principal amount of the Notes, plus a premium of $76,000.

"Purchaser" means Bank of America Merrill Lynch, New York, New York, the original purchaser of the Notes, and any successors and assigns.

"Rating Agency" means any company, agency or entity that provides financial ratings for the Notes.

"Record Dates" for the interest payable on any Interest Payment Date means the first day (whether or not a Business Day) of the calendar month of such Interest Payment Date.

"Redemption Fund" means the Redemption Fund for General Obligation Temporary Notes, Series 272 created pursuant to ***Section 501*** hereof.

"Refunded Notes" means that portion of the Series 272 Notes retired from the proceeds of the Notes and other available funds of the Issuer.

"Refunded Notes Maturity Date" means April 15, 2016.

"Replacement Notes" means Notes issued to the Beneficial Owners of the Notes in accordance with ***Section 211*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 272 Notes" means the General Obligation Temporary Notes, Series 272, dated July 15, 2015.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Section 205*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in ***Section 504(a)*** hereof.

"Treasurer" means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 278, of the Issuer in the principal amount of $40,000,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) refund the Refunded Notes.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity	**Principal Amount**	**Annual Rate of Interest**
04/15/2017	$40,000,000	0.875%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 205*** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq*.

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated

Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Section 304*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to ***Section 205*** hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed

or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates

representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository)**,** and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated March 2, 2016, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Director of Finance of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 15, 2016, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less

than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Article are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, tax increment revenues or from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

(a) Improvement Fund for General Obligation Temporary Notes, Series 278.

(b) Redemption Fund for General Obligation Temporary Notes, Series 278.

(c) Debt Service Account for General Obligation Temporary Notes, Series 278.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited, simultaneously with the delivery of the Notes, as follows:

(a) Bid premium received from the sale of the Notes shall be deposited in the Debt Service Account.

(b) An amount necessary to provide for redemption of the Refunded Notes shall be deposited in the Redemption Fund.

(c) The balance of the proceeds of the Notes shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting

Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Director of Finance (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 506. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent

shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with ***Article III*** of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall

be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to ***Article VII*** hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate the covenants regarding continuing disclosure contained in ***Section 901*** hereof and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) Extend the maturity of any payment of principal or interest due upon any Note;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;

(c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note

Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Wichita, Kansas, on March 15, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on March 15, 2016, as the same appears of record in my office.

DATED: March 15, 2016.

_____
Karen Sublett, City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A
(FORM OF NOTES)

REGISTERED NUMBER ____ **REGISTERED $**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 278

Interest Rate:	**Maturity Date:**	**Dated Date: April 15, 2016**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to

the Paying Agent in writing by such Registered Owner; or (b) in the case of a payment to Cede & Co. by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal) By: _____(manual or facsimile)_____
Mayor

ATTEST:

By: _____(manual or facsimile)_____
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal) _____(manual or facsimile)_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 278, of the City of Wichita, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By _____

Registration Number: 0709-087-041516-___

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes, Series 278," aggregating the principal amount of $40,000,000 (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, particularly Article 12, Section 5, thereof, and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 12-685 *et seq*., K.S.A. 12-6a01 *et seq*., K.S.A. 12-1770 *et seq*., K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Note Resolution), from tax increment revenues or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption. The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will

evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of April 15, 2016.

WITNESS my hand and official seal.

(Facsimile Seal)

_____(facsimile)_____
Clerk

JLN\600809.70410\BASICDOCS-SERIES 278 (03-10-16)

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Treasurer of the State of Kansas

SCHEDULE I

LIST OF IMPROVEMENTS

CITY OF WICHITA, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 278
CAPITAL IMPROVEMENTS

	PPN	OCA	Description Of Project	Renewal Notes	Amount Required 04/15/2016 New Notes*
			ARTERIAL IMPROVEMENTS		
1	204379	706913	13th St.-135th W/Azure	$0	$ 84,657
2	205399	706933	13th St., I-135-Woodlawn 472-84320	0	20,202
3	205404	706938	135th St. W., Maple-Central	0	456,340
4	205411	760945	Meridian, Pawnee-Orient 472-84309	0	87,356
5	207435	706969	Harry, Turnpike-Rock 472-84577	0	245,652
6	208454	706989	29th, Ridge-Hoover 472-84691	0	23,120
7	208457	706992	37th St. W., Broadway-Hydraulic	0	139,035
8	209472	707007	Railroad Corridor Separation Study	0	82,023
9	210485	707020	Meridian, Orient-McCormick 472-84919	0	23,105
10	210494	707029	St Francis & Commerce	0	6,678
11	211502	707037	Mt Vernon & Oliver Intersection 472-85402	0	81,511
12	211506	707041	K-96/Greenwich Inter. Improvements 472-85066	0	115,452
13	211507	707042	William Street, Main-Emporia 472-85077	0	13,035
14	211509	707044	Arterial Sidewalk/Ramp 2013 472-85074	0	29,201
15	211513	707048	Pawnee, Hydraulic-Grove 472-85101	0	96,750
16	211514	707049	Douglas, Washington-Oliver D 472-85102	0	140,916
17	211516	707055	Bike Enhancement Projects M	0	644,427
18	211524	707060	Meridian, Pawnee-McCormick 472-85124	0	114,170
19	211526	707062	Con Pvmt. Maint. 2014 472-85133	0	7,949
20	211527	707063	2014 CIP Thermal Crack Mntnc	0	28,781
21	211528	707064	37th St N., Oliver-Woodlawn 472-85157	0	166,131
22	211529	707065	127th E., 13th-21st 472-85158	0	97,883
23	211530	707066	143rd St. E, Kellogg-Central	0	70,935
24	211531	707067	45th & Hillside Intersection 472-85160	0	35,159
25	211532	707068	37th & Hillside Intersection 472-85161	0	696,771
26	211533	707069	13th & Edgemoor Intersection 472-85162	0	27,162
27	211535	707071	Arterial Sidewalk/Ramp 2014 472-85169	0	60,749
28	211537	707073	2015 KLINK & Arterial St. Rehab 2014 472-85173	0	623,287
29	211538	707074	Traffic Signalization 2014 472-85174	0	144,129
30	211540	707086	Mosley/Rock Island from 2nd-3rd 472-85195	0	122,730
31	211541	707087	17th & Oliver Intersection 472-85214	0	107,235
32	211542	707088	17th St Paving Rehabilitation 472-85215	0	9,685
33	211544	707089	21st & Oliver Intersection 472-85213	0	196,265
34	211547	707084	2015 CIP Thermal Crack Maint. Ph 1 - 4	0	1,944,996
35	211548	707091	Central & Norman 472-85238	0	3,210
			SUBTOTAL ARTERIAL IMPROVEMENTS	**$0**	**$6,746,687**
			BRIDGE IMPROVEMENTS		
1	249140	715724	Lincoln Bridge, Dam @ Ark River 472-84883	$0	$ 35,156
2	249145	715729	Old Lawrence Rd Bridge 472-85116	0	4,533
3	249147	715731	Douglas Bridge at Linden 472-85119	0	19,007
4	249148	715732	21st N Bridge Derby Refinery 472-85120	0	36,425
5	249149	715733	John Mack Bridge Repair 472-85210	0	49,705
6	249150	715734	2015 Biennial Bridge Inspection 472-85233	0	1,255
			SUBTOTAL BRIDGE IMPROVEMENTS	**$0**	**$146,081**

			PARK IMPROVEMENTS		
1	397245	785169	Meridian Dog Park - 2009	$0	$ 1,127
2	397248	785179	2010-2012 Athletic Courts CIP	0	7,969
3	440150	785973	Buffalo Park Improvements 2011	0	10,399
4	440151	785974	Kingsbury Infrastructure	0	15,889
5	440152	785975	Walking Paths 2011-12	0	7,440
6	440153	785976	Park Facilities Improvements 2012	0	120,869
7	440154	785995	Golf CIP Improvements	0	33,754
8	440156	786011	Swimming Pool Improvements 2013 CIP	0	13,529
9	440157	786014	Chisholm Creek Park South 2011	0	18,781
10	440160	796005	Harvest Pool Improvements	0	107,560
11	440162	796007	Athletic Court Improvements 2013	0	49,936
12	440163	796010	MacDonald Golf SW/SE Perimeter Fence	0	21,990
13	440166	796013	2015 OJ Watson Park Improvements	0	125,992
			SUBTOTAL PARK IMPROVEMENTS	**$0**	**$535,235**
			PUBLIC IMPROVEMENTS		
1	435352	792458	Water Walk - Eastbank Development	$ 94,160	$ 19,953
2	435379	792409	City Facilities ADA Compliance	0	81,946
3	435405	792455	CMF Expansion	0	30,708
4	435425	792494	Douglas & Hillside Redevelopment - TIF	181,275	811
5	435426	792500	Exchange Place - TIF	0	12,533,972
6	435427	792503	Cultural Facilities Enhancements	0	23,637
7	435432	792510	Fire Training Grounds	0	6,017
8	435439	792517	Central Library Relocation	0	310,821
9	435462	792545	General Repairs - City Facilities 2009	0	4,949
10	435465	792553	Park Lighting 2009-2011	0	18,525
11	435470	792560	Lawrence Dumont Stadium 2009-2018 CIP	0	9,645
12	435472	792574	Douglas Place Development (GO/TIF)	614,662	95,847
13	435473	792579	Fleet Heavy Equipment Replacement 2012	0	12,643
14	435477	795000	KS Aviation Museum Bldg. Improvements	0	204,617
15	435478	795001	S Market Parking Garage Repair/Renovation	0	1,998,117
16	435479	795002	Fire Apparatus '14	0	92,131
17	435480	795003	Fleet Heavy Equip Replacement '14-'15	0	2,782,200
18	435481	795004	City Facilities Space Utilization - 5th ,8th, & 12th floors	0	137,889
19	435484	795007	General Repairs - City Facilities	0	561,951
20	435486	795009	City Hall Renovations	0	12,667
21	435805	792921	Fire Apparatus '11-'13	0	1,596
22	435806	792922	Aged Fire Station M&R '10/'11 CIP	0	101,807
			SUBTOTAL PUBLIC IMPROVEMENTS	**$890,097**	**$19,042,449**
			FLOOD IMPROVEMENTS		
1	868004	660810	Digital Stormwater Drainage Inv. Contract	$0	$ 99,638
2	869003	660814	Meridian Drainage Outfall 468-84868	0	24,457
			SUBTOTAL FLOOD IMPROVEMENTS	**$0**	**$124,095**
			PAVING IMPROVEMENTS		
1	490297	766279	Washington S 47th W Hydraulic 472-85050	$751,444	$974,101
2	490312	766294	Paving NewMarket V Addn. 472-84607	871,452	10,809
3	490317	766299	Gerogia Ave 472-85107	0	385,960
4	490318	766300	27th N Woodridge Woods N Ad 3rd 472-85047	17,363	0
5	490324	766306	Morris SprgHollow Clear Creek 472-85132	227,223	2,776
6	490325	766307	21st St N Turn Lane MBC 4th Addn. 472-85168	188,124	2,288
7	490327	766309	Paving Ph3 Stonebridge 2nd/3rd 472-84593	0	19,384
8	490332	766311	Shoreline/Paradise Emerald Bay 472-85171	118,885	317

9	490333	766312	Jayson/Kennedy for Woods Addn. 472-84949	0	12,022
10	490334	766313	44th St S Legacy 3rd Addn. 472-84539	16,941	0
11	490335	766314	Ironstone Ct. Sierra Hills 2nd 472-84731	13,327	3,079
12	490336	766315	Dodge/Maywood S Shores Addn. 472-85172	474,479	5,727
13	490337	766316	127th E USD 259 4th Addn.	0	10,835
14	490338	766317	34th St N Fox Ridge Plaza 472-85166	0	185,348
15	490339	766318	Churchill St Krug S Addn. 472-85060	13,845	6,968
16	490340	766319	Pawnee Turn Signal @ 143rd 472-84942	0	3,469
17	490341	766320	21st N. Sidewalk Oak Creek 472-85180	0	5,169
18	490342	766321	Siena Lakes St/Ct 472-85175	0	11,323
19	490343	766322	Kackley Cir Tylers Landing 472-84755	0	259,650
20	490344	766323	Rockhill in Krug S. Addn. 472-85057	0	2,709
21	490346	766325	27th Ct. Stoney Point Addn. 472-84978	0	13,395
22	490347	766326	45th Ct N Falcon Falls 5th Addn.	0	119,890
23	490348	766327	Lights Red Oaks Waterfront 7th Addn. 472-85191	0	94,846
24	490349	766328	Red Oaks Waterfront 7th Addn. 472-85189	0	82,871
25	490350	766329	Red Oaks Waterfront 7th Addn. 472-85188	0	336,284
26	490351	766330	Red Oaks Waterfront 7th Addn. 472-85190	0	78,455
27	490352	766331	Meridian Tyler's Landing 5th Addn. 472-85193	0	97,410
28	490353	766332	Webb Rd & Corporate Hills Dr.	0	55,356
29	490354	766333	Casa Bella 2nd/3rd Addns. 472-84946	0	299,395
30	490355	766334	Paving Courtyards Auburn Hills 472-85126	0	235,360
31	490356	766335	Woods North 3rd Addn. Ph3 472-85048	0	147,528
32	490357	766336	Elder/Elms Streets at Patterson G 472-85221	0	10,002
33	490358	766337	Paving Fox Ridge Plaza Addn. 472-85167	0	67,004
34	490359	766338	Paving JBAR Addn.	0	218,940
35	490360	766339	Brentwood South Addn. Ph 5 472-85218	0	71,726
36	490361	766340	Paving Ph 3B Falcon Falls 2nd 472-85106	0	210,731
37	490364	766343	Paving 111th St. South of Kellogg 472-85228	0	5,100
38	490365	766344	Paving Glenwood Ct. C Hollow 472-85226	0	118,055
39	490366	766345	Paving Yosemite S. Ridge 3 &4 472-84344	0	226,876
40	490368	766347	Whispering Lakes Estates Ph 4 472-85231	0	24,729
41	490369	766348	Paving Bellechase Third Addn. - 472-85079	0	7,899
42	490370	766349	New Market Paving Ph2 2nd Addn. 472-84991	0	2,386
43	490371	766350	New Market Paving Access 2nd Addn. 472-85225	0	2,122
			SUBTOTAL PAVING IMPROVEMENTS	**$2,693,083**	**$4,428,294**
			SANITARY SEWER IMPROVEMENTS		
1	480026	744334	Lateral 37 Main 2 SW Inter 468-84825	$ 23,646	$ 6,059
2	480053	744361	Lat 437 FMC The Ranch Addn. 468-84919	306,269	15,248
3	480057	744365	Lat 3 M18 FMC Casa Bella Addn. 468-84126	42,016	1,892
4	480058	744366	Lat 100 M1 SWI S. Broadway 468-84947	154,955	1,875
5	480059	744367	Lat 519 SWI Legacy 3rd Addn. 468-84312	43,296	106
6	480060	744368	Lat 3 M19 FMC Stonebridge 2/3 468-84148	106,143	317
7	480061	744369	Lat 40 Dist T SS #20 Menlo Park 468-84968	0	2,713
8	480062	744370	Lat 3 M21 FMC Sierra Hills 2nd 468-84517	29,914	1,776
9	480063	744371	Lat 2 M6 NWI Fox Ridge Plaza	0	107,521
10	480064	744372	Lat 542 SWI Siena Lakes Addn. 468-84969	0	116,988
11	480065	744373	Lat 156 M4 SS No 23 Walnut Grove 468-84984	0	2,973
12	480067	744375	Lat 93 M 22 WIS Tallgrass Villa 468-84986	0	6,592
13	480069	744377	Lat 11 M 18 FMC Steppes Ark Valley 468-84979	0	3,548
14	480070	744378	Lat 426 FMC USD 259 4th Addn. 468-84707	0	1,465
15	480074	744382	Lat 5 M13 SS23 Falcon Falls 5th 468-84999	0	188,381
16	480076	744384	Lat35 M19 SWI Tyler's Landing 5th 468-85006	0	3,364
17	480078	744386	Lat 170 War Ind Sewer Stoney 468-84736	0	57,343
18	480079	744387	Lat 171 War Ind Sewer Stoney 468-84737	0	20,208

19	480080	744388	Lat 133 SS No. 23 1040 S Vassar 468-85022	0	12,841
20	480081	744389	Lat 7 M 18 FMC Casa Bella 2nd & 3rd	0	51,526
21	480082	744390	Lat 277 Main 5 SS No. 22 JBAR Addn. 468-85024	0	51,486
22	480083	744391	Lat 2 Main 6A NWI Stonebridge 468-84829	0	14,269
23	480084	744392	Lat 64 CIS-Court Auburn Hills 468-84918	0	94,347
24	480085	744393	Lat 431 FMC Woods N 3rd Addn. 468-84823	0	150,569
25	480087	744395	Lat 545 SWI 55th Street South 468-85020	0	6,415
26	480088	744396	Lat 2 Main 22 FMC Brentwood 468-85029	0	78,484
27	480089	744397	Lat 38 M2 SWIS Bartlow Dr. 468-85032	0	2,332
28	480090	744398	Lat 44 FMC Country Hollow Addn. 468-85041	0	67,977
29	480091	744399	Lat 12 M26 WIS Regency Park 468-85030	0	14,591
30	480092	744400	Lat 444 FMC Whispering Lakes 468-85049	0	9,412
31	480094	744402	SS Ph 2A Newmarket 2nd Addn. 468-85039	0	27,290
			SUBTOTAL SANITARY SEWER IMPROVEMENTS	**$706,239**	**$1,119,908**
			STORM SEWER IMPROVEMENTS		
1	485398	751507	SWD 385 S 47th W Hydraulic 468-84826	$ 452,676	$ 43,469
2	485413	751522	SWS 359 Glen Meadows Addn. 468-84634	226,318	32,910
3	485414	751523	SWS 391 The Ranch Addn. 468-84921	648,258	7,879
4	485416	751525	SWS 374 Greenwich Bus Addn. 468-84745	84,183	211
5	485417	751526	SWS 684 Siena Lakes Addn. 468-84971	0	111,813
6	485418	751527	SWS 686 Tallgrass Villas Addn. 468-84987	0	4,494
7	485419	751528	SWS 668 in Krug S. Addn. 468-84834	0	1,036
8	485420	751529	SWS 395 Steppes Ark Valley Addn. 468-84980	0	124,638
9	485421	751530	SWS 688 Waterfront 7th Addn. 468-85004	0	3,273
10	485423	751532	SWS 689 Tyler's Landing 5th Addn. 468-85007	0	1,880
11	485425	751534	SWD 394 Fox Ridge Plaza 468-84953	0	233,532
12	485426	751535	SWS 681 Fox Ridge Plaza 468-84952	0	256,597
13	485427	751536	SWD 402 Country Hollow Addn. 468-85040	0	63,574
14	485428	751537	SWD 401 Falcon Falls 6th Addn. 468-85038	0	101,224
15	485429	751538	SWS 694 Regency Park Addn. 468-85042	0	17,680
16	485430	751539	SWS 698 Estancia Add 468-85068	0	1,283
17	485431	751540	SWD Cadillac Lake Addn. 468-85057	0	1,095
18	485432	751541	SWS 699 Estancia 468-85072	0	1,108
19	485433	751542	SWD 405 Estancia 468-85070	0	7,464
			SUBTOTAL STORM SEWER IMPROVEMENTS	**$1,411,435**	**$1,015,160**
			WATER IMPROVEMENTS		
1	470148	735475	WDS S 47th W Hydraulic 448-90558	$ 29,310	$ 4,304
2	470171	735498	WDS Glen Meadows Addn. 448-90450	42,082	106
3	470172	735499	WDS The Ranch Addn. 448-90618	65,238	3,430
4	470177	735504	WDS Casa Bella Addn. 448-90145	45,767	2,038
5	470178	735505	WDS Legacy 3rd Addn. 448-90595	42,956	3,561
6	470182	735509	WDS 90506 The Woods Addn. 448-90506	35,832	106
7	470183	735510	WDS 90639 Westfld/Westlink/Arcadia Streets 448-90639	207,685	2,474
8	470184	735511	WDS 90390 Sierra Hills 2 Addn. 448-90390	15,706	928
9	470185	735512	WDS 90564 Krug South Addn. 448-90564	28,588	1,629
10	470186	735513	WDS 90643 Westfield Court 448-90643	58,978	5,091
11	470187	735514	WDS 90636 Siena Lakes Addn. 448-90636	0	1,672
12	470188	735515	WDS 90186 Blackstone Addn. 448-90186	53,668	106
13	470189	735516	WDS 90401 Tyler's Landing 448-90401	53,336	106
14	470190	735517	WDS 90645 Tallgrass Villas Addn. 448-90645	0	6,309
15	470192	735519	WDS 90642 Steppes Ark Valley Addn. 448-90642	0	4,892
16	470194	735521	WDS Falcon Falls 5th Addn. 448-90650	0	4,222
17	470197	735524	WDS Tyler's Landing 5th Addn. 448-90655	0	19,877
18	470199	735526	WDS JBAR Addn. 448-90664	0	25,890

19	470200	735527	WDS Stonebridge Comm. Addn. 448-90559	0	10,932
20	470201	735528	WDS Fox Ridge Plaza Addn. 448-90631	0	58,692
21	470202	735529	WDS Courtyards at Auburn Hills 448-90617	0	37,056
22	470203	735530	WDS Phs Woods North 3rd Addn. 448-90556	0	38,992
23	470205	735532	WDS Brentwood S Addn. Ph 5 448-90670	0	51,126
24	470206	735533	WDS Falcon Falls 2nd Addn. 448-90602	0	38,952
25	470207	735534	WDS Country Hollow Addn. 448-90677	0	31,759
26	470208	735535	WDS Whispering Lakes Est Ph 4 448-90682	0	34,498
27	470211	735536	WDS NewMarket Office 2nd Addn. 448-90524	0	40,237
28	470212	735537	WDS Estancia Addition 448-90693	0	33,106
			SUBTOTAL WATER IMPROVEMENTS	**$679,146**	**$462,091**
			TOTAL TEMPORARY NOTES, SERIES 278	**$ 6,380,000**	**$33,620,000**

TOTAL RENEWAL MONEY	**$ 6,380,000**
TOTAL NEW MONEY	**33,620,000**
TOTAL TEMPORARY NOTES, SERIES 278	**$40,000,000**

***includes costs of issuance**

10:00:31 a.m. CDST	Upcoming Calendar	Overview	Compare	Summary

Bid Results

Wichita
$40,000,000 General Obligation Temporary Notes, Series 278

The following bids were submitted using ***PARITY***® and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

	Amount Awarded (M)	Bidder Name	TIC	Bid Amount
		Bank of America Merrill Lynch	0.682536	40,000M
		Morgan Stanley & Co. LLC	0.921746	40,000M
		Hutchinson, Shockey, Erley & Co.	0.924731	40,000M
		Jefferies LLC	0.964356	40,000M
		Oppenheimer & Co., Inc.	1.091692	40,000M
Awarded Totals	0M			200,000M
Issue Size	40,000M			

Save

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

© 1981-2002 i-Deal LLC, All rights reserved, Trademarks

Upcoming Calendar	Overview	Result	Excel

Bank of America Merrill Lynch - New York , NY's Bid

PARITY

Wichita

$40,000,000 General Obligation Temporary Notes, Series 278

For the aggregate principal amount of $40,000,000.00, we will pay you $40,076,000.00, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
04/15/2017	40,000M	0.8750	0.6730	100.200

Bid:	100.190000
Premium:	$76,000.00
Net Interest Cost:	$274,000.00
TIC:	0.682536

Time Last Bid Received On:03/10/2016 10:00:00 CST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Bank of America Merrill Lynch, New York , NY
Contact: Jim Brewer
Title: Director
Telephone:212-449-5544
Fax: 646-736-6960

Issuer Name: City of Wichita

Company Name: Bank of America Merrill Lynch

Accepted By:

Accepted By:

Date: 3/10/16

Date: 3/10/16

© 1981-2002 i-Deal LLC, All rights reserved, Trademarks

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous and Unsafe Structure (District I)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

Recommendations: Close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the Board of Building Code Standards and Appeals (BBCSA) recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure.

Background: On February 2, 2016, a report was submitted with respect to the dangerous and unsafe conditions on the property listed below. The City Council adopted resolutions providing for a public hearing to be held on the condemnation actions at 9:30 a.m. or soon thereafter, on March 15, 2016.

Analysis: On January 11, 2016, the BBCSA conducted a hearing on the property listed below.

Property Address	Council District
a. 1621 N. Chautauqua Ave	I

Detailed information/analyses concerning the property are included in the attachments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of Federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to twenty percent (20%) of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional five hundred dollar ($500) charge to cover associated costs of the condemnation, including title search, publishing, copying and mailing costs. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Legal Considerations: The resolution and notice of hearing were reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair any structure would be contingent on the following: (1) All taxes have been paid to date as of March 15, 2016; (2) the structure has been secured as of March 15, 2016, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of March 15, 2016, and will be so maintained during renovation.

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

Attachments: Case summary, CDM summary and follow-up history

DATE: January 23, 2016

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1621 N CHAUTAUQUA AVE

LEGAL DESCRIPTION: LOTS 17 AND 19, ON MT OLIVE, NOW CHAUTAUQUA AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 32 x 38 feet in size. Vacant and open, this structure has been damaged by fire. The structure has a fire damaged composition roof; fire damaged vinyl siding; fire damaged and missing windows and doors; and badly fire damaged front porch and ramp.

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

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

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

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

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

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

_____ _____

Director of Metropolitan Area Building and Construction Department Date
Enforcing Officer

DATE: January 23, 2016

BCSA GROUP # 4

ADDRESS: 1621 N CHAUTAUQUA AVE

ACTIVE FIELD FILE STARTED: March 4, 2014

NOTICE(S) ISSUED: Since March 4, 2014, a notice of improvement and several violation notices have been issued.

PRE-CONDEMNATION LETTER: February 24, 2015

TAX INFORMATION: The 2014 and 2015 taxes are delinquent in the amount of $642.76, which includes interest.

MABCD COST ASSESSMENTS/DATES: There is a 2016 special assessment for weed cutting in the amount of $140.49, which includes interest.

PREMISE CONDITIONS: Some trash and miscellaneous debris.

VACANT NEGLECTED BUILDING REPORT: None

MABCD NUISANCE & ABATEMENT REPORT: In March 2009, a neighborhood nuisance enforcement case was initiated resulting in owner compliance. In June 2015, a tall grass and weeds case was initiated resulting in owner compliance. In August 2015, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of $140.00.

POLICE REPORT: In the past five years there have been thirty nine reported police incidents at this location including aggravated assault other, larceny services, battery, (8) battery domestic violence, simple assault domestic violence, battery LEO, (2) intimidation, intimidation domestic violence, fighting domestic violence, pedestrian violation, destruction to auto, (19) miscellaneous reports and suspicious character other,

FORMAL CONDEMNATION ACTION INITIATED: September 24, 2015

RECENT DEVELOPMENTS: No repairs have been made and the structure is unsecure with open front windows and garage doors.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. &A. RECOMMENDATION: At the January 11, 2016, BCSA hearing there was no one present to represent this property.

Vacant and open, this one-story frame dwelling is about 32 x 38 feet in size. This structure has been damaged by fire. The structure has a fire damaged composition roof; fire damaged vinyl siding; fire damaged and missing windows and doors; and badly fire damaged front porch and ramp.

In agreement with staff recommendation, Board Member Coonrod made a motion to refer the property to City Council for condemnation, with ten days to begin demolition and ten days to complete wrecking the structure. Board Member Redford seconded the motion. The motion was approved (8 – 0).

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

March 15, 2016
City Council
Removal of Dangerous Structure Case Summary

Address	Cncl. Dist.	Hsng. Case Age	Cndm. Init. Date	BCSA Hearing Date & Recommendation	Owner/ Rep. At BCSA ?	Open or Secure	Premise Cond. Status	Property Tax Status	Special Assessments
1621 N. Chautauqua Ave	I	2 yrs.	09/24/15	01/11//16 - 10/10	No	Unsecure with open front windows and garage doors.	Some trash and miscellaneous debris.	The 2014 and 2015 taxes are delinquent in the amount of $642.76, which includes interest.	There is a 2016 special assessment for weed cutting in the amount of $140.49, which includes interest.

Agenda Report No. V-I

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: ZON2015-00009 – CON2015-00008 – City Zone Change from Single-Family Residential to Two-Family Residential and a Conditional Use to Allow Multi-Family Residential Density on Property Generally Located West of North Arkansas Avenue and Northeast of the West 31st Street North - Mascot Avenue Intersection (District VI)

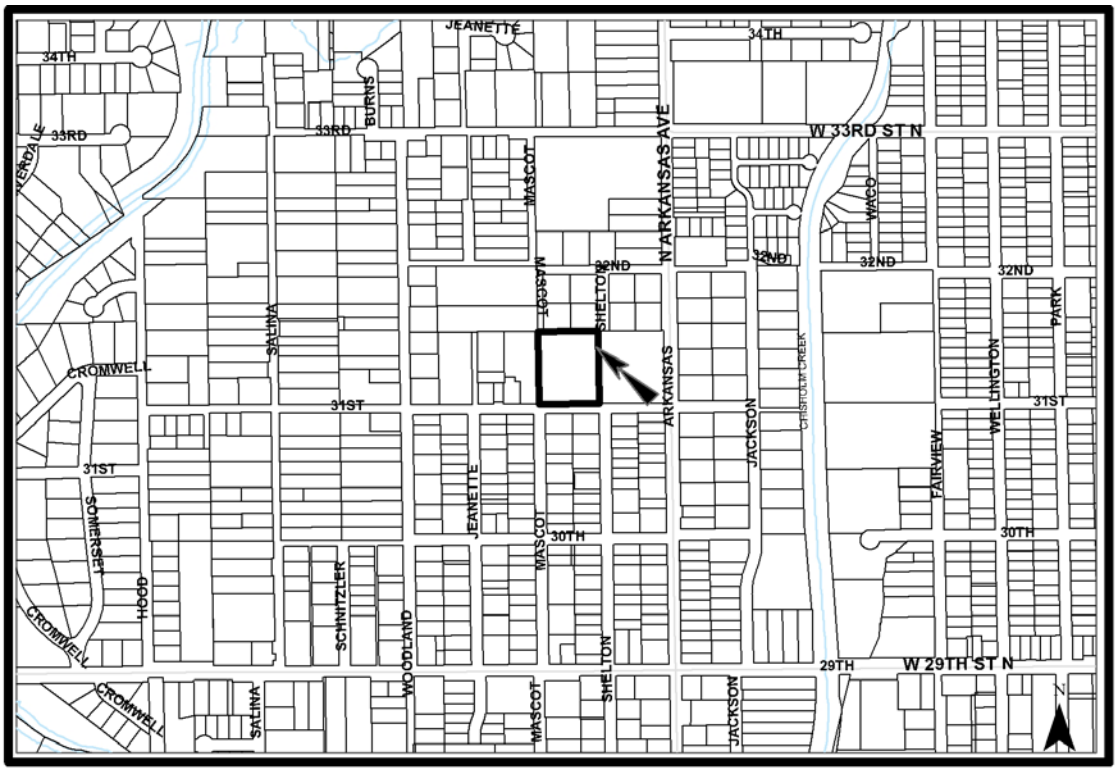
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: The MAPC recommended approval of the request (9-0).

DAB Recommendation: District Advisory Board VI recommended approval of the request (5-0).

MAPD Staff Recommendation: The Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the undeveloped, unplatted 2.53-acre SF-5 Single-Family Residential zoned tract, located west of North Arkansas Avenue and north of the West 31st Street North – Mascot Avenue intersection. The applicant also proposes a conditional use to allow duplex development at a higher density than permitted in the TF-3 zoning district, subject to the following conditions:

(1) The site will be developed with nine (9) single-family residences and seven (7) duplexes for a total of 23 living units on the approximately 2.53-acre site.
(2) The site will be developed as shown on an approved site plan and in compliance with all the UZC's development standards for multi-family residential development including, but not limited to, compatibility setbacks, parking, screening, lighting and landscaping.

Analysis: On March 18, 2015, District Advisory Board (DAB) VI considered and denied (6-1) the requested TF-3 zoning and the conditional use as proposed by the applicant. There were protesters at the DAB VI meeting. The protesters were concerned that the site would generate a possible increase in traffic to the area, a possible rise in accidents associated with additional traffic, drainage concerns, and that the proposed development would not fit the neighborhood's design and density.

On March 19, 2015, the Metropolitan Area Planning Commission (MAPC) considered the request. The MAPC expressed concerns about the requested residential density and the scale of the development being out of character with the area. As a result The MAPC reduced the requested residential density from 23 living units to 18 living units and required two on-site parking spaces per dwelling unit. The MAPC approved (9-0) the requested TF-3 zoning and the conditional use subject to the following conditions:

(1) The site will be developed with a total of 18 living units with two on-site parking spaces per dwelling unit on the approximately 2.53-acre site.
(2) The site will be developed as shown on an approved site plan and in compliance with all the UZC's development standards for multi-family residential development including, but not limited to, compatibility setbacks, parking, screening, lighting and landscaping.

There were protesters at the MAPC meeting. The protesters were concerned that the site would generate a possible increase in traffic to the area, a possible rise in accidents associated with additional traffic, a possible lack of on-site parking, that the proposed density would degrade the neighborhood, drainage concerns and that the proposed development would not fit the neighborhood's design and density.

During the two-week protest period following the March 19, 2015, MAPC meeting the Metropolitan Area Planning Department received valid protests that total 47.28 percent of the of the land area located within the 200-foot protest radius of the perimeter of the application area. There were also appeals against the zoning and conditional use located outside the 200-foot protest radius. It takes six votes to overturn valid protests that total more than 20 percent of the land area within the 200-foot protest radius of the perimeter of the application area.

Prior to the request proceeding to the City Council for final action, the applicant requested a deferral. Subsequently the applicant requested that a revised conditional use proceed to DAB VI for reconsideration at the October 5, 2015, DAB VI meeting. DAB VI deferred action on the revised request until the October 21, 2015, DAB VI meeting, due to the feeling that insufficient notice was provided to the protesters.

On October 21, 2015, DAB VI considered the requested TF-3 zoning and the applicant's revised conditional use, subject to platting within a year of approval by the governing body and the following conditions:

(1) The site shall be developed with a total of 18 living units, with a maximum of nine duplexes and two on-site parking spaces per dwelling unit on the approximately 2.53-acre site.
(2) Each living area unit shall have two off-street parking spaces located on the driveway of each living unit.
(3) Each living unit shall have a carport.

(4) A reserve(s) shall be platted for drainage, open space, and a playground.
(5) There shall be a 32-foot wide public street ending in a cul-de-sac designed to the Subdivision Regulations for narrow residential streets for the development.
(6) There shall be a 'stone' wainscot located along the shared entrance-porch portion of the front of the duplexes. The front of the duplexes will share and face the same front yard, all as shown on the elevations provided by the applicant.
(7) The site shall be developed in general conformance to an approved site plan and elevations, with all the UZC's development standards for multi-family residential development including, but not limited to, compatibility setbacks, parking, screening, lighting and landscaping.

The DAB noted that the residential density, the on-site parking and the site being developed in conformance to an approved site plan reflected the MAPC's approval. The DAB also noted that the applicant proposed design changes that included a carport for each duplex, reserves for open space and playground, better internal circulation and ingress-egress, improved elevations and a more conventional orientation of the duplexes. The DAB VI members voted (5-0) to recommend approval of the proposed zoning change and the request for a conditional use, subject to the above conditions. There were no protesters at the DAB VI meeting. Since the October 21, 2015, DAB VI meeting, the applicant has a site plan that shows one large reserve for drainage, a playground, and open space.

None of the valid protests totaling 47.28 percent of the of the land area located within 200-feet of the perimeter of the application area have been withdrawn, therefore it shall take six votes to overturn the valid protests.

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

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

Recommendation/Actions: It is recommended that the City Council: 1) Concur with the findings of the MAPC and approve the zoning, subject to platting within a year of approval by the governing body and the DAB's October 21, 2015, recommendation on the conditional use (requires six votes to overturn the protests); instruct the Planning Department to forward the resolution for adoption and withhold publication of the ordinance until it is forwarded for first reading when the plat is forwarded to the City Council.

Attachments:

- MAPC minutes
- DAB memos
- Ordinance
- Resolution
- Site Plans and elevations
- Protest map

RESOLUTION No. 16-051

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT DUPLEX DEVELOPMENT WITH MULTI-FAMILY RESIDENTIAL DENSITY ON APPROXIMATELY 2.53-ACRES ZONED TF-3 TWO-FAMILY RESIDENTIAL ("TF-3"), GENERALLY LOCATED WEST OF ARKANSAS AVENUE & NORTHEAST OF THE 31ST STREET NORTH – MASCOT AVENUE INTERSECTION, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

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

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow duplex development with multi-family residential density, on approximately 2.53-acres zoned Two-Family Residential ("TF-3") legally described below:

Case No. CON2015-00008

A Conditional Use to allow duplex development with multi-family residential density on approximately 2.53-acres zoned Two-Family Residential ("TF-3") described as:

Beg 990 FT S & 360 ft W NE Cor. SW ¼ S to Pt 1320 FT N of S LI SW ¼ W 301.5 FT N 387 FT M-L E TO BEG 32-26-1E (Pin No. 00534885), Wichita, Sedgwick County, Kansas, generally located west of Arkansas Avenue and northeast of the 31st Street North - Mascot Avenue Intersection.

SUBJECT TO THE FOLLOWING CONDITIONS:

(1) The site will be platted within a year of the approval of zoning case ZON2015-00009 by the governing body of the City of Wichita. The requested ZON2015-00009's TF-3 zoning and CON2015-00008 will not be in effect until the plat is approved and recorded.
(2) The site will be developed with a total of 18 living units, with a maximum of nine duplexes and two parking spaces per dwelling unit on the approximately 2.53-acre site.
(3) Each living area unit shall have two off-street parking spaces located on the driveway of each living unit.
(4) Each living unit shall have a carport.
(5) There shall be a platted reserve(s) for drainage, a playground, and open space.
(6) There shall be a 32-foot wide public street cul-de-sac designed to Subdivision Regulations for narrow residential streets for the development.
(7) There shall be a 'stone' wainscot located along the shared entrance-porch portion of the front of the duplexes. The front of the duplexes will share and face the same front yard, all as shown on the elevations provided by the applicant.
(8) The site shall be developed in general conformance to an approved site plan (including any adjustments needed as a result of the approved platting of the subject property) and elevations with all the UZC's development standards for multi-family residential development including, but not limited to, compatibility setbacks, parking, screening, lighting and landscaping.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date March 15, 2016.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Jennifer Magana, City Attorney and Director of Law

OCA 150004

ORDINANCE NO. 50-

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00009

Zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3") subject to platting within a year of approval by the governing body and to the conditions contained in Conditional Use CON2015-00008, on an approximately 2.53-acre property described as:

Beg 990 FT S & 360 ft W NE Cor. SW ¼ S to Pt 1320 FT N of S LI SW ¼ W 301.5 FT N 387 FT M-L E TO BEG 32-26-1E (Pin No. 00534885), Wichita, Sedgwick County, Kansas, generally located west of Arkansas Avenue and northeast of the 31st Street North - Mascot Avenue Intersection.

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

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

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE MARCH 19, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00009 and CON2015-00008 – PBP Real Estate, LLC, c/o Chris Lee (applicant/owner) Ruggles & Bohm, P.A., c/o Will Clevenger request a City zone change from SF-5 Single-family Residential to TF-3 Two-family Residential and City Conditional Use request for multi-family residential density on SF-5 Single-family Residential property on property described as:

Beg 990 FT S & 360 ft W NE Cor. SW ¼ S to Pt 1320 FT N of S LI SW ¼ W 301.5 FT N 387 FT M-L E TO BEG 32-26-1E

BACKGROUND: The applicant is requesting TF-3 Two-Family Residential zoning on the undeveloped, unplatted 2.53-acre SF-5 Single-Family Residential zoned tract, located west of Arkansas Avenue and north of the 31st Street North – Mascot Avenue intersection. The applicant is also requesting a Conditional Use to allow a mix of single-family and duplex development at a multi-family residential density on the tract. The Wichita-Sedgwick County Unified Zoning Code (UZC) allows a maximum density of 14.5 dwelling units per acre (a total of 36 dwelling units for the site) in the TF-3 zoning district with approval of a Conditional Use; UZC, Sec.III.B.6.c.(1). The TF-3 zoning district requires a minimum lot size of 3,500-square feet for single-family residential and 3,000-square feet per dwelling unit for duplex and multi-family. The applicant proposes to develop nine (9) single-family residences and seven (7) duplexes for a total of 23 living units on the 2.53-acre tract. These would be the first duplexes in area. The proposed density of 23 dwelling units does not exceed the 36 living units that the Conditional Use would allow. The proposed 23 dwelling units exceeds the 18 single-family dwelling units (minimum 6,000-sqaure foot lot) the current SF-5 zoning allows. The site will be required to provide, but not limited to, on-site drainage detention/retention, access, and easements.

The applicant's site plan shows the nine single-family residences located on the east side of the site, separated from the seven duplexes by an access drive. The duplexes run east to west, with their kitchens abutting The duplexes are separated from the west abutting SF-5 zoned property by another access drive. The development is separated from the north abutting SF-5 zoned property by another access drive. There are three (3) access drives shown on the site plan, which provide internal circulation and access onto 31st Street North. The site plan shows no garages, with parking on the driveway and on a slab in the front yard. The UZC requires one (1) on-site parking space per single-family residence and two (2) parking spaces per duplex. The applicant has stated that residences will be built on a slab with no basements. The site plan shows a detention pond.

SF-5 zoned urban scale and large tract single-family residences (built 1948-2003) and some scattered undeveloped properties abut and are adjacent to the SF-5 zoned site. A TF-3 zoned single-family residence (built 1942) is located south of the site, across 31st Street North. A MF-29 Multi-Family Residential zoned single-family residential development is located two and a half blocks east and a block north of the site; the Savina 5th Addition, recorded June 22, 2007.

The Savina 5th Addition has a density that is closest to the site's with 39 lots located within it's roughly 6-acres of lots. The SF-5 Ortiz Elementary public school, located two blocks north of the site, off of Arkansas and 33rd Street North, is the largest development in the area. The Arkansas and 33rd Street intersection also has a mostly vacant LC Limited Commercial zoned commercial strip as well as undeveloped LC zoned land located on its northeast corner.

CASE HISTORY: The undeveloped SF-5 zoned subject site is not platted. The site and the area were annexed into the city between 1961-1970.

ADJACENT ZONING AND LAND USE:

NORTH: SF-5, MF-29, LC	Single-family residences, undeveloped land, elementary school, mostly vacant commercial strip
SOUTH: SF-5, TF-3	Single-family residences
WEST: SF-5,	Single-family residences,
EAST: SF-5, MF-29	Single-family residences

PUBLIC SERVICES: 31st Street North is a paved residential street with 60 feet of right-of-way at this location. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The "2013 Land Use Guide of the Comprehensive Plan" (Plan) identifies the SF-5 zoned site as "urban residential." The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in large urban municipality. The Plan identifies SF-5 zoning as being compatible with the urban residential category. The SF-5 zoning district allows single-family residences and institutional uses such as a parks, schools and churches, but not duplexes, by right.

The purpose of the TF-3 zoning district is to accommodate moderate-density single-family and duplex residential development, as well as very limited density multi-family development and other complementary land uses. The TF-3 zoning district is generally compatible with the urban residential and "urban development mix" categories of the Plan.

The UZC allows consideration of a maximum density of 14.5 dwelling units per acre in the TF-3 zoning district as a Conditional Use. 14.5 dwelling units per acre is considered moderate-density residential development.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request for TF-3 zoning and the Conditional Use request be **APPROVED**, subject to platting within a year of the approval by the governing body and the following conditions:

(1) The site will be developed with nine (9) single-family residences and seven (7) duplexes for a total of 23 living units on the approximately 2.53-acre site.
(2) The site will be developed as shown on an approved site plan and in compliance with all the UZC's development standards for multi-family residential development including, but not limited to, compatibility setbacks, parking, screening, lighting and landscaping.

This recommendation is based on the following findings:

(1) **The zoning, uses and character of the neighborhood:** The SF-5 zoned urban scale and large tract single-family residences (built 1948-2003) and some scattered undeveloped properties abut and are adjacent to the SF-5 zoned site. A TF-3 zoned single-family residence (built 1942) is located south of the site, across 31st Street North. A MF-29 Multi-Family Residential zoned single-family residential development is located two and a half blocks east and a block north of the site; the Savina 5th Addition, recorded June 22, 2007. The Savina 5th Addition has a density that is closest to the site's with 39 lots located within ita roughly 6-acres of lots. The SF-5 Ortiz Elementary public school, located two blocks north of the site, off of Arkansas and 33rd Street North, is the largest development in the area. The Arkansas and 33rd Street intersection also has a mostly vacant LC Limited Commercial zoned commercial strip as well as undeveloped LC zoned land located on its northeast corner.

(2) **The suitability of the subject property for the uses to which it has been restricted:** The site is currently zoned SF-5 and is not developed. The site could be platted to allow multiple single-family residences, with a minimum lot size of 6,000-square feet.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested TF-3 zoning allows duplexes as well as single-family residences by right. It also permits institutional uses such as parks, schools and churches by right. The requested Conditional Use allows for a maximum density of 14.5 dwelling units per acre in the TF-3 zoning district. The applicant proposes a mix of duplexes (seven) and single-family residences (nine). The request would not introduce TF-3 zoning into the area, but as proposed it would allow the first duplex development into the area. The impact of duplexes into the area, which are typically seen as rental units, as opposed to the site continuing to be undeveloped is uncertain. Ultimately maintenance of property, undeveloped or developed, depends on the ability and inclination of a property owner, which is an unstable dynamic.

(4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would allow the site to be developed with nine (9) single-family residences and seven (7) duplexes for a total of 23 living units on the approximately 2.53-acre site, as well as those uses permitted by right in the TF-3 zoning district. The proposed in-fill development is the second most recent for the area, with the last being the MF-29 zoned Savina 5th Addition's 39 single-family lots located within it's roughly 6-acres of lots. The on slab built single-family residences with carports in the Savina 5th Addition were built in the late 2000s. Denial of the request could impose a financial hardship on the owner. Since 2007 single-family residential development has stalled out, leading to requests for TF-3 zoning and subsequent duplex development on undeveloped SF-5 zoned properties located in the older parts of the city, as in-fill, or in newer SF-5 zoned subdivisions located on the edges of the city. It can be presumed that the duplexes will be rental units, thus decreasing home ownership in the community but providing dwelling units for the community.

(5) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2013 Land Use Guide of the Comprehensive Plan" (Plan) identifies the SF-5 zoned site as "urban residential." The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in large urban municipality. The Plan identifies SF-5 zoning as being compatible with the urban residential category. The SF-5 zoning district allows single-family residences and institutional uses such as a parks, schools and churches, but not duplexes, by right.

The purpose of the TF-3 zoning district is to accommodate moderate-density single-family and duplex residential development, as well as very limited density multi-family development and other complementary land uses. The TF-3 zoning district is generally compatible with the urban residential and "urban development mix" categories of the Plan.

The UZC allows consideration of a maximum density of 14.5 dwelling units per acre in the TF-3 zoning district as a Conditional Use. 14.5 dwelling units per acre is considered moderate-density residential development.

(6) **Impact of the proposed development on community facilities:** All services are in place, and any increased demand on community facilities can be handled by current infrastructure.

BILL LONGNECKER, Planning Staff presented the Staff Report. He reported that the District Advisory Board (DAB) VI voted 6-1 to deny the request. He also mentioned that staff has received quite a few protests on the application. He said concerns expressed include density of the project, drainage and traffic. He said he would let members of the audience give the Commission the particulars on the concerns that they have.

FOSTER asked who will be required to maintain the private streets. He also asked about the setbacks.

LONGNECKER responded that the property owner would provide private street maintenance. He said compatibility setbacks would start at 15 feet up to 25 feet.

DAILEY asked if the zoning is approved, could the proposed use change.

LONGNECKER responded yes, as long as the applicant does not exceed the maximum density of 23 total living units with a mixture of nine single-family residences and seven duplexes.

RICHARDSON asked if the reason for the conditional use was for higher density or other issues.

LONGNECKER said because of higher density. He said the maximum density is 14.5 units per acre.

CHRIS BOHM, RUGGLES AND BOHM, 924 N. MAIN STREET, AGENT FOR THE APPLICANT said this is an application to utilize property that has been vacant since 1995. He said the road was paved in 2000 and there is sanitary sewer in the area. He said drainage concerns were discussed at the DAB meeting because the neighborhood does not have much stormwater extension up into it. He said they will need to do some type of on-site stormwater retention and address the water quality issues. He commented that it was a platting issue; however, and that it comes into play during the design phase because they need to leave room to handle that. He said the site plan is a little flexible because there is a street right-of-way on the northwest corner that needs to be addressed at the time of platting. He said there is also a dead-end road to the northeast of the property, but that is not part of this property.

BOHM said the applicant would like to invest in the neighborhood and sees the need for this type of housing. He said Councilwoman Miller asked if the applicant would consider decreasing the density. He said using the SF-5 zoning that currently exists and minimizing the lot size the applicant could get about 18 single-family units on the site. He said the applicant was asking for 23 dwellings units with the current layout; however, he would be willing to back that down to 20 dwelling units. **BOHM** indicated that he is not sure what that mix would be as far as duplex and single-family units. He said 20 units is only two more than what is allowed by-right under the current SF-5 zoning. He continued by stating that they doubt they will construct a wet detention pond and that it could also be green, open space. He also mentioned play areas and landscaping.

RICHARDSON asked for clarification that two parking spaces would be provided at each duplex. He also asked about Fire access.

BOHM mentioned that although the Code only requires one space per unit, they will be providing approximately one and one half spaces. He indicated that Fire access would be addressed at platting. He mentioned the looped private road throughout the complex.

DAILEY asked if public parking would be allowed on the private road. He specifically mentioned visitors on holidays.

BOHM said that issue was discussed at the DAB and the owner would be willing to sign the road "No Public Parking;" however, that may become an enforcement issue since it would be up to the residents to enforce that since it is not a public street. He said they may need to increase the width of the roadway to allow parking on the streets. He said it is possible that parking could be developed on either side of the green space/detention area.

PETER JANZEN, 3137 N. MASCOT said he is opposed to the proposal. He said the entire neighborhood is large lots and this dense usage is a direct clash to the character of the neighborhood. He said he has concerns about parking. He said another multi-family project was proposed for this same track in the 70's or 80's that was defeated. He said Jeanette and Shelton are dirt roads and a lot of the traffic from the site will increase use of those roads. He said this will also increase the traffic along Mascot. He concluded by saying that those are the reasons he opposes this requested zoning change.

RICHARDSON asked which streets were paved.

JANZEN said Mascot and 31st are paved and Shelton and Jeanette are dirt. He added that those roads are not graded as often as they should be.

CATHERINE LAUGHLIN, 3158 N. MASCOT said her main concern is traffic. She mentioned children in the neighborhood riding their bikes on Mascot. She said the other drive from the property is right across from her garage.

WILLIAM LAUGHLIN, 3158 N. MASCOT said imagine buying a $150,000 home and eight years later having basically a trailer park across the street from you. He said that is what is going to happen to this community. He mentioned that Habitat for Humanity was not located in their neighborhood and the concept of comparing that to this TF-3 at this location are alien to each other. He said he thinks this development will "tank" their property values. He said he thinks the drainage issue has been glossed over. He said right now when they have hard rains in the area the water stands on this vacant piece of land. He said a large pool of water also occurs on the southeast corner of 31st and Arkansas and he can't imagine that getting any better. He said there are no storm drains in the area and this will not make things any better. He said he thinks the issue of on street parking is a good one because they currently have people parking all along Mascot. He said the developer talked about a 6-8 foot retaining wall on the west, north and east sides of the property and he thinks that will turn this into a ghetto. He said he doesn't see how that will encourage people to reach out and see other neighbors in the area. He said dust from Jeanette and Shelton gets into their windows if the wind is blowing the right direction and he doesn't see this making that situation any better. He concluded by mentioning traffic, time the land has been vacant, the Golden Rules in reference to public health and safety and his concern for his elderly chiropractic patients and how this will be a detriment to his business.

JIM TOBEN, 902 W. 31ST STREET NORTH said he lives on the northwest corner of Jeanette and 31st Street. He echoed concerns about traffic flow, safety of neighborhood children and degrading the area. He said he would like to see it left as single-family residential zoning.

VICKIE LEIS, 3244 N. SHELTON AVENUE said she is protesting the proposed rezoning. She mentioned that the proposed retention pond will end up being a danger to children and pets. She said there will be little open ground to soak up rainfall and snow because almost the entire tract will be paved or have a building on it. She said this will create a never ending presence of standing water, except in times of drought, which will attract mosquitoes and children who might be in danger of downing. She said they bought their home because it was located on a cul-de-sac which is not paved, but maintained very well. She said when they bought their home they were told that the lot to the south had a restriction on it to prevent any development. She also mentioned the density and the potential for fire and asked where the fire hydrants will be located. She mentioned the increased pedestrian and bike traffic through the neighborhood. She also mentioned a decrease in their property values. She asked if the owners were present at this meeting and why they didn't come to the DAB meeting.

CHAIR DENNIS said the agent was present to represent the applicant.

MOTION: To give the speaker an additional minute.

WARREN moved, **J. JOHNSON** seconded the motion, and it carried (9-0).

GENE KUHNS, 3245 N. ARKANSAS said he had some issues about too many people in one area and the difficulty it might cause to get safety equipment such as Fire trucks and ambulances into the area. He asked if the roads were going to be big enough and suggested reducing the number of lots in order to make the road wider.

CHAIR DENNIS mentioned that the agent said the applicant would be willing to drop the number of units to 20. He asked if that would be more appealing.

KUHNS suggested 18 units so it wouldn't have to be rezoned.

BOHM said the owner is PPB Realestate, LLC, Chris Lee who has hired Ruggles & Bohm to be the agent on the case. He said the applicant's offer of 20 units affords him the flexibility of developing both single-family and duplex zoning which they feel is a reasonable request. He said there will be no specials for the neighbors as a result of the new development. He said water, sewer, drainage and any new road would be accessed directly to the property. He concluded by commenting that the Comprehensive Plan is calling for "in-fill" housing and the City is working to find pieces of property and develop them especially those that have sat vacant for some time. He said the City has made a large investment in sewer and streets to serve the community and the applicant is a developer willing to make a substantial investment into the neighborhood.

WARREN said he doesn't have a problem with the idea of mixed use but there is a design flaw if they think people are not going to park on the street.

BOHM said if they removed one of the duplexes north of the proposed pond location that could be used for green space and a row of parking or a single-family dwelling could be removed for the same purpose. He said they believe it will be relatively easy to provide additional parking and green space at the site, especially with the concession of less dwelling units. He said the platting may dictate what the final plat looks like with the easements and adjacent streets right-of way.

KLAUSMEYER asked the agent to clarify street widths.

BOHM said 25 foot curb to curb was standard for any apartment complex, in addition to insuring that Fire Department equipment can maneuver and make any turns within the complex. He said the "u" shaped street makes for easier access because people can approach from both directions. He reiterated that they don't know what will happen with the half street at the northwest corner during the platting process. He said he believes the applicant will entertain a different parking ratio to insure that there was enough off-street parking for the units.

RICHARDSON asked if there was a way to allow the developer to develop the area with duplexes but leave it at a maximum density of 18 units.

LONGNECKER said the zoning needs to be changed to TF-3 for duplexes, but the density can be adjusted.

FOSTER asked for further clarification about off street parking.

LONGNECKER said the applicant has met the requirements of the UZC for both duplex and single-family zoning. He said the applicant has also agreed to reduce the number of units from 23 to 20 and create a reserve for additional parking and open green space. He said that will put them beyond the minimum parking spaces required by the UZC.

B. JOHNSON suggested making a small parking lot in the center of the complex so it doesn't appear so dense.

> **MOTION:** To approve subject to staff recommendation and reduction of the number of units from 23 to 20.
>
> **B. JOHNSON** moved, **WARREN** seconded the motion.

FOSTER referenced the Comprehensive Plan and said he can't get past the character of the neighborhood.

> **SUBSTITUTE MOTION:** To deny the application.
>
> **FOSTER** moved, **NEUGENT** seconded the motion.

DIRECTOR SCHLEGEL asked for findings on the recommendation to deny the application.

FOSTER said he is familiar with the neighborhood and mentioned the character and density. He said he believes the density of the proposed development is too high for the neighborhood.

RICHARDSON said he agreed with **COMMISSIONER FOSTER** but he also agrees with the need for infill development. He said he could support a single-family density but allow the developer to develop duplexes with a total of a maximum of 18 units.

WARREN asked what happens next if the substitute motion passes.

LONGNECKER said he believes the applicant would have to wait six months to re-submit the application.

JEFF VANZANDT, ASSISISTANT CITY ATTORNEY said if the substitute motion to deny passes that was the end of this application. He suggested modifying the original motion and withdrawing the substitute motion.

NEUGENT said she agrees with **COMMISSIONER FOSTER** and also recognizes the need for infill development; however, she said she gets concerned about infill development that changes the character of the neighborhood and she believes this project does that.

B. JOHNSON mentioned the neighborhood was probably developed in the 1950's. He said a developer friend of his is filling duplexes as fast as he can build them. He said he believes there has to be provisions for that type of housing.

DAILEY said he supports the idea of duplexes and infill development but he does not think it is appropriate in this area. He said he would support the substitute motion to deny the request.

FOSTER said he was confident in the applicant's ability to make this development work. He mentioned density, width of roadways and drainage. He said he would like to offer a modified motion.

DENNIS mentioned that this was a zoning case, not a platting case. He said items such as drainage and widths of streets are platting issues, not zoning issues that the Planning Commission is discussing. He clarified that 18 single-family units could be built on the property as it is currently zoned.

LONGNECKER responded yes.

FOSTER agreed to withdraw the **SUBSTITUTE** motion. The second **COMMISSION NEUGENT** also agreed to withdraw the motion.

The **SUBSTITUTE MOTION** was withdrawn.

MILLER suggested requiring the applicant to bring the revised site plan back to the Planning Commission for comment.

B. JOHNSON said he would revise his original motion to include 18 units instead of 20 in TF-3. **COMMISSIONER WARREN** agreed to the revised motion.

DENNIS asked if **COMMISSIONER JOHNSON** wanted the revised site plan reviewed by the Planning Commission.

B. JOHNSON said no.

MILLER commented that parking requirements are established in the zoning code as one space per unit. He said if the Planning Commission believes more parking is required they should address it in the motion.

FOSTER said he has observed some of the TF-3 zoning that has previously been approved by the Planning Commission and it never fails, especially in the morning hours, that there are too many vehicles on the street. He said he'd like the off street parking to go to two spaces instead of one.

B. JOHNSON asked the agent, didn't the applicant offer two parking spaces per unit.

BOHM said no, there are roughly one and one-half parking spaces per duplex and one for each single-family unit. He said he believes they can accommodate two parking spaces per unit and if that will tip the scales on application approval. He said he would be willing to go out on a limb and say the applicant is willing to do that.

LONGNECKER requested clarification that the Commission wants two parking spaces per dwelling unit regardless if they are duplex or single-family.

B. JOHNSON said one and one-half parking spaces is more than is required by the UZC, which should be enough.

FOSTER said they are private streets within the complex and not wide enough to accommodate on-street parking. He suggested staying with the two parking spaces per unit.

B. JOHNSON amended the motion to include two parking spaces per unit. **WARREN**, the second, agreed to the amended motion.

MILLER STEVENS asked for the motion to be read.

DENNIS said the amended motion was to approve the rezoning request to TF-3 zoning per staff recommendation and reduce the number of units to 18 with two parking spaces per unit.

The **AMENDED MOTION** carried (9-0).

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: City Council

FROM: Martha Sanchez, Community Liaison, District VI

SUBJECT: **ZON2015-00009 and CON2015-00008**

DATE: October 21, 2015

On Wednesday, October 21, 2015, the District VI Advisory Board considered a request from applicant PBP Real Estate, c/o Chris Lee (applicant/owner) Ruggles & Bohm, P. A., c/o Will Clevenger are requesting a zoning change to TF-3 Two-Family Residential. The proposed site is currently zoned SF-5 Single-Family Residential, 2.53 acres in size and is located at 31st Street North and Mascot Avenue intersection.

Recommended Action: Planning staff recommends that the request for zoning change and the Conditional Use request be approved, subject to the following conditions:

(1) The site will be developed with a total of 18 living units with two parking spaces per dwelling unit on the approximately 2.53-acre site: (The MAPC made this revision which reduced the number of living units from 23 to 18 units & required each living unit to have two on-site parking spaces.)

(2) The site will be developed as shown on an approved site plan and in compliance with all the UZC's development standards for multi-family residential development including, but not limited to, compatibility setbacks, parking, screening, lighting and landscaping.

(3) The site will be developed with 18 living units, reflecting the MAPC recommendations. The applicant is proposing nine duplexes versus the originally proposed 23 living units consisting of nine single-family residences and seven duplexes.

(4) Each living area unit will have two off-street parking spaces located on the driveway of each living unit.

(5) Each living unit will have a carport.

(6) The applicant proposes that the two open lots shown on the revised site plan will be platted as reserves for open space and playground. There will be platted reserves for drainage, playground and open space. Originally the applicant proposed only one reserve for drainage.

(7) There will be a 32-foot wide public street cul-de-sac designed to Subdivision Regulations for narrow residential streets for the development. Originally the applicant proposed a 25.1-foot wide drive that looped through the site, with two intersections onto 31st Street North.

(8) There will be a 'stone' wainscot located along the shared entrance-porch portion of the front of the duplexes. The front of the duplexes will share and face the same front yard, all as shown on the elevations provided by the applicant. To understand differences, compare site plans and elevations for the difference between the original proposal and the revised proposal.

(9) The site shall be developed in general conformance to an approved site plan (including any adjustments needed as a result of the approved platting of the subject property) and elevations.

(10) The site will be platted within a year of approval of the zoning case by the governing body.

The DAB members were provide with the MAPD staff report with recommendation to approve. On March 19, 2015 the Metropolitan Area Planning Commission voted unanimously (9-0), approving the request for zoning change and Conditional Use.

The DAB members voted (5-0) to recommend approval of the proposed zoning change and the request for Conditional Use, subject to the conditions listed in the staff report.

Please review this information when **ZON2015-00009 and CON2015-00008** is considered.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC

FROM: Martha Sanchez, Community Liaison, District VI

SUBJECT: **ZON2015-00009**

DATE: October 6, 2015

On Monday, October 5, 2015, the District VI Advisory Board considered a request from applicant PBP Real Estate, c/o Chris Lee (applicant/owner) Ruggles & Bohm, P. A., c/o Will Clevenger are requesting a zoning change to TF-3 Two-Family Residential. The proposed site is currently zoned SF-5 Single-Family Residential, 2.53 acres in size and is located at 31st Street North and Mascot Avenue intersection.

Recommended Action: Planning staff recommends that the request for zoning change request be approved, subject to platting within a year of the approval by the governing body and the following conditions:

(1) The revised site will be developed as shown on an approved site plan and in compliance with all the UZC's development standards for multi-family residential development including, but not limited to, compatibility setbacks, parking, screening, lighting and landscaping.

The DAB Members were provided with the MAPD staff report with a recommendation to approve.

DAB? Have surrounding residents been notified of the changes? **A**: since it was approved by MAPC, notification letter was not required.
DAB? Does the MAPC have to take over action on the proposed Protective Overlay? **A**: Not that we are aware.
CM: We will check with MAPC staff, in regards if they have to vote and approve the proposed Protective Overlay.
DAB: Is this the finale rendition of the site plan? **A:** No.
Applicant: The site plan may change slightly, but no units will be added or taken away.
DAB: Has the width of the street been reduced? **A:** No, it has been increased to 32ft
Public: Many of the original concerns have been addressed with the revised site plan.

The DAB members voted (6-0) to defer the item to the Oct 21st DAB meeting, to allow written notification be sent out to residents in the area to gain wider community input.

Please review this information when **ZON2015-00009** is considered.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC

FROM: Martha Sanchez, Community Liaison, District VI

SUBJECT: CON2015-0008 & ZON2015-00009

DATE: March 18, 2015

On Wednesday, March 18, 2015, the District VI Advisory Board considered a request from PBP Real Estate, c/o Chris Lee (applicant/owner) Ruggles & Bohm, P. A., c/o Will Clevenger for a conditional use to allow multi-family residential density and zoning change to TF-3 Two-Family Residential. The current zoning of proposed site is SF-5 Single Family residential and located at 31st Street North and Mascot Avenue.

The DAB Members were provided with the MAPD staff report with a recommendation to approve subject to the conditions listed in the staff report.

The applicant's agent was present to clarify and answer any questions from the public or DAB.

Members of the DAB and the public asked the following questions:
DAB? Does the proposed property have a back yard? A: Yes, with a fence.
DAB? Does the proposed site have a storm shelter or storm rooms in the homes? A: No, it's not required.
DAB? Will the pond be fenced? A: At this moment, the location and size of the water retention is undetermined until platting has been approved.
DAB: The increase of residents to the area will also put a strain on USD 259.
DAB? Has the builder contemplated building fewer structures? **A:** We will share that comment with the builder.

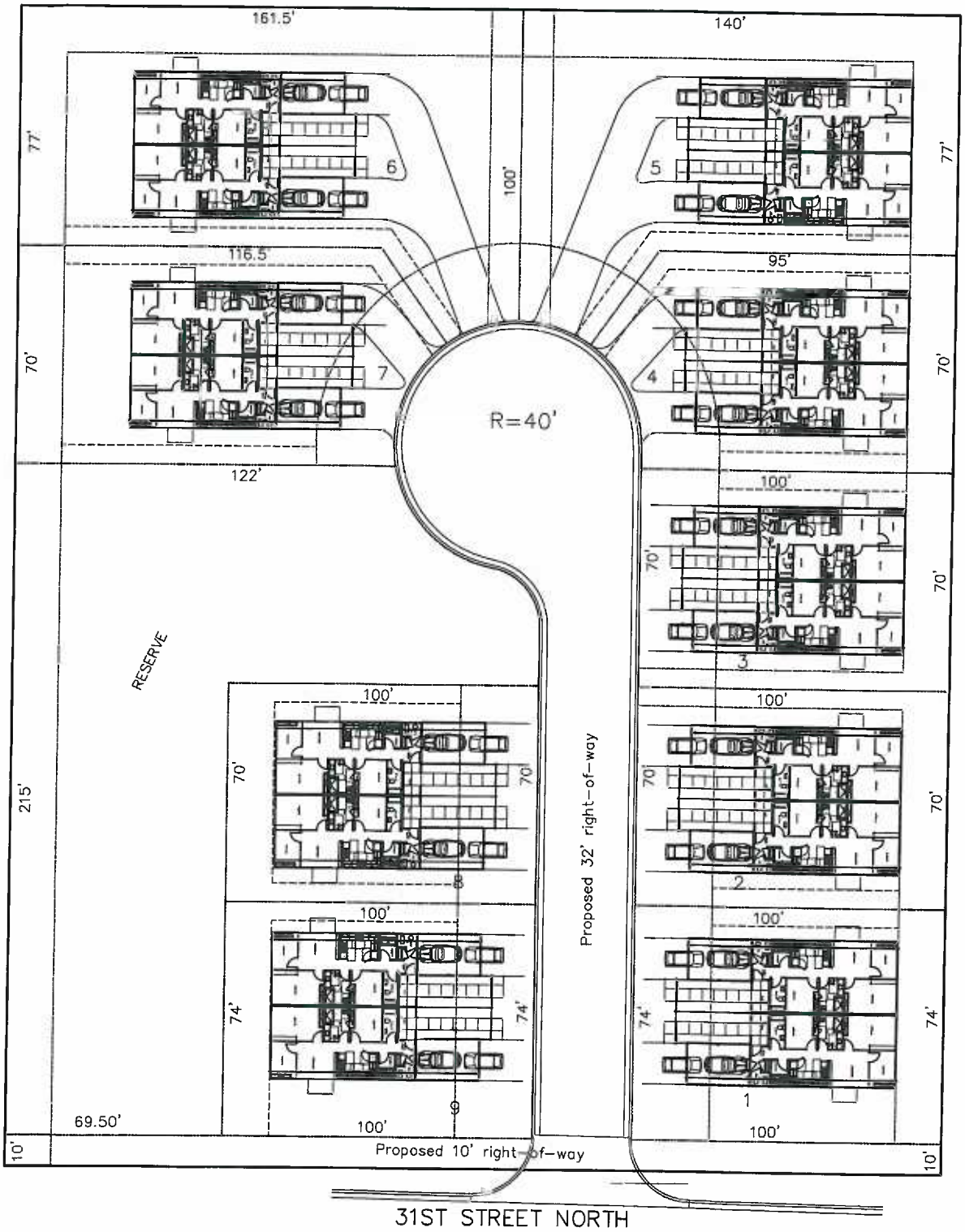
Members of the public shared their concern for the increase in traffic to the area. The risk involved is with additional vehicles entering and exiting the proposed site, and the development does not fit the conformity of the neighborhood.

The DAB members voted (6-1) to recommend denial for the request for zoning change and conditional use permit.

Please review this information when **ZON2015-0009 & CON2015-00008** is considered.

March 15, 2016 WCC

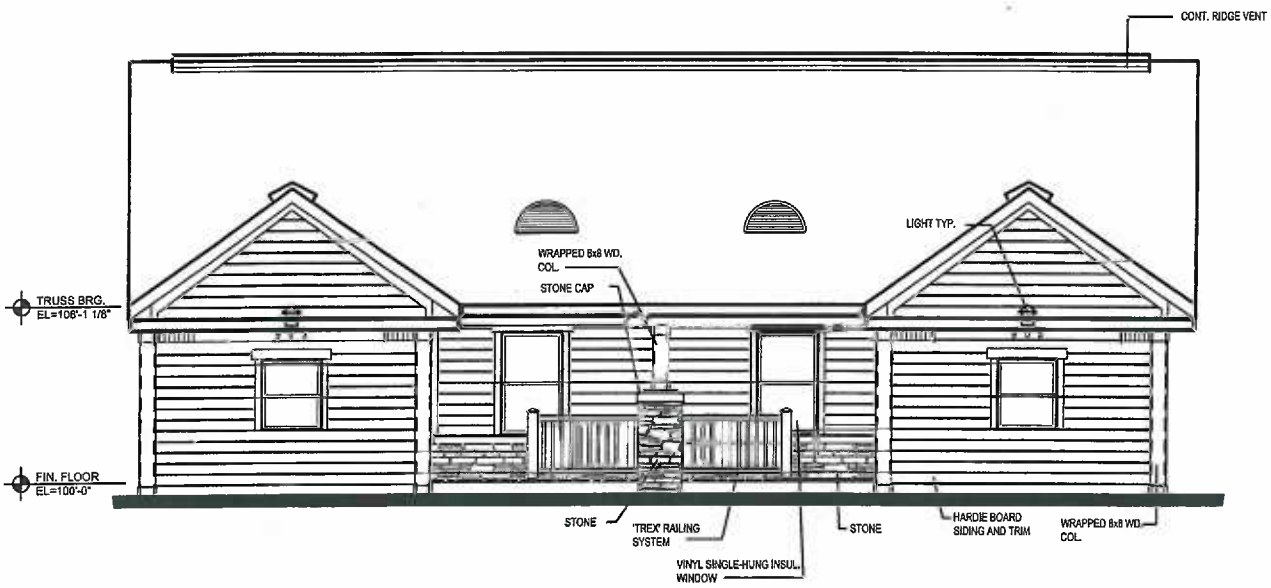
CON2015-08 SITE PLAN

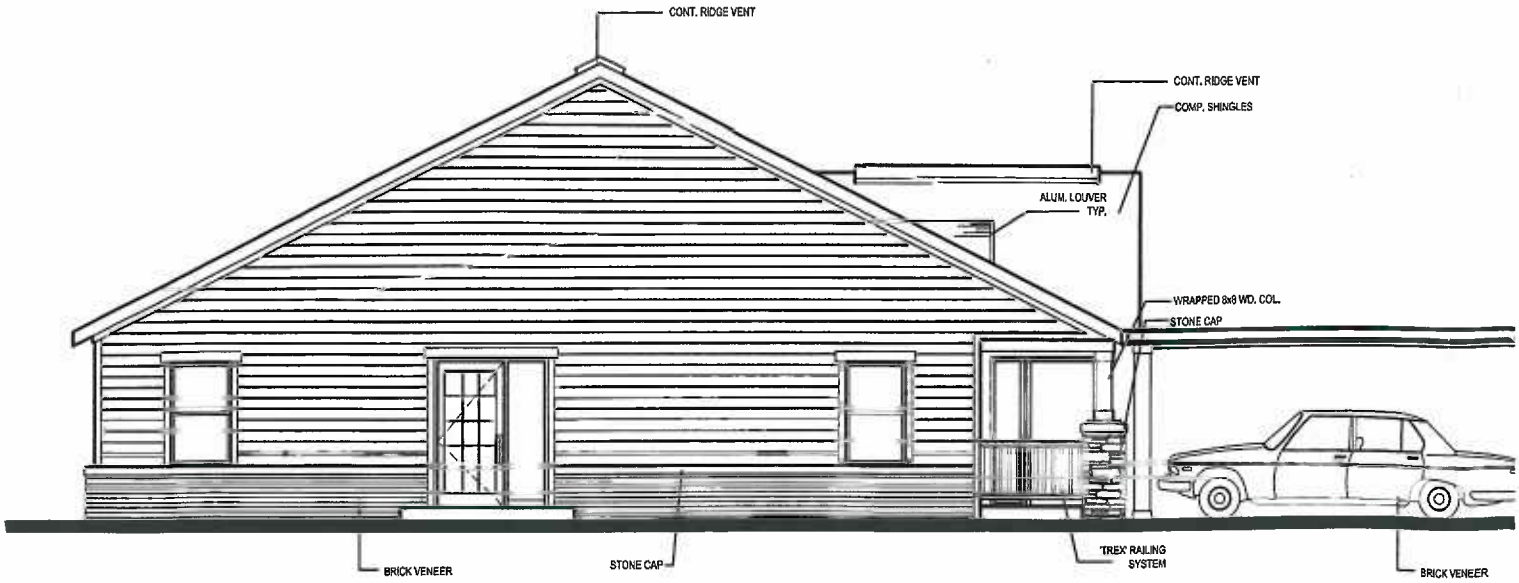


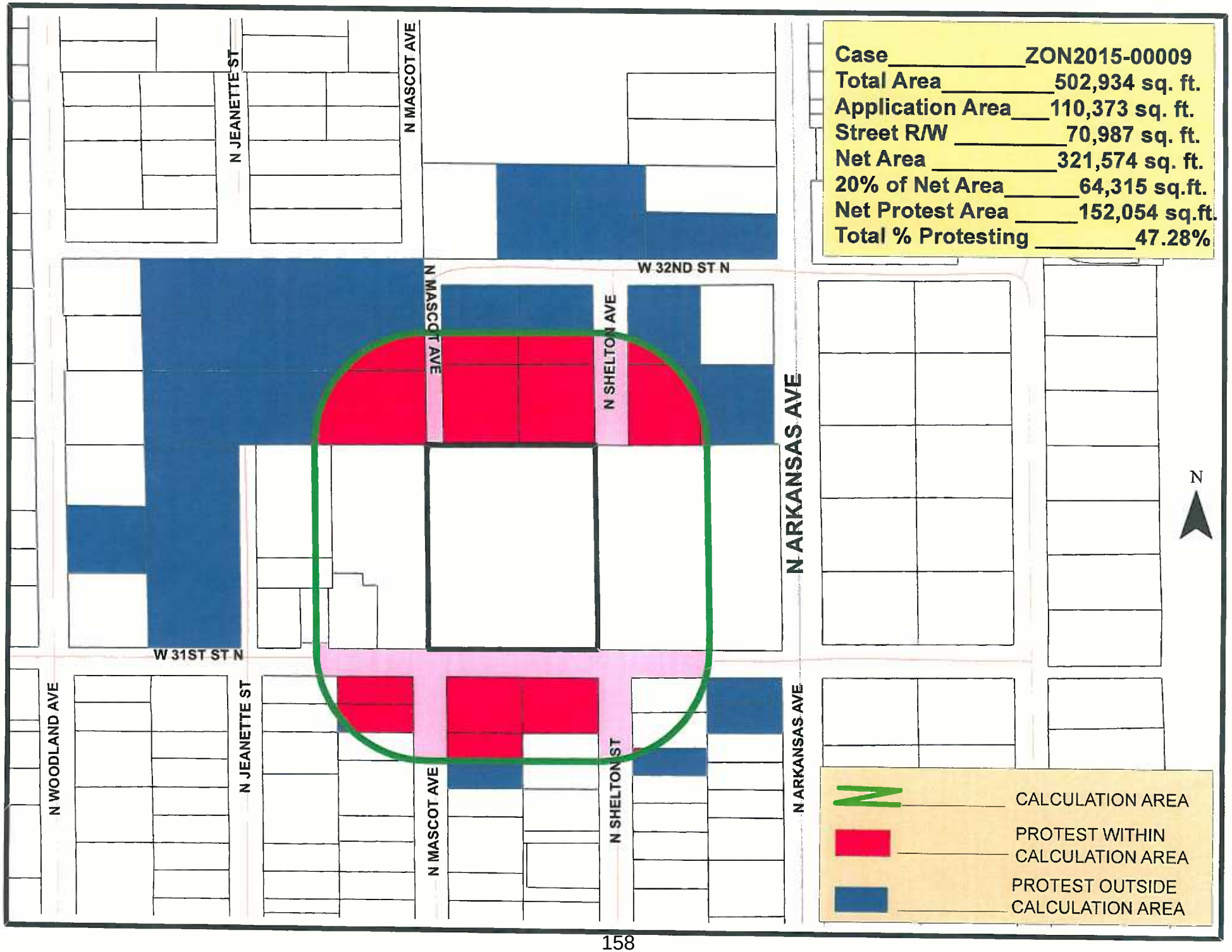
March 15, 2016 WCC

CON 2015-08

APPROVED Elevations – Oct 21, 2015, DAB VI
as volunteered by APPLICANTS






Case ZON2015-00009
Total Area 502,934 sq. ft.
Application Area 110,373 sq. ft.
Street R/W 70,987 sq. ft.
Net Area 321,574 sq. ft.
20% of Net Area 64,315 sq.ft.
Net Protest Area 152,054 sq.ft.
Total % Protesting 47.28%
N JEANETTE ST
N MASCOT AVE
W 32ND ST N
N SHELTON AVE
N ARKANSAS AVE
N
W 31ST ST N
N WOODLAND AVE
N JEANETTE ST
N MASCOT AVE
N SHELTON ST
N ARKANSAS AVE
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA

City of Wichita
City Council Meeting
March 15, 2016

TO: Wichita Housing Authority Board

SUBJECT: 2016 Flat Rent Schedule - Public Housing Program

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Non-Consent)

Recommendation: Approve the 2016 Flat Rent schedule for the Public Housing Program.

Background: The Quality Housing and Work Responsibilities Act (QHWRA) of 1998 allows Public Housing tenants to annually choose whether to pay rent based on their income (generally up to 30% of the adjusted income) or to pay a flat rent. The QHWRA provides guidance to Housing Authorities as to how to calculate the flat rent. This legislation further allows families experiencing hardships to switch from paying flat rents to income-based rents. The income of families paying flat rents must be reviewed every three years, and income-based rents must continue to be reviewed once a year.

This component of the legislation assumes that paying income-based rent serves as a disincentive for families to increase its income to achieve self-sufficiency. By contrast, flat rents have the effect of encouraging self-sufficiency in that the rent payment does not increase as the family improves its financial condition.

On an annual basis, the flat rental amount will apply to all new program admissions the next business day following the Wichita Housing Authority Board formally adopting the new flat rental amounts. Flat rent policy revisions will be entered into the Admissions and Continued Occupancy Policy. For current program participants that pay the flat rental amount, the new flat rental amount will be offered, as well as the income-based rental amount, at their next annual recertification.

Using the U.S. Department of Housing and Urban Development's Public and Indian Housing Notice 2015-13 as guidance, the Wichita Housing Authority-Public Housing (WHA-PH) will cap flat rent increases at 35 percent of the amount tenants currently pay.

The WHA-PH will present rent payment options to new tenants when entering the program and existing tenants at the time of their recertification. All will be able to choose the lower option of either income based rent or flat rent.

Analysis: Flat Rents need to be adjusted and approved annually after HUD issues the final Fair Market Rents. The flat rent calculation requires that Housing Authorities reduce the adjusted flat rents by the cost of utilities for which tenants are responsible. The Wichita Housing Authority adjusts flat rents based on the type of unit and its Asset Management Program (AMP) group.

Wichita Housing Authority
2016 Proposed Flat Rent Schedule
Notice PIH 2015-13

	Unit Size	2016 Fair Mrkt Rents (FMR)	80% of FMR	Tenant Paid Utilities	Proposed 2016 Flat Rents	WHA 2015 Flat Rents	Increase Percentage not to exceed 35%
AMP 1							
Greenway	1 BR	557	446	<43>	403	360	11%
	2 BR	742	594	<48>	546	480	12%
McLean	1 BR	557	446	<43>	403	360	11%
	2 BR	742	594	<48>	546	480	12%
AMP 2							
Rosa Gragg	1 BR	557	446	<103>	343	338	1%
Bernice Hutcherson	1 BR	557	446	<103>	343	338	1%
AMP 3 and AMP 4 Single-family Units							
	2 BR	742	594	<155>	439	429	2%
	3 BR	1012	810	<186>	624	619	1%
	4 BR	1144	915	<226>	689	659	4%
	5 BR	1316	1053	<258>	795	758	5%
	6 BR	1488	1190	<273>	917	875	5%

Financial Considerations: Higher flat rents will benefit Wichita Public Housing operating revenues, which are based on tenant rents and HUD Operating Subsidies.

Legal Considerations: The Law Department has approved the 2016 Flat Rent Schedule as to form.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board approve the 2016 Flat Rent schedule for the Public Housing Program.

Attachment: None

Agenda Item No. VIII-1

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: City Council Policy 35: City Council Airport Parking Card Policy

INITIATED BY: City Manager's Office

AGENDA: Council Member Agenda (Consent)

Recommendation: Approve City Council Policy 35: City Council Airport Parking Card Policy.

Background: On January 12, 2016 the City Council considered a policy for issuance of courtesy parking passes. For more than 20 years, the Airport issued personalized VIP courtesy parking pass cards which allowed unlimited complimentary parking in the customer parking lots. The passes were extended to tenants, business partners and supporters of the Wichita airport system and to government officials associated with the City or Airport operations. The new policy would limit the number of officials receiving parking passes.

As a result of the newly enacted Kansas state law (KSA 8-161) effective July 1, 2015, the City Council also considered and approved courtesy parking privileges for disabled veterans who have been issued and display a disabled veteran license plate and have a state-issued identification card.

Analysis: The City Council's discussion of courtesy parking for non-disabled individuals resulted in a decision to limit courtesy passes to City Council members and to provide a select number of passes to the City Manager's Office for City employee travel. Staff was directed to draft a City Council policy and an Administrative Regulation for the distribution, use and regulation of courtesy parking passes.

The City Council Policy authorizes issuance of a courtesy parking card to each City Council member for travel related to City business. The Administrative Regulation authorizes the provision of not more than 20 parking cards to the City Manager's Office to be utilized by City employees for City related business. The cards are electronic and have an identifiable number so that each card can be tracked by date and time of entrance and exit.

Financial Considerations: It is estimated that utilization of parking passes by City Council members and City staff for business related travel will have a minimal impact on parking lot revenue.

Legal Considerations: The Law Department has reviewed City Council Policy 35 and approved as to form.

Recommendations/Actions: It is recommended that the City Council authorize City Council Policy 35: City Council Airport Parking Card Policy.

Attachment(s): City Council Policy 35

CITY COUNCIL POLICY

Policy 35
February 12, 2016

Subject: City Council Airport Parking Card Policy

The City of Wichita provides for travel and training expenses for City Council Members who are required and authorized to transact City business. Travel expenses may include airline travel and associated parking fees. The Director of Airports will provide City Council Members with individual proximity cards to be utilized for parking at the Wichita Dwight D. Eisenhower National Airport.

Allowable Usage:
The proximity card for the Dwight D. Eisenhower National Airport parking garage may only be used by the City Council Member for City business travel. Any extension of travel by the Council Member that is not related to City business, which incurs additional usage of the parking garage, will be the responsibility of the City Council Member. Parking garage expenses will be documented on the Travel/Training Authorization and Expense form and the Council Member shall reimburse the City for personal use. Parking garage expenses resulting from daily activities, such as meetings held at the terminal, the transport of distinguished visitors or business representatives, will not require documentation on a Travel/Training Authorization Expense form.

Responsibility:
City Council Members are responsible for appropriate use of Airport garage proximity cards. Individual card usage can be tracked to ensure compliance with the policy. No exceptions will be made to this policy unless authorized by a majority of the City Council Members.

Wichita, Kansas
March 7, 2016
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Amy Belcher Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, John Emerson, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting date Febraury 29, 2016, were read and on motion approved.

Bids were opened March 4, 2016, pursuant to advertisements published on:

63rd Street South Water Main Extension (along 63rd Street, west of Hwy K-15) (448-90609/ 636338/775070) Traffic to be maintained during construction using flagpersons and barricades. (District County/Derby)

Dondlinger and Sons - $657,964.70

2016 Sanitary Sewer Rehabilitation Phase A (CIPP) (north of Pawnee, east of West Street) (468-85084/620760/665005) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,VI)

Insituform Technologies USA LLC - $341,468.00

Stormwater Sewer #705 Repairs at South Mead Avenue, north of East Kinkaid Avenue (South Mead north of East Kinkaid) (468-85098/707090/211545) Traffic to be maintained during construction using flagpersons and barricades. (District III)

McCullough Excavation - $8,818.00

Water Distribution System to serve Copper Gate 3rd Addition (north of 13th Street North, west of 135th Street West) (448-90708/735545/470218) Does not affect existing traffic. Lateral 21, Northwest Interceptor Sewer to serve Copper Gate 3rd Addition (north of 13th Street North, west of 135th Street West) (468-85093/744409/480101) Does not affect existing traffic. (District V)

Nowak Construction - $48,467.00 Group 1
$80,484.00 Group 2
$128,951.00 Total Bid

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

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

HOUSING AND COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING DIVISION: Thermal Break Primary Windows.

Columbia Industries Inc.*- $36,862.25
*Estimate – Contract approved on unit cost basis; refer to attachments.

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

Wichita, Kansas
March 14, 2016
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Fanny Chan Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, John Emerson, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting date March 7, 2016, were read and on motion approved.

Bids were opened March 11, 2016, pursuant to advertisements published on:

Lateral 13, Main 2, Cowskin Interceptor Sewer to serve Moscelyn Meadows Addition (north of Kellogg, west of 151st Street West) (468-85023/744408/480100) Does not affect existing traffic. (District IV)

Dutton Construction and Plumbing -$8,615.24

2016 Outsourced Pavement Preservation Program CIP Microsurfacing (north of 63rd Street South, east of 135th Street West) (472-85267/707096/132726/211551) Traffice to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V,VI)

Intermountain Slurry Seal Inc.* - $794,160.00 *Contract Award Amount

2016 Outsourced Pavement Preservation Program Joint and Crack Seal, Phase 1 (Various locations) (472-85269/132726/) Traffice to be maintained during construction using flagpersons and barricades. (District SE,NE)

Circle C Paving and Construction LLC* $528,801.00 * Engineer's Estimate

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

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

HOUSING AND COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING DIVISION: Interior and Exterior Modifications One House.

S & A Construction Inc. - $27,958.00

HOUSING AND COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING DIVISION: Interior and Exterior Modifications One House.

Arambula Construction Co. Inc. - $32,100.00

PARK AND RECREATION DEPARTMENT/GOLF COURSES DIVISION: Herb, Insect, Fungi, Fertilizer – Golf Courses.

Van Diest Supply Co.**- Groups 1,3,4*, 5, 8, 9, 10, 11, 12, 13, 15, 16, 17, 26, 29 & 31*
Helena Chemical Co.**- Groups 2*, 6*,7, 20, 22, 23, 24, 25, & 30
Supreme Turf Products Inc.**- Groups 14, 18, 28*, 32 & 33
Midwest Turf Inc.** - Groups 19 & 21
Siteone Landscape Supply** - Group 27*

* Tie Bid - Winner of Draw
**Refer to Attachments for Pricing

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Furnish and install Daktronics LED Video Display and Control onto Existing Daktronics Scoreboard at Lawrence Dumont Stadium.

Daktronics, Inc.* - $210,639.00 per Association of Educational Purchasing Agencies

*Purchases utilizing Government Entities Contracts, Cooperative Contracts and Agreements - Ordinance No. 38-122 Section 2.64.020 (j).

*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Impact Rock Crusher.

Defer three weeks

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: March 14, 2016

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

March 4, 2016

63rd Street Water Main Extension (along 63rd Street, west of Hwy K-15) – Public Works & Utilities Department/Engineering Division
Dondlinger & Sons **$657,964.70**

2016 Sanitary Sewer Rehabilitation Phase A (CIPP) (north of Pawnee, east of West Street) – Public Works & Utilities Department/Engineering Division
Insituform Technologies USA, LLC **$341,468.00**

SWS #705 Repairs at S. Mead Avenue north of E. Kinkaid Avenue – Public Works & Utilities Department/ Engineering Division
McCullough Excavation **$8,818.00**

Water Distribution System to serve Copper Gate 3rd Addition – Public Works & Utilities Department/ Engineering Division
Nowak Construction

Group 1- Water Distribution System	**$48,467.00**
Group 2 – Lateral 21, NWI Sewer	**80,484.00**
Aggregate Bid Total	**$128,951.00**

March 11, 2016

Lateral 13, Main 2, Cowskin Interceptor Sewer to serve Moscelyn Meadows Addition – Public Works & Utilities Department/Engineering Division
Dutton Construction and Plumbing **$8,615.24**

2016 OP3 CIP Microsurfacing (north of 63rd Street S., east of 135th Street W.) – Public Works & Utilities Department/Engineering Division
Intermountain Slurry Seal, Inc. **(Contract Award Amount)** **$794,160.00**

2016 OP3 Joint & Crack Seal, Phase 1 (various locations) – Public Works & Utilities Department/Engineering Division
Circle C Paving and Construction, LLC **(Engineer's Estimate)** **$528,801.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

March 4, 2016

Thermal Break Primary Windows – Housing & Community Services Department/Public Housing Division (See Exhibit B for Itemized Pricing in the Formal Bid Report)
Columbia Industries, Inc. **$36,862.25**

March 11, 2016

Interior & Exterior Modifications at One (1) Single Family Site Unit at 1621 E. Arnold – Housing & Community Services Department/Public Housing Division
S & A Construction, Inc. **$27,958.00**

Interior & Exterior Modifications at One (1) Single Family Site Unit at 2402 W. Haskell – Housing & Community Services Department/Public Housing Division
Arambula Construction Company, Inc. **$32,100.00**

Herbicides, Insecticides, Fungicides & Fertilizers – Park & Recreation Department/Golf Division (See Exhibit C for Itemized Pricing in the Formal Bid Report)

Van Diest Supply Co.	**Groups 1, 3, 4*, 5, 8, 9, 10, 11, 12, 13, 15, 16, 17, 26, 29 & 31***
Helena Chemical Co.	**Groups 2*, 6*, 7, 20, 22, 23, 24, 25 & 30**
Supreme Turf Products, Inc.	**Groups 14, 18, 28*, 32 & 33**
Midwest Turf, Inc.	**Groups 19 & 21**
Siteone Landscape Supply	**Group 27***

***Tie Bid – Winner of Draw**

Furnish & Install Daktronics LED Video Display & Control onto existing Daktronics Scoreboard at Lawrence Dumont Stadium – Public Works & Utilities Department/Fleet & Facilities Division

Daktronics, Inc.	**Association of Educational Purchasing Agencies (AEPA), Cooperative Contracts and Agreements, Ordinance No. 38-122, Section 2.64.020(j) and Sole Source of Supply, Ordinance No. 35-856, Section 2(b)**	**$210,639.00**

Impact Rock Crusher – Public Works & Utilities Department/Fleet & Facilities Division

(Defer to April 11, 2016)

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

Melinda A. Walker

Melinda A. Walker
Purchasing Manager

WATER BID TABULATION SUMMARY

BOARD OF BIDS - *March 4, 2016*

RQ640234

FB640027		Engineer's Construction Estimate	Dondlinger & Sons	BRB Contractors Inc.	Mies Construction
63rd Street Water Main Extension		$929,500.00	$657,964.70	$938,876.60	$740,373.49
(along 63rd Street, west of Hwy K-15)	BID BOND				
448-90609	ADDENDA	3			
(636338)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
63rd Street Water Main Extension		$929,500.00	$829,996.45	$737,198.75	
(along 63rd Street, west of Hwy K-15)	BID BOND		x		
448-90609	ADDENDA	3			
(636338)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
63rd Street Water Main Extension		$929,500.00			
(along 63rd Street, west of Hwy K-15)	BID BOND				
448-90609	ADDENDA	3			
(636338)					
		Engineer's Construction Estimate			
63rd Street Water Main Extension		$929,500.00			
(along 63rd Street, west of Hwy K-15)	BID BOND				
448-90609	ADDENDA	3			
(636338)					

CHECKED BY: KP

REVIEWED BY: DN

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - March 4, 2016

RQ640236

FB640029		Engineer's Construction Estimate	Insituform Technologies USA LLC	Layne Inliner LLC	SAK Construction LLC
2016 Sanitary Sewer Rehabilitation Phase A (CIPP)		$354,391.00	$341,468.00	$362,800.90	$386,248.00
(north of Pawnee, east of West Street)	BID BOND		X		X
468-85084	ADDENDA	0			
(620760)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
2016 Sanitary Sewer Rehabilitation Phase A (CIPP)		$354,391.00			
(north of Pawnee, east of West Street)	BID BOND				
468-85084	ADDENDA	0			
(620760)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
2016 Sanitary Sewer Rehabilitation Phase A (CIPP)		$354,391.00			
(north of Pawnee, east of West Street)	BID BOND				
468-85084	ADDENDA	0			
(620760)					
		Engineer's Construction Estimate			
2016 Sanitary Sewer Rehabilitation Phase A (CIPP)		$354,391.00			
(north of Pawnee, east of West Street)	BID BOND				
468-85084	ADDENDA	0			
(620760)					

CHECKED BY: KD

REVIEWED BY: DN

WATER BID TABULATION SUMMARY

BOARD OF BIDS - March 4, 2016

RQ640237

FB640030		Engineer's Construction Estimate	Dondlinger & Sons	McCullough Excavation	Wilks Underground Utilities LLC
SWS #705 Repairs at S Mead Ave north of E Kinkaid Ave		$16,500.00	$9,973.45	$8,818.00	$11,206.00
(S Mead north of E Kinkaid)	BID BOND				X
468-85098	ADDENDA	0			
(707090)					
		Engineer's Construction Estimate	Danco Enterprises Inc.	Dutton Construction and Plumbing LLC	Utilities Plus
SWS #705 Repairs at S Mead Ave north of E Kinkaid Ave		$16,500.00	$15,750.00	$13,784.00	
(S Mead north of E Kinkaid)	BID BOND		X	X	
468-85098	ADDENDA	0			
(707090)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
SWS #705 Repairs at S Mead Ave north of E Kinkaid Ave		$16,500.00			
(S Mead north of E Kinkaid)	BID BOND				
468-85098	ADDENDA	0			
(707090)					
		Engineer's Construction Estimate			
SWS #705 Repairs at S Mead Ave north of E Kinkaid Ave		$16,500.00			
(S Mead north of E Kinkaid)	BID BOND				
468-85098	ADDENDA	0			
(707090)					

CHECKED BY: KP

REVIEWED BY: NV

WATER/SEWER BID TABULATION SUMMARY

BOARD OF BIDS - March 4, 2016

RQ640286

FB640037		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System 448-90708 (735545)	Group 1	$76,029.00	$56,209.00	$70,734.00	$53,777.00
Lateral 21, NWI Sewer 468-85093 (744409)	Group 2	$123,787.00	$107,751.00	$136,660.00	$88,468.00
Copper Gate 3rd Addition	BID BOND				
	ADDENDA	2			
BID TOTAL		$199,816.00	$163,960.00	$207,394.00	$142,245.00
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Wilks Undergroun Utilities LLC
Water Distribution System 448-90708 (735545)	Group 1	$76,029.00	$51,742.00	$48,467.00	$60,779.00
Lateral 21, NWI Sewer 468-85093 (744409)	Group 2	$123,787.00	$96,558.00	$80,484.00	$100,665.50
Copper Gate 3rd Addition	BID BOND				X
	ADDENDA	2			
BID TOTAL		$199,816.00	$148,300.00	$128,951.00	$161,444.50
		Engineer's Construction Estimate	Dutton Construction and Plumbing LLC	CK Contracting LLC	
Water Distribution System 448-90708 (735545)	Group 1	$76,029.00	$64,324.00	$70,649.00	
Lateral 21, NWI Sewer 468-85093 (744409)	Group 2	$123,787.00	$123,848.00	$72,798.00	
Copper Gate 3rd Addition	BID BOND		X	X	
	ADDENDA	2	X	X	
BID TOTAL		$199,816.00	$188,172.00	$143,447.00	
		Engineer's Construction Estimate			
Water Distribution System 448-90708 (735545)	Group 1	$76,029.00			
Lateral 21, NWI Sewer 468-85093 (744409)	Group 2	$123,787.00			
Copper Gate 3rd Addition	BID BOND				
	ADDENDA	2			
BID TOTAL		$199,816.00			

CHECKED BY: KO

REVIEWED BY: [illegible]

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - March 11, 2016

RQ640285

FB640036		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 13, Main 2, Cowskin Interceptor Sewer		$14,950.00	$10,986.00	$10,794.00	$10,538.27
Moscelyn Meadows Addition	BID BOND				
468-85023	ADDENDA	1			
(744408)					
		Engineer's Construction Estimate	McCullough Excavation	Wilks Underground Utilities LLC	Utilities Plus
Lateral 13, Main 2, Cowskin Interceptor Sewer		$14,950.00	$10,870.00	$12,610.00	
Moscelyn Meadows Addition	BID BOND			X	
468-85023	ADDENDA	1			
(744408)					
		Engineer's Construction Estimate	Dutton Construction and Plumbing	Stannard Construction d/b/a WB Carter	
Lateral 13, Main 2, Cowskin Interceptor Sewer		$14,950.00	$8,615.24		
Moscelyn Meadows Addition	BID BOND		X		
468-85023	ADDENDA	1	X		
(744408)					
		Engineer's Construction Estimate			
Lateral 13, Main 2, Cowskin Interceptor Sewer		$14,950.00			
Moscelyn Meadows Addition	BID BOND				
468-85023	ADDENDA	1			
(744408)					

CHECKED BY: kp

REVIEWED BY: ps

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - March 11, 2016

RQ640317

FB640039		Engineer's Construction Estimate	Intermountain Slurry Seal Inc	Vance Bros Inc.	Cornejo & Sons, LLC
2016 OP3 CIP Microsurfacing		$879,229.90	$690,575.87	$744,286.70	
(north of 63rd St South, east of 135th St West)	BID BOND		X	X	
	ADDENDA	1			
472-85267 (707096/132726)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
2016 OP3 CIP Microsurfacing		*$879,229.90*			
(north of 63rd St South, east of 135th St West)	BID BOND				
	ADDENDA	1			
472-85267 (707096/132726)					
		Engineer's Construction Estimate			
2016 OP3 CIP Microsurfacing		$879,229.90			
(north of 63rd St South, east of 135th St West)	BID BOND				
	ADDENDA	1			
472-85267 (707096/132726)					
		Engineer's Construction Estimate			
2016 OP3 CIP Microsurfacing		$879,229.90			
(north of 63rd St South, east of 135th St West)	BID BOND				
	ADDENDA	1			
472-85267 (707096/132726)					
Contract awarded for $794,160.00					

CHECKED BY: _____

REVIEWED BY: _____

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - March 11, 2016

RQ640318

FB640040		Engineer's Construction Estimate	Kansas Paving Company	Pavement Management LLC	Scodeller Construction Inc.
2016 OP3 Joint & Crack Seal, Phase 1		$528,801.00	$510,623.80	$436,458.00	$727,161.40
	BID BOND			X	X
(Various locations)	ADDENDA	1			X
472-85269 (132726)					
		Engineer's Construction Estimate	PPJ Construction Inc.	Circle C Paving and Construction LLC	
2016 OP3 Joint & Crack Seal, Phase 1		$528,801.00	$470,595.20	$376,226.89	
	BID BOND		X	X	
(Various locations)	ADDENDA	1	X	X	
472-85269 (132726)					
		Engineer's Construction Estimate			
2016 OP3 Joint & Crack Seal, Phase 1		$528,801.00			
	BID BOND				
(Various locations)	ADDENDA	1			
472-85269 (132726)					
		Engineer's Construction Estimate			
2016 OP3 Joint & Crack Seal, Phase 1		$528,801.00			
	BID BOND				
(Various locations)	ADDENDA	1			
472-85269 (132726)					

Contract awarded for Engineer's Estimate $528,801.00

CHECKED BY: KP

RECEIVED BY: RS

City of Wichita, Kansas

BID RESULTS

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

Vendor Group Line

Solicitation: FB640031 **Thermal Break Primary Windows** **Close Date/Time:** 3/4/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Housing & Community Services

Return to the Bid List

Responses: 1

Vendors	Complete	Bid Total	City Comments
COLUMBIA INDUSTRIES INC	Complete	$36,862.25	Award 3-15-16 Housing & Community Services Dept./Public Housing Division

Top of the Page

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640031 **Thermal Break Primary Windows** **Close Date/Time:** 3/4/2016 10:00 AM CST

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

Award Method: Aggregate Cost

Department: Housing & Community Services **Responses:** 1

Go to: 001

Line 001 | Thermal break primary windows, double hung, as per the following sizes, united inches, inches of frame length and inches of frame width. Manufacturer_____ Model_____ 0" thru 50"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$173.9000	$869.50	Complete	

Line 002 | 51" thru 60"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$175.9500	$879.75	Complete	

Line 003 | 61" thru 70"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$188.2000	$941.00	Complete	

Line 004 | 71" thru 80"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	10	Each	$216.5500	$2,165.50	Complete	

Line 005 | 81" thru 90"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	10	Each	$224.3000	$2,243.00	Complete	

Line 006 | 91" thru 100"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	10	Each	$230.6500	$2,306.50	Complete	

Line 007 | 101" thru 110"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

COLUMBIA INDUSTRIES INC	5	Each	$244.2500	$1,221.25	Complete

Line 008 | 111" thru 120"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$266.4000	$1,332.00	Complete	

Line 009 | 121" thru 130"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$277.5000	$1,387.50	Complete	

Line 010 | Over 130" charge per additional UI (window price = window price quote for 121" thru 130" + UI's charge for over 130" window)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	100	UNITED INCHES	$1.5500	$155.00	Complete	

Line 011 | Charge for installed three (3) foot mullion strip (with cap)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	20	Each	$5.9500	$119.00	Complete	

Line 012 | Charge for installed six (6) foot mullion strip (with cap)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$8.1000	$40.50	Complete	

Line 013 | Thermal break primary windows, horizontal rollers, as per the following size, united inches, inches of frame length + inches of frame width. Manufacturer_____ *Model*_____ 0" thru 50"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$128.9000	$644.50	Complete	

Line 014 | 51" thru 60"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$136.1500	$680.75	Complete	

Line 015 | 61" thru 70"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$159.9000	$799.50	Complete	

Line 016 | 71" thru 80"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

COLUMBIA INDUSTRIES INC	10	Each	$175.5500	$1,755.50	Complete

Line 017 | 81" thru 90"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	10	Each	$189.2500	$1,892.50	Complete	

Line 018 | 91" thru 100"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	10	Each	$202.9500	$2,029.50	Complete	

Line 019 | 101" thru 110"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$235.1000	$1,175.50	Complete	

Line 020 | 111" thru 120"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$257.8500	$1,289.25	Complete	

Line 021 | 121" thru 130"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$279.9500	$1,399.75	Complete	

Line 022 | Over 130" charge per additional UI (window price = window price quote for 121" thru 130" + UI's charge for over 130" window)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	100	UNITED INCHES	$1.5500	$155.00	Complete	

Line 023 | Charge for installed three (3) foot mullion strip (with cap)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	20	Each	$5.9500	$119.00	Complete	

Line 024 | Charge for installed six (6) foot mullion strip (with cap)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$8.1000	$40.50	Complete	

Line 025 | Thermal break primary windows - fixed picture windows with or without attached double hung windows or horizontal rollers (price = following fixed picture window price + previous double hung or horizontal roller price, if any): Manufacturer_____ Model_____ 0" thru 50"

Vendors	QTY	UOM	Price	Complete	Comments

				Extended Cost	
COLUMBIA INDUSTRIES INC	5	Each	$104.2000	$521.00	Complete

Line 026 | 51" thru 60"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$131.9000	$659.50	Complete	

Line 027 | 61" thru 70"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$147.7500	$738.75	Complete	

Line 028 | 71" thru 80"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	10	Each	$153.8000	$1,538.00	Complete	

Line 029 | 81" thru 90"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	10	Each	$163.6000	$1,636.00	Complete	

Line 030 | 91" thru 100"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	10	Each	$182.2000	$1,822.00	Complete	

Line 031 | 101" thru 110"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$223.7500	$1,118.75	Complete	

Line 032 | 111" thru 120"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$255.5500	$1,277.75	Complete	

Line 033 | 121" thru 130"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	5	Each	$266.4500	$1,332.25	Complete	

Line 034 | Over 130" charge per additional UI (window price + window price quoted for 121" thru 130" + UI's charge for over 130"window)

Vendors	QTY	UOM	Price	Complete	Comments

				Extended Cost	
COLUMBIA INDUSTRIES INC	100	UNITED INCHES	$1.5500	$155.00	Complete

Line 035 | Charge for installed three (3) foot mullion strip (with cap)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	30	Each	$5.9500	$178.50	Complete	

Line 036 | Charge for installed six (6) foot mullion strip (with cap)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COLUMBIA INDUSTRIES INC	30	Each	$8.1000	$243.00	Complete	

Top of the Page

POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640041 **Interior & Ext Modifications One House** **Close Date/Time:** 3/11/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Housing & Community Services

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
S & A CONSTRUCTION INC	Complete	$27,958.00	Award 3-15-16 Housing & Community Services Dept./Public Housing Division
ARAMBULA CONSTRUCTION CO INC	Complete	$29,500.00	
CHEROKEE CONSTRUCTION, INC.	Complete	$32,000.00	

Top of the Page

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640041 **Interior & Ext Modifications One House** **Close Date/Time:** 3/11/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Housing & Community Services

Go to: 001

Return to the Bid List

Responses: 3

Line 001 | Labor, Material, and Equipment for Interior and Exterior Modifications of One (1) Single Family Site Unit and All Other Items Outlined in the Scope of Work as per Specifications at 1621 E. Arnold. For Questions, Contact Leon Salazar at (316) 462-3787.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
S & A CONSTRUCTION INC	1	Lump Sum	$27,958.0000	$27,958.00	Complete	
ARAMBULA CONSTRUCTION CO INC	1	Lump Sum	$29,500.0000	$29,500.00	Complete	
CHEROKEE CONSTRUCTION, INC.	1	Lump Sum	$32,000.0000	$32,000.00	Complete	

Top of the Page

POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640042 **Interior & Ext Modifications One House** **Close Date/Time:** 3/11/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Housing & Community Services

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
ARAMBULA CONSTRUCTION CO INC	Complete	$32,100.00	Award 3-15-16 Housing & Community Services Dept./Public Housing Division
CHEROKEE CONSTRUCTION, INC.	Complete	$37,300.00	
S & A CONSTRUCTION INC	Complete	$37,840.00	

Top of the Page

POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640042 **Interior & Ext Modifications One House** **Close Date/Time:** 3/11/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Housing & Community Services

Go to: 001

Return to the Bid List

Responses: 3

Line 001 | Labor, Material, and Equipment for Interior and Exterior Modifications of One (1) Single Family Site Unit and All Other Items Outlined in the Scope of Work as per Specifications at 2402 W. Haskell. For Questions, Contact Leon Salazar at (316) 462-3787

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARAMBULA CONSTRUCTION CO INC	1	Lump Sum	$32,100.0000	$32,100.00	Complete	
CHEROKEE CONSTRUCTION, INC.	1	Lump Sum	$37,300.0000	$37,300.00	Complete	
S & A CONSTRUCTION INC	1	Lump Sum	$37,840.0000	$37,840.00	Complete	

Top of the Page

WICHITA POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640047 ***Herb, Insect, Fungi, Fert - Golf Courses*** ***Close Date/Time:*** *3/11/2016 10:00 AM CST*

Solicitation Type: Formal Bid

Award Method: Group

Department: GOLF COURSES

Return to the Bid List

Responses: 6

Vendors	Complete	Bid Total	City Comments
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	Partial	$5,264.45	
MIDWEST TURF, INC.	Partial	$14,540.00	Award 03/15/2016 Groups 19 & 21 Park & Recreation Department/Golf Cources Division
VAN DIEST SUPPLY CO	Partial	$43,894.59	Award 3/15/16 Grps 1,3,5,8-13,15-17,26,29.Award Grps 4&31 by draw.Grp 25 DNMS .P&R Dpt/Golf Div
HELENA CHEMICAL CO.	Partial	$53,524.65	Award 3/15/16 Grps 7,20,22,23-25,&30.Award Grp 2&6 by draw.Grp 9 did not meet spec.P&R Dept/Golf Div
SUPREME TURF PRODUCTS , INC.	Partial	$55,161.20	Award 3/15/16 Grps 14,18,32,&33.Award Grp 28 by draw.Grp 17 did not meet spec.Park&Rec Dept/Golf Div
SITEONE LANDSCAPE SUPPLY	Partial	$63,432.67	Award 03/15/2016 Group 27 by draw. Groups 18,19,23,&32 Did not meet specs. Park & Rec Dept/Golf Div

Top of the Page

WICHITA POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640047 **Herb, Insect, Fungi, Fert - Golf Courses** **Close Date/Time:** 3/11/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: GOLF COURSES

Go to: 01

Return to the Bid List

Responses: 6

Group 01

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$1,318.80
HELENA CHEMICAL CO.	Complete	$1,507.44
SUPREME TURF PRODUCTS , INC.	Complete	$1,568.00
SITEONE LANDSCAPE SUPPLY	Complete	$1,996.48
MIDWEST TURF, INC.	Complete	$2,000.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 02

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$5,700.00
SITEONE LANDSCAPE SUPPLY	Complete	$5,700.00
HELENA CHEMICAL CO.	Complete	$5,700.00
SUPREME TURF PRODUCTS , INC.	Complete	$5,700.00
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 03

Vendors	Complete	Group Total Net Bid

VAN DIEST SUPPLY CO	Complete	$2,993.80
HELENA CHEMICAL CO.	Complete	$3,066.20
SUPREME TURF PRODUCTS , INC.	Complete	$3,440.00
SITEONE LANDSCAPE SUPPLY	Complete	$4,328.64
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 04

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$2,915.00
SITEONE LANDSCAPE SUPPLY	Complete	$2,915.00
HELENA CHEMICAL CO.	Complete	$2,915.00
SUPREME TURF PRODUCTS , INC.	Complete	$2,915.00
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 05

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$233.95
HELENA CHEMICAL CO.	Complete	$249.00
SUPREME TURF PRODUCTS , INC.	Complete	$260.00
MIDWEST TURF, INC.	Complete	$300.00
SITEONE LANDSCAPE SUPPLY	Complete	$359.05
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 06

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$1,644.00

SITEONE LANDSCAPE SUPPLY	Complete	$1,644.00
HELENA CHEMICAL CO.	Complete	$1,644.00
SUPREME TURF PRODUCTS , INC.	Complete	$1,644.00
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 07

Vendors	Complete	Group Total Net Bid
HELENA CHEMICAL CO.	Complete	$525.00
VAN DIEST SUPPLY CO	Complete	$529.50
SUPREME TURF PRODUCTS , INC.	Complete	$615.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	Complete	$641.20
SITEONE LANDSCAPE SUPPLY	Complete	$1,077.40
MIDWEST TURF, INC.	Complete	$1,150.00

Top of the Page

Group 08

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$854.55
HELENA CHEMICAL CO.	Complete	$955.08
MIDWEST TURF, INC.	Complete	$1,350.00
SUPREME TURF PRODUCTS , INC.	Complete	$1,656.00
SITEONE LANDSCAPE SUPPLY	Complete	$2,156.04
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 09

Vendors	Complete	Group Total Net Bid
HELENA CHEMICAL CO.	Complete	$450.00
VAN DIEST SUPPLY CO	Complete	$580.45

RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	Complete	$635.50
SUPREME TURF PRODUCTS , INC.	Complete	$680.00
SITEONE LANDSCAPE SUPPLY	Complete	$790.76
MIDWEST TURF, INC.	In-Complete	$0.00

Top of the Page

Group 10

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$369.48
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	Complete	$399.96
HELENA CHEMICAL CO.	Complete	$468.00
MIDWEST TURF, INC.	Complete	$480.00
SITEONE LANDSCAPE SUPPLY	Complete	$534.24
SUPREME TURF PRODUCTS , INC.	Complete	$600.00

Top of the Page

Group 11

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$1,722.60
SUPREME TURF PRODUCTS , INC.	Complete	$2,146.00
SITEONE LANDSCAPE SUPPLY	Complete	$2,487.04
MIDWEST TURF, INC.	Complete	$3,000.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	Complete	$3,470.72
HELENA CHEMICAL CO.	Complete	$3,542.64

Top of the Page

Group 12

Vendors	Complete	Group Total Net Bid
SUPREME TURF PRODUCTS , INC.	Complete	$73.20
HELENA CHEMICAL CO.	Complete	$92.96

RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	Complete	$117.07
VAN DIEST SUPPLY CO	Complete	$316.90
SITEONE LANDSCAPE SUPPLY	Complete	$513.68
MIDWEST TURF, INC.	In-Complete	$0.00

Top of the Page

Group 13

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$5,785.00
SUPREME TURF PRODUCTS , INC.	Complete	$6,000.00
HELENA CHEMICAL CO.	Complete	$6,630.00
SITEONE LANDSCAPE SUPPLY	Complete	$9,680.00
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 14

Vendors	Complete	Group Total Net Bid
SUPREME TURF PRODUCTS , INC.	Complete	$600.00
VAN DIEST SUPPLY CO	Complete	$603.60
HELENA CHEMICAL CO.	Complete	$622.00
SITEONE LANDSCAPE SUPPLY	Complete	$730.80
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 15

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$1,070.00
SUPREME TURF PRODUCTS , INC.	Complete	$1,150.00
HELENA CHEMICAL CO.	Complete	$1,768.00

SITEONE LANDSCAPE SUPPLY	Complete	$2,498.00
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 16

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$483.60
SUPREME TURF PRODUCTS , INC.	Complete	$490.00
HELENA CHEMICAL CO.	Complete	$493.20
SITEONE LANDSCAPE SUPPLY	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 17

Vendors	Complete	Group Total Net Bid
SUPREME TURF PRODUCTS , INC.	Complete	$2,480.00
VAN DIEST SUPPLY CO	Complete	$2,527.20
SITEONE LANDSCAPE SUPPLY	Complete	$3,024.80
HELENA CHEMICAL CO.	Complete	$3,200.00
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 18

Vendors	Complete	Group Total Net Bid
SITEONE LANDSCAPE SUPPLY	Complete	$2,307.00
SUPREME TURF PRODUCTS , INC.	Complete	$4,230.00
VAN DIEST SUPPLY CO	In-Complete	$0.00
HELENA CHEMICAL CO.	In-Complete	$0.00

MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 19

Vendors	Complete	Group Total Net Bid
SITEONE LANDSCAPE SUPPLY	Complete	$2,585.88
MIDWEST TURF, INC.	Complete	$3,080.00
VAN DIEST SUPPLY CO	Complete	$3,726.58
SUPREME TURF PRODUCTS , INC.	Complete	$4,664.00
HELENA CHEMICAL CO.	Complete	$4,796.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 20

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$159.97
HELENA CHEMICAL CO.	Complete	$448.32
SUPREME TURF PRODUCTS , INC.	Complete	$510.00
SITEONE LANDSCAPE SUPPLY	Complete	$1,410.78
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 21

Vendors	Complete	Group Total Net Bid
MIDWEST TURF, INC.	Complete	$3,180.00
SITEONE LANDSCAPE SUPPLY	Complete	$4,327.50
VAN DIEST SUPPLY CO	In-Complete	$0.00
HELENA CHEMICAL CO.	In-Complete	$0.00

SUPREME TURF PRODUCTS , INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 22

Vendors	Complete	Group Total Net Bid
HELENA CHEMICAL CO.	Complete	$498.96
VAN DIEST SUPPLY CO	In-Complete	$0.00
SITEONE LANDSCAPE SUPPLY	In-Complete	$0.00
SUPREME TURF PRODUCTS , INC.	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 23

Vendors	Complete	Group Total Net Bid
SITEONE LANDSCAPE SUPPLY	Complete	$2,299.00
HELENA CHEMICAL CO.	Complete	$2,500.00
VAN DIEST SUPPLY CO	In-Complete	$0.00
SUPREME TURF PRODUCTS , INC.	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 24

Vendors	Complete	Group Total Net Bid
HELENA CHEMICAL CO.	Complete	$424.08
VAN DIEST SUPPLY CO	In-Complete	$0.00
SITEONE LANDSCAPE SUPPLY	In-Complete	$0.00
SUPREME TURF PRODUCTS , INC.	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00

RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 25

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$800.40
HELENA CHEMICAL CO.	Complete	$1,024.80
SUPREME TURF PRODUCTS , INC.	Complete	$1,776.00
SITEONE LANDSCAPE SUPPLY	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 26

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$5,678.40
SITEONE LANDSCAPE SUPPLY	Complete	$5,902.40
HELENA CHEMICAL CO.	Complete	$6,057.60
SUPREME TURF PRODUCTS , INC.	Complete	$6,400.00
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 27

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$390.00
SITEONE LANDSCAPE SUPPLY	Complete	$390.00
HELENA CHEMICAL CO.	Complete	$390.00
SUPREME TURF PRODUCTS , INC.	Complete	$390.00
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 28

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$1,600.00
SITEONE LANDSCAPE SUPPLY	Complete	$1,600.00
HELENA CHEMICAL CO.	Complete	$1,600.00
SUPREME TURF PRODUCTS , INC.	Complete	$1,600.00
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 29

Vendors	Complete	Group Total Net Bid
SUPREME TURF PRODUCTS , INC.	Complete	$62.00
VAN DIEST SUPPLY CO	Complete	$446.72
HELENA CHEMICAL CO.	Complete	$473.92
SITEONE LANDSCAPE SUPPLY	Complete	$717.20
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 30

Vendors	Complete	Group Total Net Bid
HELENA CHEMICAL CO.	Complete	$113.75
VAN DIEST SUPPLY CO	Complete	$114.99
SUPREME TURF PRODUCTS , INC.	Complete	$122.50
SITEONE LANDSCAPE SUPPLY	Complete	$154.28
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 31

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$949.50
SITEONE LANDSCAPE SUPPLY	Complete	$949.50
HELENA CHEMICAL CO.	Complete	$949.50
SUPREME TURF PRODUCTS , INC.	Complete	$949.50
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 32

Vendors	Complete	Group Total Net Bid
SITEONE LANDSCAPE SUPPLY	Complete	$353.20
SUPREME TURF PRODUCTS , INC.	Complete	$370.00
VAN DIEST SUPPLY CO	Complete	$379.60
HELENA CHEMICAL CO.	Complete	$419.20
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

Top of the Page

Group 33

Vendors	Complete	Group Total Net Bid
SUPREME TURF PRODUCTS , INC.	Complete	$2,070.00
VAN DIEST SUPPLY CO	In-Complete	$0.00
SITEONE LANDSCAPE SUPPLY	In-Complete	$0.00
HELENA CHEMICAL CO.	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	In-Complete	$0.00

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640047 **Herb, Insect, Fungi, Fert - Golf Courses** **Close Date/Time:** 3/11/2016 10:00 AM CST

Solicitation Type: Formal Bid
Award Method: Group
Department: GOLF COURSES
Go to: 001

Return to the Bid List

Responses: 6

Line 001 | Iprodione All Bids to Include Delivery and MSDS For Each Location 1. Description: A systemic fungicide used on golf course greens, tees, and fairways. 2. Active Ingredients: Iprodione 3-(3,5-dichlorophenyl) -N-(1-methylethyl)-2, 4-dioxo-1-imidazolidinecarboxamide. 3. Packaged in: 2.5 gallon jugs/5gallons per case DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd Call Golf Manager 24hrs. before delivery @ (316) 268-4653. 5.Auburn Hills GC 355 S. 135th Street West

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	8	Case	$164.8500	$1,318.80	Complete	Chipco 26019 F101 Bayer ES Label Included SDS Included
HELENA CHEMICAL CO.	8	Case	$188.4300	$1,507.44	Complete	Chipco 26019
SUPREME TURF PRODUCTS , INC.	8	Case	$196.0000	$1,568.00	Complete	Bidding Chipco 26019
SITEONE LANDSCAPE SUPPLY	8	Case	$249.5600	$1,996.48	Complete	item no 79972369 18 plus Lesco 2.5gal
MIDWEST TURF, INC.	8	Case	$250.0000	$2,000.00	Complete	Phoenix Raven 23.3 percent Iprodione 2x2.5gal
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				No Bid.		

Line 002 | DACONIL ACTION All bids to include delivery and MSDS/SDS for each location. 1.DESCRIPTION: A flowable fungicide for control of turf diseases on sod farms, turf on golf courses, and lawns around commercial and industrial buildings. 2. ACTIVE INGREDIENTS: 53.94% Chorothalonil (tetrachloroisophthalonitrile); 0.11% Acibenzolar-S-methyl: Benzo (1,2,3)thiadiazole-7-carbothioic acid-S-methyl ester 3. PACKAGED IN: 2.5 gallons/5 gallons per case NOTES: SUBSTITUTE PRODUCT WILL NOT BE ACCEPTED DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SUPREME TURF PRODUCTS , INC.	15	Case	$380.0000	$5,700.00	Complete	Agency Price
HELENA CHEMICAL CO.	15	Case	$380.0000	$5,700.00	Complete	
SITEONE LANDSCAPE SUPPLY	15	Case	$380.0000	$5,700.00	Complete	item no 47068 Agency Item
VAN DIEST SUPPLY CO	15	Case	$380.0000	$5,700.00	Complete	Agency
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				No Bid.		

MIDWEST TURF, INC.	**No Bid.**

Line 003 | TRINITY FUNGICIDE All bids to include delivery and MSDS for each location. 1.Description: A broad spectrum fungicide for disease control on turfgrass including golf courses, institutional, commercial and residential lawns, sod farms, parks, recreation areas, cemeteries and sports fields. 2.Active Ingredients: 19.2% triticonazole 3.Packaged in: 2.5 gallon container/5 gallon case DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	4	Case	$748.4500	$2,993.80	Complete	
HELENA CHEMICAL CO.	4	Case	$766.5500	$3,066.20	Complete	
SUPREME TURF PRODUCTS , INC.	4	Case	$860.0000	$3,440.00	Complete	
SITEONE LANDSCAPE SUPPLY	4	Case	$1,082.1600	$4,328.64	Complete	item no 59011038
MIDWEST TURF, INC.				**No Bid.**		
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				**No Bid.**		

Line 004 | SECURE FUNGICIDE All bids to include delivery and MSDS for each location. 1. Description: A fungicide for use to control diseases of turf grasses on golf courses only. 2. Active Ingredients: 40.0% Fluazinam 3. Packaged in: 2.5 gallon container/5 gallon case DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SUPREME TURF PRODUCTS , INC.	1	Case	$2,915.0000	$2,915.00	Complete	Agency price
HELENA CHEMICAL CO.	1	Case	$2,915.0000	$2,915.00	Complete	
SITEONE LANDSCAPE SUPPLY	1	Case	$2,915.0000	$2,915.00	Complete	item no 47148 Agency item
VAN DIEST SUPPLY CO	1	Case	$2,915.0000	$2,915.00	Complete	Agency
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				**No Bid.**		
MIDWEST TURF, INC.				**No Bid.**		

Line 005 | TORQUEtm FUNGICIDE All bids to include delivery and MSDS for each location. 1. Description: A fungicide for control of diseases on ornamentals and golf course turfgrass. 2. Active Ingredients: 38.7% Tebuconazole 3. Packaged in: 1 gallon container/5 gallon case DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	1	Case	$233.9500	$233.95	Complete	Quali-Pro Tebuconazole 3.6F Label Included MSDS Included
HELENA CHEMICAL CO.	1	Case	$249.0000	$249.00	Complete	Teb 3.6F 2x2.5 gallon case
SUPREME TURF PRODUCTS , INC.	1	Case	$260.0000	$260.00	Complete	Bidding Tebuconazole by Aulbaugh

MIDWEST TURF, INC.	1	Case	$300.0000	$300.00	Complete	Phoenix Skylark 38.7 percent Tebuconazole 4 x 1gal
SITEONE LANDSCAPE SUPPLY	1	Case	$359.0500	$359.05	Complete	Item no 83014148 Tebuconazole 3.6 percent 1gal
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				**No Bid.**		

Line 006 | Honor Intrinsic All Bids to Include Delivery and MSDS For Each Location 1. Description: A water-dispersible granule, non-DMI broad spectrum fungicide used on golf course turf for control of Anthracnose, Brown Patch, Dollar Spot, Fairy Ring, Pythium Blight, Fusarium Patch, Leaf Spot, and Melting-Out 2. Active Ingredients: 16.8% Pyraclostrobin, (carbamic acid, [2-[[[1-(4-chlorophenyl)-1H-pyrazol-3-yl]oxy]methyl]phenyl]methoxy-, methyl ester) 11.2% Bascalid, 3-pyridinecarboxamide,2-chloro-N-(4'-chloro(1,1'-biphenyl)-2-yl)- Contains 0.168 oz of pyraclostrobin in 1 oz of Honor Intrinsic brand fungicide; Contains 0.112 oz of boscalid in 1 oz of Honor Intrinsic brand fungicide 3. Packaged in: 3 pound container / 18 pound case DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SUPREME TURF PRODUCTS , INC.	12	Pound	$137.0000	$1,644.00	Complete	Agency price
HELENA CHEMICAL CO.	12	Pound	$137.0000	$1,644.00	Complete	
SITEONE LANDSCAPE SUPPLY	12	Pound	$137.0000	$1,644.00	Complete	item no 59012350 Agency item
VAN DIEST SUPPLY CO	12	Pound	$137.0000	$1,644.00	Complete	Agency
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				**No Bid.**		
MIDWEST TURF, INC.				***No Bid.***		

Line 007 | Glyphosate All Bids to Include Delivery and MSDS For Each Location 1. Description: A non-selective herbicide used in misc. applications. Uses include grass and weed elimination around fence lines and trees. 2. Active Ingredients: 41% glyphosate, N-(phophonomethyl)glycine, in the form of it's isopropylamine salt. 3. Packaged in: 2.5 gallon container/5 gallons per case DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC *4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th* Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HELENA CHEMICAL CO.	10	Case	$52.5000	$525.00	Complete	Ranger Pro
VAN DIEST SUPPLY CO	10	Case	$52.9500	$529.50	Complete	Range Pro Monsanto Label Included SDS Included
SUPREME TURF PRODUCTS , INC.	10	Case	$61.5000	$615.00	Complete	Bidding Ranger Pro from Monsanto
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	10	Case	$64.1200	$641.20	Complete	
SITEONE LANDSCAPE SUPPLY	10	Case	$107.7400	$1,077.40	Complete	*item no 069289* Prosecutor Pro 2.5gal
MIDWEST TURF, INC.	10	Case	$115.0000	$1,150.00	Complete	Select Source Glystar Plus 41 percent Glyphosate 2x2.5gal

Line 008 | TRIMEC CLASSIC All bids to include delivery and MSDS for each location. 1. Description: A post-emergent herbicide for the control of broadleaf weeds in fine turf on golf courses. 2. Active Ingredients: Dimethylamine salt of 2,4-D 25.93% ; Dimethylamine salt of (+)-(R)-2-(2-methyl-4-chlorophenoxy) 6.93% ; Dicamba 2.67%. 3. Packaged in: 2.5 gallon container/5 gallon case DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	9	Case	$94.9500	$854.55	Complete	Quali-Pro 3-D Label Included SDS Included
HELENA CHEMICAL CO.	9	Case	$106.1200	$955.08	Complete	Trimec 992
MIDWEST TURF, INC.	9	Case	$150.0000	$1,350.00	Complete	Select Source Triad Select 2-4D 30.89 percent MLPA 8.23 percent DICAMBA 3.77 percent 2x2.5gal
SUPREME TURF PRODUCTS , INC.	9	Case	$184.0000	$1,656.00	Complete	
SITEONE LANDSCAPE SUPPLY	9	Case	$239.5600	$2,156.04	Complete	Item no 8811126
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				No Bid.		

Line 009 | *TURFLON ESTER All bids to include delivery and MSDS for each location. 1.Description: A specialty* herbicide for the control of annual and perennial broadleaf weeds and kikuyugrass in ornamental turfgrass. 2.Active Ingredients: 61.6% triclopyr 3.Packaged in: 2.5 gallon container/5 gallon case DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th West Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HELENA CHEMICAL CO.	1	Case	$450.0000	$450.00	Complete	Trycera Triclopyr 29.4 percent
VAN DIEST SUPPLY CO	1	Case	$580.4500	$580.45	Complete	Turflon Ester Ultra Dow AS Label Included SDS Included
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	1	Case	$635.5000	$635.50	Complete	One quart containers. Glystar.
SUPREME TURF PRODUCTS , INC.	1	Case	$680.0000	$680.00	Complete	
SITEONE LANDSCAPE SUPPLY	1	Case	$790.7600	$790.76	Complete	Item no 00317845
MIDWEST TURF, INC.				No Bid.		

Line 010 | Bifenthrin Insecticide All bids to include delivery and MSDS for each location. 1. Description: An insecticide used on golf courses for the control of cutworms, sod web worms, and army worms. 2. Active Ingredients: 7.9% Bifenthrin 3. Packaged in: 1 gallon container/ 4 gallon case DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	3	Case	$123.1600	$369.48	Complete	Talstar Select RUP FML Golf Course Label. Label Included MSDS Included
	3	Case	$133.3200	$399.96	Complete	UpStar Gold

RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS						
HELENA CHEMICAL CO.	3	Case	$156.0000	$468.00	Complete	Talstar Select
MIDWEST TURF, INC.	3	Case	$160.0000	$480.00	Complete	Phoenix Firebird Pro 7.9 percent Bifenthrin 4x1gal
SITEONE LANDSCAPE SUPPLY	3	Case	$178.0800	$534.24	Complete	item no 83013788
SUPREME TURF PRODUCTS , INC.	3	Case	$200.0000	$600.00	Complete	Bidding Talstar Select This is a RUP requiring chem applicators license for purchase

Line 011 | Merit 75 WSP All Bids to Include Delivery and MSDS For Each Location 1. Description: For foliar and systemic insect control in turfgrass (including sod farms), landscape ornamentals, fruit and nut trees, and interior plantscapes. 2. Active Ingredients: 75% imidacloprid, 1-[(6-Chloro-3-pyridinyl)methyl] -N-nitro.2-imidazolidinimine. 3. Packaged in: 1.6 oz packets/25.6 oz per case DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	29	Case	$59.4000	$1,722.60	Complete	Zenith 75 WSP Prokoz Label Included SDS Included
SUPREME TURF PRODUCTS , INC.	29	Case	$74.0000	$2,146.00	Complete	Bidding Prokoz Zenith
SITEONE LANDSCAPE SUPPLY	29	Case	$85.7600	$2,487.04	Complete	item no 79381549 Bandit 75WSP 4x4x1.6oz
MIDWEST TURF, INC.	29	Case	$103.4482	$3,000.00	Complete	Phoenix Hawk-I 75WSP 75 percent Imidacloprid 48x1.6oz 10 cases at 300 dollars per case
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	29	Case	$119.6800	$3,470.72	Complete	Xytect 75WSP
HELENA CHEMICAL CO.	29	Case	$122.1600	$3,542.64	Complete	Criterion 75 WSP

Line 012 | Sevin SL Insecticide All Bids to Include Delivery and MSDS For Each Location 1. Description: A flowable insecticide product labeled for pest control in turfgrass. 2. Active Ingredients: 43.0% Carbaryl (1-naphthyl N-methylcarbamate) 3. Packaged in: 2.5 gallon container/ 5 gallon per case DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SUPREME TURF PRODUCTS , INC.	2	Gallon	$36.6000	$73.20	Complete	Price is per gallon Package is two and one half gallon container
HELENA CHEMICAL CO.	2	Gallon	$46.4800	$92.96	Complete	Carbaryl 4L 2.5 gallon container
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	2	Gallon	$58.5340	$117.07	Complete	2.5 Gallon container. Carbaryl
VAN DIEST SUPPLY CO	2	Gallon	$158.4500	$316.90	Complete	Bayer Sevin Sl Bayer Bid is not clear UDSC Bid 31.69 dollars per gallon in 2x2.5 cs

						158.45 dollars per case 316.90 dollars 2 case
SITEONE LANDSCAPE SUPPLY	2	Gallon	$256.8400	$513.68	Complete	item no 79721501
MIDWEST TURF, INC.				No Bid.		

Line 013 | Fairway Fertilizer All Bids to Include Delivery and MSDS For Each Location 1. Description: A general purpose fairway grade fertilizer used on golf course turf . 2. Active Ingredients: Minimum 20% Total Nitrogen [16.7% urea (50% sulfur-coated)], 4.3% ammoniacal nitrogen, Minimum 0% phosphorous, Minimum 10% soluble potash. 3. Packaged in: 50 lb. bags DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	500	Bag	$11.5700	$5,785.00	Complete	Mears 20-0-10 with 50 percent XCU Mears Fert El Dorado Ks Label Included SDS Included
SUPREME TURF PRODUCTS , INC.	500	Bag	$12.0000	$6,000.00	Complete	
HELENA CHEMICAL CO.	500	Bag	$13.2600	$6,630.00	Complete	Promate 20 3 10 30 percent PCU 2 percent Fe
SITEONE LANDSCAPE SUPPLY	500	Bag	$19.3600	$9,680.00	Complete	item no JDBB24311M50s50 24-3-11 50percent Crn 5Fe 1.5Mn
MIDWEST TURF, INC.				No Bid.		
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				No Bid.		

Line 014 | SUL-PO-MAG FAIRWAY GRADE All bids to include delivery and MSDS for each location. 1. Description: A fairway grade fertilizer containing potassium and magnesium. 2. Active Ingredients: 22% potassium (minimum), 11% magnesium (minimum), 22% sulfur (minimum) 3. Packaged in: 50 pound bag DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SUPREME TURF PRODUCTS , INC.	40	Bag	$15.0000	$600.00	Complete	
VAN DIEST SUPPLY CO	40	Bag	$15.0900	$603.60	Complete	Mears K-Mag Fairway Pellets 0-0-22-25-10.5 MG Label Included SDS Included
HELENA CHEMICAL CO.	40	Bag	$15.5500	$622.00	Complete	
SITEONE LANDSCAPE SUPPLY	40	Bag	$18.2700	$730.80	Complete	item no BG002250 0-0-22E Kmag 50 lb
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				No Bid.		
MIDWEST TURF, INC.				No Bid.		

Line 015 | Gypsum (calcium sulfate) Greens Grade All Bids to Include Delivery and MSDS For Each Location 1. Description: A pelletized fertilizer used on golf course greens to provide supplemental calcium for turf. 2. Active Ingredients: 21% calcium, 16% sulfur combined, 70% calcium sulfate, 88% calcium dihydrate. 3. Packaged in: 50 lb. bags DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC

2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	200	Bag	$5.3500	$1,070.00	Complete	MK Minerals
SUPREME TURF PRODUCTS , INC.	200	Bag	$5.7500	$1,150.00	Complete	
HELENA CHEMICAL CO.	200	Bag	$8.8400	$1,768.00	Complete	
SITEONE LANDSCAPE SUPPLY	200	Bag	$12.4900	$2,498.00	Complete	item no BMGYPSUM50 Pelletized Gypsum Mini 50lb
MIDWEST TURF, INC.				No Bid.		
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				No Bid.		

Line 016 | 0-0-62 MURIATE OF POTASH All bids to include delivery and SDS for each location. 1.Description: A fairway grade fertilizer used on golf course fairways and tees. 2.Active Ingredients: Minimum 62% Muriate of potash. 3.Packaged in: 50 pound bags DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th West Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	40	Bag	$12.0900	$483.60	Complete	
SUPREME TURF PRODUCTS , INC.	40	Bag	$12.2500	$490.00	Complete	
HELENA CHEMICAL CO.	40	Bag	$12.3300	$493.20	Complete	
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				No Bid.		
MIDWEST TURF, INC.				No Bid.		
SITEONE LANDSCAPE SUPPLY				No Bid.		

Line 017 | Howard Johnson's 18-4-18 Greens Grade Fertilizer All Bids to Include Delivery and MSDS for each Location 1. Description: A micro-greens grade fertilizer SGN 100 used on golf course greens. 50% of the Nitrogen is from Methylene Urea. 2. Active Ingredients: 18% total nitrogen (.85% ammoniacal nitrogen, 4.5% water soluble nitrogen, 9.5% urea), 7.65% slowly available (from methylene ureas). 4% ammonium phosphate, 18% sulfate of potash, .02% Boron, 6.12% combined sulfur, .05% copper, .1% iron, .05% water soluble manganese. 3. Packaged in: 50 lb. bags DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SUPREME TURF PRODUCTS , INC.	80	Bag	$31.0000	$2,480.00	Complete	Bidding EC Grow 18 4 18 with MU Ammonium Sulfate and micros
VAN DIEST SUPPLY CO	80	Bag	$31.5900	$2,527.20	Complete	
SITEONE LANDSCAPE SUPPLY	80	Bag	$37.8100	$3,024.80	Complete	item no 098540 18-2-18E 75percent Polyplus 3Mo 2Fe SGN 100 50lb
HELENA CHEMICAL CO.	80	Bag	$40.0000	$3,200.00	Complete	Country Club 18 0 18 69 percent Meth Ex

MIDWEST TURF, INC.	**No Bid.**
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	**No Bid.**

Line 018 | AQUATROLS PRIMER SELECT All bids to include delivery and MSDS for each location. 1. Description: A matrix flow soil surfactant for uniform movement, distribution and availability of water in the root zone and to overcome water repellency in soils. 2. Active Ingredients: 100% Alkoxylated polyols 3. Packaged in: 2.5 gallon container/5 gallon case NOTE: SUBSTITUTE PRODUCTS NOT ACCEPTED DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SITEONE LANDSCAPE SUPPLY	15	Case	$153.8000	$2,307.00	Complete	item no 069383 Lesco wet plus 2.5gal
SUPREME TURF PRODUCTS , INC.	15	Case	$282.0000	$4,230.00	Complete	
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				**No Bid.**		
MIDWEST TURF, INC.				**No Bid.**		
HELENA CHEMICAL CO.				**No Bid.**		
VAN DIEST SUPPLY CO				**No Bid.**		

Line 019 | TURF MARK WSP All bids to include delivery and MSDS for each location. 1. Description: Blue, water soluble spray indicator dye for use in boom, handgun and spot spraying applications on turfgrass. 2. Active Ingredients: none 3. Packaged in: 2.68 oz. water soluble packets/40 packets per case/7 pounds total weight. DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SITEONE LANDSCAPE SUPPLY	22	Case	$117.5400	$2,585.88	Complete	item no 008820 Lesco tracker blue 2.5 gal 2.5gal x 2case
MIDWEST TURF, INC.	22	Case	$140.0000	$3,080.00	Complete	Select Source Turf Marker Blue Select WSB 40x2oz
VAN DIEST SUPPLY CO	22	*Case*	*$169.3900*	$3,726.58	Complete	
SUPREME TURF PRODUCTS , INC.	22	Case	$212.0000	$4,664.00	Complete	
HELENA CHEMICAL CO.	22	Case	$218.0000	$4,796.00	Complete	
RAINBOW TREECARE *SCIENTIFIC* ADVANCEMENTS				**No Bid.**		

Line 020 | ANDERSONS TURF ENHANCER 2SC All bids to include delivery and MSDS for each location. 1. Description: A plant growth regulation product for reduction of vertical growth, mowing frequency, and suppression of Poa annua in warm and cool season turfgrass. 2. Active Ingredients: 22.30% Paclobutrazol 3. Packaged in: 64 fluid oz. container DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	3	Case	$53.3233	$159.97	Complete	Price is gallon. Anderson Turf Enhancer 25C No

						Longer Available VDS bids Tide Palco 25L 4x1 gallon case only Label Included SDS Included
HELENA CHEMICAL CO.	3	Case	$149.4400	$448.32	Complete	Tide Paclo 2SC 2x1 gallon Unit bid price is 1 gallon
SUPREME TURF PRODUCTS , INC.	3	Case	$170.0000	$510.00	Complete	
SITEONE LANDSCAPE SUPPLY	3	Case	$470.2600	$1,410.78	Complete	item no 83014020 Tide Paclo 2Sc Pgr 1gal x2case Price per gal is 235.13
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				**No Bid.**		
MIDWEST TURF, INC.				**No Bid.**		

Line 021 | Turf Max Turf Screen All bids to include delivery and MSDS for each location. 1. Description: A suspension concentrate that forms a protective film and protects fine turfgrass from harmful solar and UV radiation. 2. Active Ingredients: 30.12% Titanium Dioxide by weight, 9.04% Zinc Oxide by weight. 3. Packaged in: 2.5 gallon container/5 gallon case NOTE: Substitute products not accepted DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST TURF, INC.	6	Case	$530.0000	*$3,180.00*	*Complete*	
SITEONE LANDSCAPE SUPPLY	6	Case	$721.2500	$4,327.50	Complete	item no 291195 Lesco tracker SPF 1gal 1gal x 5case
VAN DIEST SUPPLY CO				**No Bid.**		
HELENA CHEMICAL CO.				**No Bid.**		
SUPREME TURF PRODUCTS , INC.				**No Bid.**		
RAINBOW TREECARE *SCIENTIFIC* ADVANCEMENTS				**No Bid.**		

Line 022 | Country Club 16-0-08 All bids to include delivery and MSDS for each location. 1. Description: A Greens Grade Formula Fine Homogeneous Granular fertilizer. SGN 100 2. Active Ingredients: 14.4% Nitrogen from Ammonium Sulfate and 1.6% Nitrogen from Urea per label specs. 8% Potassium per label specs. 1.0% Iron and 0.5% Manganese per label specs. 19.5% Sulfur per label specs. Not more than 2.0% Chlorine. Sulfate of Potash. 3. Packaged in: 50 pound bags DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HELENA CHEMICAL CO.	21	Bag	$23.7600	$498.96	Complete	
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				**No Bid.**		
MIDWEST TURF, INC.				**No Bid.**		
SUPREME TURF PRODUCTS , INC.				**No Bid.**		

SITEONE LANDSCAPE SUPPLY	**No Bid.**
VAN DIEST SUPPLY CO	**No Bid.**

Line 023 | Country Club 22-0-16MD All bids to include delivery and MSDS for each location. 1. Description: A Highly Dispersing Homogeneous Granule Technology fertilizer that contains North Atlantic Ocean Sea Kelp, Humic Acid and features Meth-Ex Slow Release Nitrogen. SGN 80 2. Active Ingredients: 22% Nitrogen from Methylene Urea, Ammonium Sulfate and Urea per Label specs. 17.6 slowly available Nitrogen from Methylene Urea. 16% Potassium per label specs. 6.2% Sulfur, 1.6 Iron and 0.7% Magnesium and 0.8% Manganese per label specs. Not more than 2.0% Chlorine. Sulfate of Potash. 3. Packaged in: 40 pound bags DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SITEONE LANDSCAPE SUPPLY	50	Bag	$45.9800	$2,299.00	Complete	item no 510380
HELENA CHEMICAL CO.	50	Bag	$50.0000	$2,500.00	Complete	
VAN DIEST SUPPLY CO					**No Bid.**	
SUPREME TURF PRODUCTS , INC.					**No Bid.**	
MIDWEST TURF, INC.					**No Bid.**	
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS					**No Bid.**	

Line 024 | Country Club 10-18-18 All bids to include delivery and MSDS for each location. 1. Description: A Greens Grade Formula fine Homogeneous Granular Fertilizer for close turf. SGN 145 2. Active Ingredients: 10% Nitrogen from Ammonium Sulfate, Urea and Methylene Urea per Label specs. 3.5 slowly available Nitrogen from Methylene Urea. 18% Potassium per label specs. 7.0% Sulfur, 0.5% Iron and 0.5% Magnesium and 0.25% Manganese per label specs. Not more than 2.0% Chlorine. Sulfate of Potash. 3. Packaged in: 50 pound bags DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HELENA CHEMICAL CO.	12	Bag	$35.3400	$424.08	Complete	
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS					**No Bid.**	
MIDWEST TURF, INC.					**No Bid.**	
SUPREME TURF PRODUCTS , INC.					**No Bid.**	
SITEONE LANDSCAPE SUPPLY					**No Bid.**	
VAN DIEST SUPPLY CO					**No Bid.**	

Line 025 | Helena Soaker Plus All bids to include delivery and MSDS for each location. 1. Description: A proprietary blend of biodegradable nonionic surfactants designed for the treatment of LDS (localized dry spots), wet spots and other water concerns in turf management to improve the uniform movement of water into the rootzone of soils. 2. Active Ingredients: 50.0% Non-Ionic Polyols 3. Packaged in: 2.5gallon container/5 gallons per case DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	6	Case	$133.4000	$800.40	Complete	Medalist Soil Surfactant Kalo Label Included SDS Included

HELENA CHEMICAL CO.	6	Case	$170.8000	$1,024.80	Complete	
SUPREME TURF PRODUCTS , INC.	6	Case	$296.0000	$1,776.00	Complete	Bidding Aqueduct from Aquatrols
SITEONE LANDSCAPE SUPPLY				No Bid.		
MIDWEST TURF, INC.				No Bid.		
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				No Bid.		

Line 026 | Howard Johnson's 15-0-30 Greens Grade Fertilizer All Bids to Include Delivery and MSDS for each Location 1.Description: A micro-greens grade fertilizer SGN 100 used on golf course greens. 100% of the Nitrogen is from Methylene Urea. 2. *Active Ingredients: 15% total nitrogen* (.2.25% urea), 12.75% slowly available (from methylene ureas). 30% sulfate of potash, .02% Boron, 10.2% combined sulfur, .05% copper, .1% iron, .05% water soluble manganese. 3. Packaged in: 50 lb. bags DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th Street West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	160	Bag	$35.4900	$5,678.40	Complete	Teetime 15-0-29 Andersons Label Included SDS Included
SITEONE LANDSCAPE SUPPLY	160	Bag	$36.8900	$5,902.40	Complete	item no 098536 14-0-26E 100percent Polyplus 3Mo SOP Fe Mn Sgn 100 50lb
HELENA CHEMICAL CO.	160	Bag	$37.8600	$6,057.60	Complete	Country Club 16 0 30 50 percent Meth Ex
SUPREME TURF PRODUCTS , INC.	160	Bag	$40.0000	$6,400.00	Complete	Bidding Andersons 15 0 29 100 per cent MU
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				No Bid.		
MIDWEST TURF, INC.				No Bid.		

Line 027 | CONCERT II Fungicide All bids to include delivery and SDS for each location. 1.Description: A flowable broad spectrum fungicide labeled for use on golf courses. 2.Active Ingredients: 2.9% Propiconazole and 38.5 % Chlorothalonil 3.Packaged in: 2.5 gallon container / 5 gallon case DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	1	Case	$390.0000	$390.00	Complete	Agency
SITEONE LANDSCAPE SUPPLY	1	Case	$390.0000	$390.00	Complete	Item no 44816 Agency item
HELENA CHEMICAL CO.	1	Case	$390.0000	$390.00	Complete	
SUPREME TURF PRODUCTS , INC.	1	Case	$390.0000	$390.00	Complete	Agency price
MIDWEST TURF, INC.				No Bid.		
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				No Bid.		

Line 028 | Instrata All Bids to Include Delivery and MSDS For Each Location 1. Description: A liquid fungicide used on golf course turf for control of Anthracnose, Brown Patch, Dollar Spot, Leaf Spot, Brown Blight and Melting-Out 2. Active Ingredients: 29.9% Chlorothalonil (tetrachloroisophthalonitrile); 4.7% Propiconazole, 1.2% Fludioxonil Contains 3.0 pounds chlorothalonil per gallon; 0.47 pounds propiconazole per gallon; 0.121 pounds fludioxonil per gallon 3. Packaged in: 2.5 gallon container / 5 gallons case Delivery Drop Locations 1.L.W. Clapp GC (210200) 4611 E. Harry 2.Mac Donald GC (210400) 1036 N. Roosevelt 3.Sim Park GC (210500) 2020 W. Murdock 4.Tex Consolver GC (210300) 1931 S. Tyler Rd. 5.Auburn Hills GC (210100) 355 S. 135th St. West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SUPREME TURF PRODUCTS , INC.	2	Case	$800.0000	$1,600.00	Complete	Agency price
HELENA CHEMICAL CO.	2	Case	$800.0000	$1,600.00	Complete	
SITEONE LANDSCAPE SUPPLY	2	Case	$800.0000	$1,600.00	Complete	item no 26327 Agency item
VAN DIEST SUPPLY CO	2	Case	$800.0000	$1,600.00	Complete	
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				**No Bid.**		
MIDWEST TURF, INC.				**No Bid.**		

Line 029 | Fusilade II All bids to include delivery and SDS for each location. 1. Description: A herbicide for control of grass weeds in landscape areas, roadsides, roadsides, nurseries, greenhouses, flower beds, ground covers, interiorscapes, parks, sports fields, golf courses, commercial and residential areas. 2. Active Ingredients: Fluaxifop-P-butyl Butyl (R)-2-[4-[[5-(trifluoromethyl)-2-pryidinyl]oxy]phenoxy]prpoanoate.....24.5% 3. Packaged in: 1 quart container DELIVERY DROP LOCATIONS 1.MacDonald GC 1036 N. Roosevelt 2.L.W. Clapp GC 4611 E. Harry 3.Sim Park GC 2020 W. Murdock 4.Consolver GC 1931 S. Tyler Rd. 5.Auburn Hills GC 355 S. 135th West Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SUPREME TURF PRODUCTS , INC.	1	Case	$62.0000	$62.00	Complete	Price is per quart
VAN DIEST SUPPLY CO	1	Case	$446.7200	$446.72	Complete	8x1 qt case
HELENA CHEMICAL CO.	1	Case	$473.9200	$473.92	Complete	
SITEONE LANDSCAPE SUPPLY	1	Case	$717.2000	$717.20	Complete	item no 73215
MIDWEST TURF, INC.				**No Bid.**		
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				**No Bid.**		

Line 030 | ACCLAIM EXTRA Herbicide All bids to include delivery and SDS for each location. 1. Description: For postemergence annual and perennial grass control in turfgrass including sod farms, commercial and residential turf, and ornamentals. 2. Active Ingredients: fenoxaprop-p-ethyl: (+)-ethyl 2-[4-[6-chloro-2-benzoxazolyl)oxy]phenoxy] propanate 6.59% 3. Packaged in: 1 gallon container DELIVERY DROP LOCATIONS 1. MacDonald GC 1036 N. Roosevelt 2. L.W. Clapp GC 4611 E. Harry 3. Sim Park GC 2020 W. Murdock 4. Consolver GC 1931 S. Tyler Rd. 5. Auburn Hills GC 355 S. 135th West Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HELENA CHEMICAL CO.	0.25	Each	$454.9900	$113.75	Complete	Unit bid price 1 gallon container
VAN DIEST SUPPLY CO	0.25	Each	$459.9700	$114.99	Complete	4x1 gallon
SUPREME TURF PRODUCTS , INC.	0.25	Each	$490.0000	$122.50	Complete	Price is per gallon

SITEONE LANDSCAPE SUPPLY	0.25	Each	$617.1100	$154.28	Complete	item no 4197236
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				No Bid.		
MIDWEST TURF, INC.				No Bid.		

Line 031 | Acelepryn All Bids to Include Delivery and MSDS For Each Location 1. Description: For use on golf course turf for foliar and systemic control of a variety of white grubs; armyworms, cutworms, sod webworms, billbugs and annual bluegrass weevil. 2. Active Ingredients: 18.4% Chlorantraniliprole 3-Bromo-N-[4-chloro-2-methyl-6-[(methylamino)carbonyl]phenyl]-1-(3-chloro-2-pyridinyl)-1H-pyrazole-5-carboxamide 1.67 pounds of active ingredient per gallon 3. Packaged in: ½ gallon container Delivery Drop Locations 1. L.W. Clapp GC (210200) 4611 E. Harry 2. Mac Donald GC (210400) 1036 N. Roosevelt 3. Sim Park GC (210500) 2020 W. Murdock 4. Tex Consolver GC (210300) 1931 S. Tyler Rd. 5. Auburn Hills GC (210100) 355 S. 135th St. West Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	1	Each	$949.5000	$949.50	Complete	Agency
SITEONE LANDSCAPE SUPPLY	1	Each	$949.5000	$949.50	Complete	item no 53196 Agency item
HELENA CHEMICAL CO.	1	Each	$949.5000	$949.50	Complete	
SUPREME TURF PRODUCTS , INC.	1	Each	$949.5000	$949.50	Complete	Agency price
MIDWEST TURF, INC.				No Bid.		
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				No Bid.		

Line 032 | Milorganite-Greens Grade All Bids to Include Delivery and MSDS For Each Location 1. Description: An organic fertilizer used on golf course greens as an alternative to petroleum-based products. Provides slow-release nitrogen by microbial action. Also includes trace elements. 2. Active Ingredients: 6.75% nitrogen (90% W.I.N.), 2.6% phosphorus, .4% potassium, 5% iron, .9% calcium, .71% sulfur, .4% magnesium, .04% zinc, .02% copper. Traces of boron, manganese, and molybdenum. 3. Packaged in: 50 lb. Bags DELIVERY DROP LOCATIONS 1. Mac Donald GC - 1036 N. Roosevelt 2. L. W. Clapp GC - 4611 E. Harry 3. Sim Park GC - 2020 W. Murdock 4. Consolver GC - 1931 S. Tyler Rd. 5. Auburn Hills GC - 335 S. 135th St. South Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SITEONE LANDSCAPE SUPPLY	40	Bag	$8.8300	$353.20	Complete	item no BFORG044040 Thrive 4-4-0 100percent BIO 3.2Ca 1.5Fe 40lb bag
SUPREME TURF PRODUCTS , INC.	40	Bag	$9.2500	$370.00	Complete	
VAN DIEST SUPPLY CO	40	Bag	$9.4900	$379.60	Complete	
HELENA CHEMICAL CO.	40	Bag	$10.4800	$419.20	Complete	
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS				No Bid.		
MIDWEST TURF, INC.				No Bid.		

Line 033 | 15-0-10 FERTILIZER w/ OXADIAZON All bids to include delivery and SDS for each location. 1. Description: A fairway grade fertilizer (minimum 15% nitrogen, of which is 40% slow release and 10% potash) used on golf course fairways and tees containing Oxadiazon herbicide. 2. Active Ingredients: Minimum .95% Oxadiazon. 3. Packaged in: 50 pound bags DELIVERY DROP LOCATIONS 1. MacDonald GC 1036 N. Roosevelt 2. L.W. Clapp GC 4611 E. Harry 3. Sim Park GC 2020 W. Murdock 4. Consolver GC 1931 S. Tyler Rd. 5. Auburn Hills GC 355 S. 135th West Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SUPREME TURF PRODUCTS , INC.	60	Bag	$34.5000	$2,070.00	Complete	
VAN DIEST SUPPLY CO					**No Bid.**	
SITEONE LANDSCAPE SUPPLY					**No Bid.**	
HELENA CHEMICAL CO.					**No Bid.**	
MIDWEST TURF, INC.					**No Bid.**	
RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS					**No Bid.**	

Top of the Page

March 14, 2016

Purchases Utilizing Government Entities Contracts
Cooperative Contracts and Agreements
Ordinance No. 38-122 Section 2.64.020 (j)
And Purchases Utilizing Sole Source of Supply
Ordinance No. 35-856 Section 2. (b)

SUBJECT: Furnish & Install Daktronics LED Video Display & Control onto Existing Daktronics Scoreboard at Lawrence Dumont Stadium

Labor, Material, and Equipment to furnish & install one (1), Outdoor Daktronics LED Video Display and New Control onto Existing Daktronics Scoreboard at Lawrence Dumont Stadium.

Department: Public Works & Utilities Department/Fleet & Facilities Division

Vendor	Reference Authority	Total Cost
Daktronics, Inc. per Association of Educational Purchasing Agencies (AEPA)	Ordinance No. 38-122 Section 2.64.020 (j) and Ordinance No. 35-856 Section 2 (b)	$210,639.00

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640011 **Impact Rock Crusher** **Close Date/Time:** 2/19/2016 10:00 AM CST

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

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities **Responses:** 4

Vendors	Complete	Bid Total	City Comments
BERRY TRACTOR & EQUIPMENT CO	Complete	$614,079.00	Defer to 04/11/2016 Public Works & Utilities Department/Fleet & Facilities Division
G W VAN KEPPEL	Complete	$656,930.00	
MURPHY TRACTOR & EQUIPMENT CO INC	Complete	$766,257.00	
VICTOR L PHILLIPS COMPANY	In-Complete	$0.00	

Top of the Page

POWERED BY COGSDALE

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL MARCH 15, 2016

a. 2016 Sanitary Sewer Reconstruction Phase 2 (north of Central, east of Seneca) (468-85096/620838/666005) Traffic to be maintained during construction using flagpersons and barricades. (District I,VI) - $500,000.00

b. Wheatland from the east line of Lot 103, Block A, west to the east line of Jewell, and on Jewell from the north line of Wheatland, west to the west line of Lot 31, Block H, and on Wheatland Court from the west line of Wheatland, west to and including the cul-de-sac; and on Jewell Circle from the north line of Jewell, east to and including the cul-de-sac to serve Turkey Creek 3rd Addition (north of Pawnee, east of 135th Street West) (472-84488/766354/490376) does not affect existing traffic. (District IV) - $613,000.00

c. Mosley & Rock Island Paving between 2nd and 3rd HL & Annie M Taylor Addition (south of Central, west of Washington) (472-85195/707086/636319/211540/774088) Traffic phasing included in plans. (District VI) - $1,660,076.00

d. Country Acres Phase 1A Neighborhood Water Main Replacement (W-042) Country Acres, Country Acres 2nd, Country Acres 3rd, Country Acres 4th, Country Acres 4th B, Sunset Manor West 3rd, Roberson, Gentry 4th, and Northwest High School Additions and one Unplatted Tract (south of 13th Street, west of Ridge Road) (448-90613/635819/753042) Traffic to be maintained during construction using flagpersons and barricades. (District All) - $3,379,640.00

To be Bid: February 26, 2016

PRELIMINARY ESTIMATE of the cost of:
2016 Sanitary Sewer Reconstruction Phase 2
(north of Central, east of Seneca)

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	Site Clearing	1	LS
2	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS		
3	Pipe, SS 8"	3,545	lf
4	Pipe Removed	3,545	lf
5	Pipe, Casing	20	lf
6	MH, Removed	9	ea
7	*MH, Shallow SS (4')*	7	ea
8	MH, Standard SS (4')	2	ea
9	MH Adj. w/new Ring & Cover (12")	1	ea
10	MH Frame & Cover, Replaced	3	ea
11	Conc Pvmt Rem & Repl (incl gutter)	71	lf
12	Conc Approach Rem & Repl (incl gutter)	105	lf
13	Concrete Sidewalk Rem & Repl	5	lf
14	Pvmt Rem & Repl (Brick Approach)	76	lf
15	Pvmt Rem & Repl (Brick Street)	62	lf
16	Fill Sand (flushed & vibrated)	283	lf
17	Concrete Encasement Removed	80	lf
18	Concrete Encasement 8", Reinforced	100	lf
19	Service Reconnection, Sewer (4")	127	ea
20	Service Reconnection, Sewer (6")	1	ea
21	BMP, Construction Entrance	1	ea
22	BMP, Silt Fence	40	lf
23	BMP, Erosion Control Mat	40	sy
24	BMP, Back of Curb Protection	20	lf
25	BMP, Curb Inlet Protection	1	ea

Construction Subtotal _____

Engineering & Inspection
Administration
Publication

Total Estimated Cost $500,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

666005 (620838) 468-85096
Page _____

EXHIBIT _____

To be Bid: February 26, 2016

PRELIMINARY ESTIMATE of the cost of:
Wheatland from the east line of Lot 103, Block A, west to the east line of Jewell, and on Jewell from the north line of Wheatland, west to the west line of Lot 31, Block H, and on Wheatland Court from the west line of Wheatland, west to and including the cul-de-sac; and on Jewell Circle from the north line of Jewell, east to and including the cul-de-sac to serve Turkey Creek 3rd Addition (north of Pawnee, east of 135th Street West)

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

	LUMP SUM BID ITEMS		
1	Excavation	1,104	cy
2	Fill, Compacted (95% Density)	62	cy
3	Maintain Existing BMPs	1	LS
4	Grading, Easement	1	LS
5	Signing	1	LS
6	Seeding	1	LS
7	Site Clearing	1	LS
8	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS		
9	AC Pavement 5" (3" Bit Base)	5,286	sy
10	Crushed Rock Base 5", Reinforced	6,646	sy
11	Concrete Pavement (VG) 7" (Reinf)	88	sy
12	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	3,249	lf
13	Concrete Curb, Mono Edge (6-5/8" & 1-1/2")	59	lf
14	Wheelchair Ramp w/ Detectable Warnings	2	ea
15	Concrete Sidewalk 4"	2,511	sf
16	Fill, Sand (Flushed & Vibrated)	518	lf
17	Pipe, SWS 15"	986	lf
18	Pipe, SWS 18"	269	lf
19	Pipe, SWS 24"	421	lf
20	Pipe, SWS 30"	593	lf
21	Pipe, Stub, 15"	3	ea
22	Pipe, End Section 24"	1	ea
23	Rip-Rap, Light Stone	33	sy
24	Inlet, Curb (Type 1A) (L=5' W=3')	4	ea
25	Inlet, Curb (Type 1A) (L=5' W=4')	1	ea
26	Inlet, Curb (Type 1A) (L=10' W=3')	1	ea
27	Inlet, Curb (Type 1A) (L=10' W=4')	1	ea
28	Inlet, Backyard	6	ea
29	MH, Shallow SWS (4')	2	ea
30	MH, Adjusted w/o New Ring & Cover	1	ea
31	Inlet Hookup	7	ea
32	Inlet Underdrain	140	lf
33	Valve Box Adjusted	1	ea
34	BMP, Back of Curb Protection	3,315	lf
35	BMP, Curb Inlet Protection	7	ea
36	BMP, Drop Inlet Protection	7	ea
37	BMP, Erosion Control Mat	190	sf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $613,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

490376 (766354) 472-84488

Page _____ EXHIBIT _____

To be Bid: February 26, 2016

PRELIMINARY ESTIMATE of the cost of:
Mosley & Rock Island Paving between 2nd and 3rd
(south of Central, west of Washington)

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 (707086)		
1	Street Lighting System (Mosley)	1	LS
2	Pavement Markings	1	LS
3	Traffic Control	1	LS
4	Signing	1	LS
5	Site Clearing	1	LS
6	Site Restoration	1	LS
7	Mobilization	1	LS
8	ADA Ramp (337 N. Rock Island)	1	LS
	MEASURED QUANTITY BID ITEMS (707086)		
9	Concrete Pavement 7" (Reinf)	758	sy
10	Crushed Rock Base 6", Reinforced	175	sy
11	Road Gravel	1,200	sf
12	Concrete Pavement (VG) 8" (Reinf)	171	sy
13	Concrete Base 7" (Reinf)	4,101	sy
14	Concrete Curb, Mono Edge (3-5/8" RL & 1-1/2")	99	lf
15	Concrete C & G, Type 1 (6" & 1-1/2")	30	lf
16	Concrete Header (12" Width Nominal)	4,082	lf
17	Concrete Sidewalk 4"	826	sf
18	Wheelchair Ramp w/ Detectable Warnings	3	ea
19	Brick Pavers Removed	1,248	sy
20	Brick Pavers, Reset	488	sy
21	Vehicular Grade Paver (Holland)	2,104	sy
22	Pedestrian Grade Paver (Holland)	1,649	sy
23	Concrete Base 6", Removed	1,248	sy
24	Concrete Pavement Removed	1,694	sy
25	Gravel Streets/Drives Removed	1,902	sy
26	Pavement Removed	541	sy
27	Sidewalk, Drive, &/or Pkg Lot Removed	514	sy
28	Concrete C & G Removed	20	lf
29	Removal of Existing Railroad Track	1,800	lf
30	Landscape Planter - Type 1	6	ea
31	Landscape Planter - Type 2	2	ea
32	Landscape Planter - Type 3	8	ea
33	Oversized Planter (Mosley, Sta 5+65.48 to Sta 6+15.51)	1	ea
34	Sculpture Base	2	ea
35	Concrete Bumper Blocks - wheel stops	40	ea
36	Benches	12	ea
37	Trash Receptacles	8	ea
38	Bicycle Racks	12	ea
39	Deciduous Tree (2" Cal./B&B)	18	ea
40	Shrubs (5 Gal.)	4	ea
41	Shrubs (3 Gal.)	9	ea
42	Annuals/Perennials (1 Gal.)	522	ea
43	Annuals/Perennials (3 Gal.)	7	ea
44	Pipe, SWS 15"	481	lf
45	Pipe, SWS 18"	580	lf
46	MH, Standard SWS (6')	1	ea
47	Inlet, Drop, Special	13	ea
48	Inlet, Drop, (Nyloplast or equal)	9	ea
49	Pipe, SWS 12" DICL	30	lf
50	Pipe, SWS 10" DICL	108	lf
51	Pipe, SWS 8" DICL	868	lf
52	Downspout Shoe	30	ea
53	Downspout Shoe, Special	1	ea
54	Riser Assembly 8", Cleanout	13	ea
55	Fill, Sand (Flushed & Vibrated)	1,878	lf
56	MH Adjusted, SS	1	ea
57	Connect to Existing Structure	2	ea
58	Pipe Removed	43	lf
59	Inlet Removed	2	ea
60	BMP, Construction Entrance	1	ea

61	BMP, Curb Inlet Protection	1	ea
62	BMP, Drop Inlet Protection	13	ea
63	BMP, Straw Wattle	3	ea
64	Pipe, WL 6"	43	lf
65	Pipe, WL 6" DICL	7	lf
66	Valve Assembly, 6"	2	ea
67	Pipe, Casing (16" I.D. min), HDPE	22	lf
68	Valve Assembly, Blowoff	1	ea
	MEASURED QUANTITY BID ITEMS (636319)		
69	Pipe, WL 12"	616	lf
70	Pipe, WL 12" DICL	4.57	lf
71	Pipe, WL 8" DICL	25	lf
72	Fire Hydrant Assembly	1	ea
73	Valve Assembly, Blowoff	1	ea
74	Service Connection Reconnected	2	ea
75	Service Line, Long 2" (including meter set)	6	ea
76	Service Line, Short 2" (including meter set)	4	ea
77	Fill, Sand (Flushed & Vibrated)	641	lf
78	Concrete Pavement Removed & Replaced	9	sy
79	AC Pavement Replaced (Temporary)	15	sy
80	Valve Assembly, Adjusted	2	ea
81	Pipe, CIMJ Cap, 6"	1	ea
	ADD ALTERNATE #1 - LUMP SUM BID ITEMS (707086)		
82	Street Lighting System (Rock Island)	1	LS
	ADD ALTERNATE #2 - MEASURED QUANTITY BID ITEMS (707086)		
83	South Boardwalk Support Wall	107	lf
84	South Boardwalk Decking	680	sf
85	Decorative Railing	130	lf
86	Concrete Ramp Landing	1	ea
87	Pipe Rail (on bldgs. at stairs and ramps)	40	lf
	ADD ALTERNATE #3 - MEASURED QUANTITY BID ITEMS (707086)		
88	North Boardwalk Support Wall	81	lf
89	North Boardwalk Decking	506	sf
90	Decorative Railing	85	lf
91	Concrete Ramp Landing	1	ea
92	Pipe Rail (on bldgs. at stairs and ramps)	40	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection (707086)
Engineering & Inspection (636319)
Administration
Publication
Electrical Work

Total Estimated Cost $1,660,076.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

211540/774088 (707086/636319) 472-85195

Page_____ EXHIBIT_____

To be Bid: February 26, 2016

PRELIMINARY ESTIMATE of the cost of:
Country Acres Phase IA Neighborhood Water Main Replacement (W-042)
(south of 13th Street, west of Ridge Road)

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	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Sodding	1	LS
	LUMP SUM BID ITEMS - Water		
4	Abandon Existing System	1	LS
	LUMP SUM BID ITEMS - Traffic		
5	Traffic Control	1	LS
	LUMP SUM BID ITEMS - Erosion Control		
6	BMP, Construction Entrance	1	ea
	MEASURED QUANTITY BID ITEMS - Water		
7	Pipe, WL 8" PVC, including Directional Drill	23,062	lf
8	Pipe, DICL 08"	102	lf
9	Pipe, DICL 06"	64	lf
10	Pipe, WL 2" DO NOT BID	143	lf
11	MJ Valve Assembly, Gate 8"	5	ea
12	Anchored MJ Valve Assembly, Gate 8"	24	ea
13	Fire Hydrant Assembly	23	ea
14	*Fire Hydrant Removal*	4	ea
15	Valve Assembly, Blowoff 2"	2	ea
16	Service Outlet Assembly 2" (Includes 2" Pipe)	2	ea
17	2" Long Services	2	ea
18	1" Long Services	182	ea
19	1" Short Services	217	ea
20	Concrete Encasement, Reinforced	180	lf
	MEASURED QUANTITY BID ITEMS - Erosion Control		
21	BMP, Inlet Protection	7	ea
22	BMP, Back of Curb Protection	1,000	lf
	MEASURED QUANTITY BID ITEMS - Paving		
23	Wheelchair Ramp Removed & Replaced	20	ea
	MEASURED QUANTITY BID ITEMS - Water		
24	Special Anchored MJ Valve Assembly, Gate 8"	1	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Department (*Taps*)
Water Department (Meters)

Total Estimated Cost $3,379,640.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

753042 (635819) 448-90613
Page_____ EXHIBIT_____

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Petition for Drainage Improvements to Serve Tallgrass East Commercial Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition and budget, and adopt the resolution.

Background: The signatures on the petition represent 100% of the improvement district. The petition is a requirement for a lot split and is valid per Kansas Statute 12-6a01.

Analysis: The project will provide drainage improvements required for a new commercial development located north of 21st Street North, east of Webb Road.

Financial Considerations: The petition total for the sanitary sewer improvements is $589,000. The funding source for the project is 100% special assessments.

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

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

Attachments: Map, budget sheet, petition, and resolution.

(Published in the ***Wichita Eagle***, on March 18, 2016)132019

RESOLUTION NO. 16-052

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 407 – TALLGRASS EAST COMMERCIAL PHASE 1/NORTH OF 21ST STREET NORTH, EAST OF WEBB) (468-85097).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a storm water drain system, including sidewalk and exercise equipment, to serve the Improvement District (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Five Hundred Eighty-Nine Thousand Dollars ($589,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvements District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

See ***Exhibit A*** attached hereto.

(d) The method of assessment is: **on a fractional basis as described below:**

Parcel A shall pay 19.33% of the Improvement District portion of the total cost
Parcel B shall pay 71.66% of the Improvement District portion of the total cost
Parcel C shall pay 9.01% of the Improvement District portion of the total cost

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special 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 this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on March 15, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

EXHIBIT A
(Parcel A)

Part of Lot 4, Block 1, Tallgrass East Commercial to Wichita, Sedgwick County, Kansas described as follows: **COMMENCING** at the Northwest corner of Lot 1, Block 1, as platted in said Tallgrass East Commercial also being a point on the boundary of aforesaid Lot 4; Thence Bearing N09°19'07"W, along the West line of said Lot 4, a distance of 16.40 feet; Thence Bearing N88°49'35"E, a distance of 291.19 feet to the **POINT OF BEGINNING**; Thence continuing Bearing N88°49'35"E, a distance of 100.89 feet; Thence Bearing N01°10'25"W, a distance of 63.39 feet; Thence Bearing N88°49'35"E, a distance of 253.27 feet; Thence Bearing N01°10'25"W, a distance of 197.97 feet; Thence Bearing S88°49'35"W, a distance of 297.94 feet; Thence Bearing S65°31'53"W, a distance of 59.46 feet; Thence Bearing S00°47'16"E, a distance of 237.85 feet to the **POINT OF BEGINNING**.
(said Parcel 'A' containing 1.736 acres, more or less)

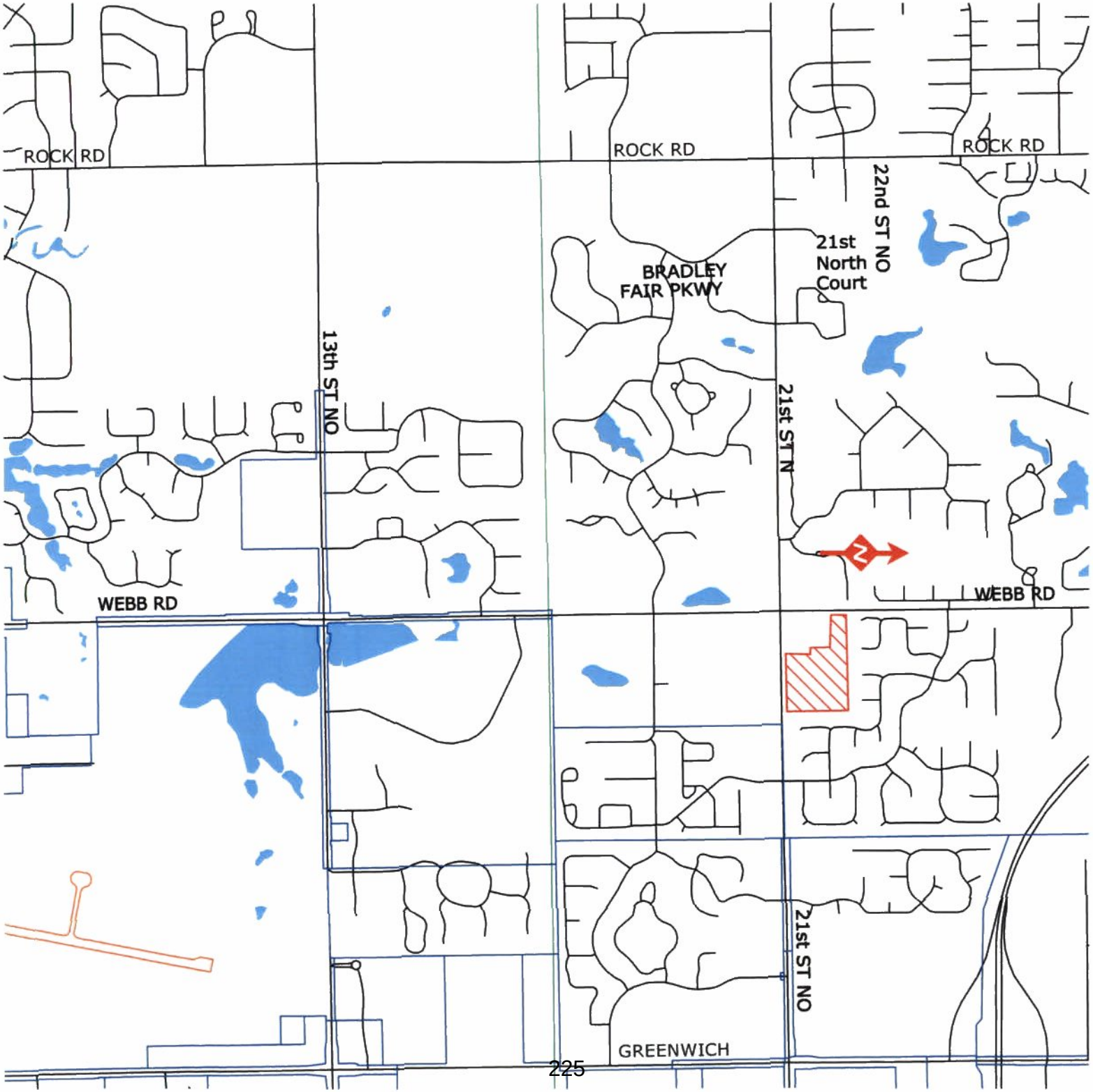
(Parcel B)

Part of Lot 4, Block 1, Tallgrass East Commercial to Wichita, Sedgwick County, Kansas described as follows: **COMMENCING** at the Northwest corner of Lot 4, Block 1, in said Tallgrass East Commercial; Thence Bearing N88°49'35"E, along the North line of said Lot 4, a distance of 300.01 feet to the **POINT OF BEGINNING**; Thence continuing Bearing N88°49'35"E, along said North line, a distance of 841.12 feet to the Northeast corner of said Lot 4; Thence Bearing S01°10'25"E, along the East line of said Lot 4, a distance of 720.00 feet; Thence Bearing S88°49'35"W, along the South line of said Lot 4, a distance of 490.26 feet; Thence Bearing N01°10'25"W, a distance of 492.59 feet; Thence Bearing S88°49'35"W, a distance of 207.71 feet; Thence Bearing N01°10'25"W, a distance of 35.00 feet; Thence Bearing S88°49'35"W, a distance of 94.98 feet; Thence Bearing S65°31'53"W, a distance of 54.02 feet; Thence Bearing N00°47'16"W, a distance of 213.77 feet to the **POINT OF BEGINNING**. **EXCEPT** the following: **COMMENCING** at a the Northeast corner of Lot 4, Block 1 in Tallgrass East Commercial to Wichita, Sedgwick County, Kansas; Thence Bearing S88°49'35"W, along the North line of said Lot 4, a distance of 370.26 feet; Thence Bearing S01°10'25"E, a distance of 45.00 feet to the **POINT OF BEGINNING**; Thence continuing Bearing S01°10'25"E, a distance of 157.45 feet to the P.C. of a curve to the right; Thence along said curve to the right (non-tangent), having a radius of 196.00 feet, a chord bearing of S43°54'27"E, a chord distance of 213.52 feet, through a central angle of 66°00'27", an arc distance of 225.80 feet; Thence Bearing S10°54'14"E, a distance of 2.25 feet; Thence Bearing N88°49'35"E, a distance of 179.98 feet to a point on the boundary of a pipeline Right of Way Agreement as recorded at the Sedgwick County Register of Deeds Office on Film 2475, Page 1639; Thence Bearing S01°10'25"E, along said boundary and parallel with and 45.00 feet West of the East line of said Lot 4, a distance of 100.00 feet; Thence Bearing S88°49'35"W, a distance of 196.17 feet to the P.C. of a curve to the left; Thence along said curve to the left (non-tangent), having a radius of 1,000.00 feet, a chord bearing of N09°09'23"W, a chord distance of 60.98 feet, through a central angle of 03°29'41", an arc distance of 60.99 feet; Thence Bearing N10°54'14"W, a distance of 37.12 feet to the P.C. of a curve to the left; Thence along said curve to the left (tangent), having a radius of 165.00 feet, a chord bearing of N11°26'12"W, a chord distance of 3.07 feet and through a central angle of 01°03'57", an arc distance of 3.07 feet; Thence Bearing S88°49'35"W, a distance of 233.79 feet; Thence Bearing N01°10'25"W, a distance of 316.50 feet to a point on the aforementioned boundary

line of a pipeline Right of Way Agreement; Thence Bearing N88°49'35"E, along said boundary line and parallel with and 45.00 feet South of the North line of said Lot 4, a distance of 120.00 feet to the **POINT OF BEGINNING**.
(said Parcel 'B' containing 8.123 acres, more or less)

(Parcel C)

Lot 3, Block 1, Tallgrass East Commercial to Wichita, Sedgwick County, Kansas together with a portion of Lot 4, Block 1, Tallgrass East Commercial to Wichita, Sedgwick County, Kansas being more particularly described as follows: **BEGINNING** at the Southeast corner of Lot 3, Block 1 in said Tallgrass East Commercial; Thence Bearing N01°10'25"W, along the East line of said Lot 3, a distance of 200.00 feet to the Northeast corner of said Lot 3; Thence Bearing S88°49'35"W, along the North line of said Lot 3, a distance of 150.00 feet to the Northwest corner of said Lot 3; Thence Bearing S01°10'25"E, along the West line of said Lot 3, a distance of 200.00 feet to the Southwest corner of said Lot 3, also being a P.I. in the boundary of Lot 4, Block 1, in said Tallgrass East Commercial; Thence Bearing S88°49'35"W, along the South boundary of said Lot 4, a distance of 30.00 feet; Thence Bearing N01°10'25"W, a distance of 294.62 feet; Thence Bearing N88°49'35"E, a distance of 218.27 feet; Thence Bearing S01°10'25"E, a distance of 294.62 feet to a point in the South boundary of said Lot 4; Thence Bearing S88°49'35"W, along said South boundary, a distance of 38.27 feet to the **POINT OF BEGINNING**.
(said Parcel 'C' containing 1.476 acres, more or less)


ROCK RD
ROCK RD
ROCK RD
22nd ST NO
21st
North
Court
BRADLEY
FAIR PKWY
13th ST NO
21st ST N
WEBB RD
WEBB RD
21st ST NO
GREENWICH

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

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

ENGINEERING REFERENCE #: 468-85097

FUND: 480 Sewer Improvements N.I. SUBFUND: 485 Storm Drainage N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: 3-15-16 REQUEST DATE:

PROJECT # : PROJECT TITLE: SWD 407 TALLGRASS EAST COMMERICAL ADDITION

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: SWD 407 TALLGRASS EAST COMMERICAL ADDITION

OCA # : OCA TITLE: SWD 407 TALLGRASS EAST COMMERICAL ADDITION

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$589,000.00	2999 Contractuals	$589,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$589,000.00	**EXPENSE TOTAL:**	$589,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Mary Jane Arm DATE: 02/17/16

DEPARTMENT HEAD: Amy DATE: 3/1/16

BUDGET OFFICER: C. Busada DATE: 2/25/16

CITY MANAGER: DATE:

RECEIVED
FEB 04 '16
CITY CLERK OFFICE

SWD # 407
468 - 85097

PETITION
STORM WATER DRAIN – TALLGRASS EAST COMMERCIAL
PHASE 1

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a storm water drain system, including sidewalk and exercise equipment, to serve the Improvement District defined below:

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: **$589,000.00 (Five Hundred Eighty Nine Thousand Dollars),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

See Exhibit 'A' attached hereto

(d) The proposed method of assessment is: on a fractional basis as described below:

Property described in Exhibit 'A' attached hereto shall pay 100% of the Improvement District portion of the total cost.

Parcel A shall pay 19.33% of the Improvement District portion of the total cost
Parcel B shall pay 71.66% of the Improvement District portion of the total cost
Parcel C shall pay 9.01% of the Improvement District portion of the total cost

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
		Parcels A, B, and C'

****

THIS PETITION was filed in my office on February 4th, 2016.

Deputy City Clerk

EXHIBIT 'A"
(Parcel A)

Part of Lot 4, Block 1, Tallgrass East Commercial to Wichita, Sedgwick County, Kansas described as follows: **COMMENCING** at the Northwest corner of Lot 1, Block 1, as platted in said Tallgrass East Commercial also being a point on the boundary of aforesaid Lot 4; Thence Bearing N09°19'07"W, along the West line of said Lot 4, a distance of 16.40 feet; Thence Bearing N88°49'35"E, a distance of 291.19 feet to the **POINT OF BEGINNING**; Thence continuing Bearing N88°49'35"E, a distance of 100.89 feet; Thence Bearing N01°10'25"W, a distance of 63.39 feet; Thence Bearing N88°49'35"E, a distance of 253.27 feet; Thence Bearing N01°10'25"W, a distance of 197.97 feet; Thence Bearing S88°49'35"W, a distance of 297.94 feet; Thence Bearing S65°31'53"W, a distance of 59.46 feet; Thence Bearing S00°47'16"E, a distance of 237.85 feet to the **POINT OF BEGINNING**:
(said Parcel 'A' containing 1.736 acres, more or less)

(Parcel B)

Part of Lot 4, Block 1, Tallgrass East Commercial to Wichita, Sedgwick County, Kansas described as follows: **COMMENCING** at the Northwest corner of Lot 4, Block 1, in said Tallgrass East Commercial; Thence Bearing N88°49'35"E, along the North line of said Lot 4, a distance of 300.01 feet to the **POINT OF BEGINNING**; Thence continuing Bearing N88°49'35"E, along said North line, a distance of 841.12 feet to the Northeast corner of said Lot 4; Thence Bearing S01°10'25"E, along the East line of said Lot 4, a distance of 720.00 feet; Thence Bearing S88°49'35"W, along the South line of said Lot 4, a distance of 490.26 feet; Thence Bearing N01°10'25"W, a distance of 492.59 feet; Thence Bearing S88°49'35"W, a distance of 207.71 feet; Thence Bearing N01°10'25"W, a distance of 35.00 feet; Thence Bearing S88°49'35"W, a distance of 94.98 feet; Thence Bearing S65°31'53"W, a distance of 54.02 feet; Thence Bearing N00°47'16"W, a distance of 213.77 feet to the **POINT OF BEGINNING**. **EXCEPT** the following: **COMMENCING** at a the Northeast corner of Lot 4, Block 1 in Tallgrass East Commercial to Wichita, Sedgwick County, Kansas; Thence Bearing S88°49'35"W, along the North line of said Lot 4, a distance of 370.26 feet; Thence Bearing S01°10'25"E, a distance of 45.00 feet to the **POINT OF BEGINNING**; Thence continuing Bearing S01°10'25"E, a distance of 157.45 feet to the P.C. of a curve to the right; Thence along said curve to the right (non-tangent), having a radius of 196.00 feet, a chord bearing of S43°54'27"E, a chord distance of 213.52 feet, through a central angle of 66°00'27", an arc distance of 225.80 feet; Thence Bearing S10°54'14"E, a distance of 2.25 feet; Thence Bearing N88°49'35"E, a distance of 179.98 feet to a point on the boundary of a pipeline Right of Way Agreement as recorded at the Sedgwick County Register of Deeds Office on Film 2475, Page 1639; Thence Bearing S01°10'25"E, along said boundary and parallel with and 45.00 feet West of the East line of said Lot 4, a distance of 100.00 feet; Thence Bearing S88°49'35"W, a distance of 196.17 feet to the P.C. of a curve to the left; Thence along said curve to the left (non-tangent), having a radius of 1,000.00 feet, a chord bearing of N09°09'23"W, a chord distance of 60.98 feet, through a central angle of 03°29'41", an arc distance of 60.99 feet; Thence Bearing N10°54'14"W, a distance of 37.12 feet to the P.C. of a curve to the left; Thence

along said curve to the left (tangent), having a radius of 165.00 feet, a chord bearing of N11°26'12"W, a chord distance of 3.07 feet and through a central angle of 01°03'57", an arc distance of 3.07 feet; Thence Bearing S88°49'35"W, a distance of 233.79 feet; Thence Bearing N01°10'25"W, a distance of 316.50 feet to a point on the aforementioned boundary line of a pipeline Right of Way Agreement; Thence Bearing N88°49'35"E, along said boundary line and parallel with and 45.00 feet South of the North line of said Lot 4, a distance of 120.00 feet to the **POINT OF BEGINNING**.
(said Parcel 'B' containing 8.123 acres, more or less)

(Parcel C)

Lot 3, Block 1, Tallgrass East Commercial to Wichita, Sedgwick County, Kansas together with a portion of Lot 4, Block 1, Tallgrass East Commercial to Wichita, Sedgwick County, Kansas being more particularly described as follows: **BEGINNING** at the Southeast corner of Lot 3, Block 1 in said Tallgrass East Commercial; Thence Bearing N01°10'25"W, along the East line of said Lot 3, a distance of 200.00 feet to the Northeast corner of said Lot 3; Thence Bearing S88°49'35"W, along the North line of said Lot 3, a distance of 150.00 feet to the Northwest corner of said Lot 3; Thence Bearing S01°10'25"E, along the West line of said Lot 3, a distance of 200.00 feet to the Southwest corner of said Lot 3, also being a P.I. in the boundary of Lot 4, Block 1, in said Tallgrass East Commercial; Thence Bearing S88°49'35"W, along the South boundary of said Lot 4, a distance of 30.00 feet; Thence Bearing N01°10'25"W, a distance of 294.62 feet; Thence Bearing N88°49'35"E, a distance of 218.27 feet; Thence Bearing S01°10'25"E, a distance of 294.62 feet to a point in the South boundary of said Lot 4; Thence Bearing S88°49'35"W, along said South boundary, a distance of 38.27 feet to the **POINT OF BEGINNING**.
(said Parcel 'C' containing 1.476 acres, more or less)

(Published in the ***Wichita Eagle***, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 407 – TALLGRASS EAST COMMERCIAL PHASE 1/NORTH OF 21ST STREET NORTH, EAST OF WEBB) (468-85097).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a storm water drain system, including sidewalk and exercise equipment, to serve the Improvement District (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Five Hundred Eighty-Nine Thousand Dollars ($589,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvements District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

See ***Exhibit A*** attached hereto.

(d) The method of assessment is: **on a fractional basis as described below:**

Parcel A shall pay 19.33% of the Improvement District portion of the total cost
Parcel B shall pay 71.66% of the Improvement District portion of the total cost
Parcel C shall pay 9.01% of the Improvement District portion of the total cost

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special 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 this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

EXHIBIT A
(Parcel A)

Part of Lot 4, Block 1, Tallgrass East Commercial to Wichita, Sedgwick County, Kansas described as follows: **COMMENCING** at the Northwest corner of Lot 1, Block 1, as platted in said Tallgrass East Commercial also being a point on the boundary of aforesaid Lot 4; Thence Bearing N09°19'07"W, along the West line of said Lot 4, a distance of 16.40 feet; Thence Bearing N88°49'35"E, a distance of 291.19 feet to the **POINT OF BEGINNING**; Thence continuing Bearing N88°49'35"E, a distance of 100.89 feet; Thence Bearing N01°10'25"W, a distance of 63.39 feet; Thence Bearing N88°49'35"E, a distance of 253.27 feet; Thence Bearing N01°10'25"W, a distance of 197.97 feet; Thence Bearing S88°49'35"W, a distance of 297.94 feet; Thence Bearing S65°31'53"W, a distance of 59.46 feet; Thence Bearing S00°47'16"E, a distance of 237.85 feet to the **POINT OF BEGINNING**.
(said Parcel 'A' containing 1.736 acres, more or less)

(Parcel B)

Part of Lot 4, Block 1, Tallgrass East Commercial to Wichita, Sedgwick County, Kansas described as follows: **COMMENCING** at the Northwest corner of Lot 4, Block 1, in said Tallgrass East Commercial; Thence Bearing N88°49'35"E, along the North line of said Lot 4, a distance of 300.01 feet to the **POINT OF BEGINNING**; Thence continuing Bearing N88°49'35"E, along said North line, a distance of 841.12 feet to the Northeast corner of said Lot 4; Thence Bearing S01°10'25"E, along the East line of said Lot 4, a distance of 720.00 feet; Thence Bearing S88°49'35"W, along the South line of said Lot 4, a distance of 490.26 feet; Thence Bearing N01°10'25"W, a distance of 492.59 feet; Thence Bearing S88°49'35"W, a distance of 207.71 feet; Thence Bearing N01°10'25"W, a distance of 35.00 feet; Thence Bearing S88°49'35"W, a distance of 94.98 feet; Thence Bearing S65°31'53"W, a distance of 54.02 feet; Thence Bearing N00°47'16"W, a distance of 213.77 feet to the **POINT OF BEGINNING**. **EXCEPT** the following: **COMMENCING** at a the Northeast corner of Lot 4, Block 1 in Tallgrass East Commercial to Wichita, Sedgwick County, Kansas; Thence Bearing S88°49'35"W, along the North line of said Lot 4, a distance of 370.26 feet; Thence Bearing S01°10'25"E, a distance of 45.00 feet to the **POINT OF BEGINNING**; Thence continuing Bearing S01°10'25"E, a distance of 157.45 feet to the P.C. of a curve to the right; Thence along said curve to the right (non-tangent), having a radius of 196.00 feet, a chord bearing of S43°54'27"E, a chord distance of 213.52 feet, through a central angle of 66°00'27", an arc distance of 225.80 feet; Thence Bearing S10°54'14"E, a distance of 2.25 feet; Thence Bearing N88°49'35"E, a distance of 179.98 feet to a point on the boundary of a pipeline Right of Way Agreement as recorded at the Sedgwick County Register of Deeds Office on Film 2475, Page 1639; Thence Bearing S01°10'25"E, along said boundary and parallel with and 45.00 feet West of the East line of said Lot 4, a distance of 100.00 feet; Thence Bearing S88°49'35"W, a distance of 196.17 feet to the P.C. of a curve to the left; Thence along said curve to the left (non-tangent), having a radius of 1,000.00 feet, a chord bearing of N09°09'23"W, a chord distance of 60.98 feet, through a central angle of 03°29'41", an arc distance of 60.99 feet; Thence Bearing N10°54'14"W, a distance of 37.12 feet to the P.C. of a curve to the left; Thence along said curve to the left (tangent), having a radius of 165.00 feet, a chord bearing of N11°26'12"W, a chord distance of 3.07 feet and through a central angle of 01°03'57", an arc distance of 3.07 feet; Thence Bearing S88°49'35"W, a distance of 233.79 feet; Thence Bearing N01°10'25"W, a distance of 316.50 feet to a point on the aforementioned boundary

line of a pipeline Right of Way Agreement; Thence Bearing N88°49'35"E, along said boundary line and parallel with and 45.00 feet South of the North line of said Lot 4, a distance of 120.00 feet to the **POINT OF BEGINNING**.
(said Parcel 'B' containing 8.123 acres, more or less)

(Parcel C)

Lot 3, Block 1, Tallgrass East Commercial to Wichita, Sedgwick County, Kansas together with a portion of Lot 4, Block 1, Tallgrass East Commercial to Wichita, Sedgwick County, Kansas being more particularly described as follows: **BEGINNING** at the Southeast corner of Lot 3, Block 1 in said Tallgrass East Commercial; Thence Bearing N01°10'25"W, along the East line of said Lot 3, a distance of 200.00 feet to the Northeast corner of said Lot 3; Thence Bearing S88°49'35"W, along the North line of said Lot 3, a distance of 150.00 feet to the Northwest corner of said Lot 3; Thence Bearing S01°10'25"E, along the West line of said Lot 3, a distance of 200.00 feet to the Southwest corner of said Lot 3, also being a P.I. in the boundary of Lot 4, Block 1, in said Tallgrass East Commercial; Thence Bearing S88°49'35"W, along the South boundary of said Lot 4, a distance of 30.00 feet; Thence Bearing N01°10'25"W, a distance of 294.62 feet; Thence Bearing N88°49'35"E, a distance of 218.27 feet; Thence Bearing S01°10'25"E, a distance of 294.62 feet to a point in the South boundary of said Lot 4; Thence Bearing S88°49'35"W, along said South boundary, a distance of 38.27 feet to the **POINT OF BEGINNING**.
(said Parcel 'C' containing 1.476 acres, more or less)

Agenda Item No. II-4b

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Revised Petition for Paving Improvements to Serve Estancia Commercial Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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

Background: On September 15, 2015, the City Council approved a petition for paving improvements to serve Estancia Commercial Addition. The developer has submitted a new petition with an increased budget. The signatures on the petition represent 100% of the improvement district and are valid per Kansas Statute 12-6a01.

Analysis: The project will provide paving improvements required for a new commercial development located north of 37th Street North, east of Ridge Road.

Financial Considerations: The original paving petition total was $413,000. The revised petition total is $514,000, a difference of $101,000. The funding source for the project is 100% special assessments.

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

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

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

(Published in the ***Wichita Eagle***, on March 18, 2016)

RESOLUTION NO. 16-053

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS PHASE 1 – ESTANCIA COMMERCIAL ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (472-85241).

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 15-303** of the City (the "Prior Resolution) authorizing certain internal improvements; and

WHEREAS, **the estimated or probable cost of the proposed improvements authorized by the Prior Resolution has increased;**

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*(the "Act"); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Repealer**. The Prior Resolution is hereby repealed.

Section 2. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Paving on Palmetto Street from the east edge of Ridge Road to the South edge of Summitlawn Street; Paving on Village Circle from the East edge of Ridge Road to the Southeast corner of Lot 1, Block 4.

Construction of sidewalk along the North and South sides of Village Circle from the East edge of Ridge Road to the Southeast corner of Lot 1, Block 4; Sidewalk along the North side of Palmetto Street from the East edge of Ridge Road to the South edge of Summitlawn Street (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Five Hundred Fourteen Thousand Dollars ($514,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

ESTANCIA COMMERCIAL ADDITION
Lots 1 through 7, Block 1
Lots 1 through 3, Block 2
Lot 1, Block 3
Lot 1, Block 4

(d) The method of assessment is **equally per square foot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 2*** of this Resolution.

Section 4. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special 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 the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on March 15, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney
and Director of Law

TYLER
TYLER
21st ST NO
21st ST NO
RIDGE
RIDGE
37th ST NO
45th ST NO
29th ST NO
29th ST NO
HOOVER
HOOVER
N

Project Request

◯ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ◯ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

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

ENGINEERING REFERENCE #: 472-85241

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I.

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: 03-15-16 REQUEST DATE:

PROJECT # : 490372 PROJECT TITLE: PAVING 472-85241 ESTANCIA COMMERCIAL ADDITION

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: PAVING 472-85241 ESTANCIA COMMERCIAL ADDITION

OCA # : 766350 OCA TITLE: PAVING 472-85241 ESTANCIA COMMERCIAL ADDITION

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◯ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	$413,000.00	$101,000.00	$514,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$413,000.00	$101,000.00	$514,000.00

Expense Object Level 3			
2999 Contractuals	$413,000.00	$101,000.00	$514,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$413,000.00	$101,000.00	$514,000.00

NOTES:

revised petition with increased budget

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 02/17/16

DEPARTMENT HEAD: [illegible] DATE: 3/1/16

BUDGET OFFICER: Cheryl Busada DATE: 2/25/16

CITY MANAGER: DATE:

RECEIVED

JAN 2 2 '16

CITY CLERK OFFICE

PETITION
PAVING PHASE 1 – ESTANCIA COMMERCIAL ADDITION

TO: The Mayor and City Council (the "Governing Body") Revises 472-85241
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Paving on Palmetto St. from the east edge of Ridge Rd. to the South edge of Summitlawn St.; Paving on Village Cir. from the East edge of Ridge Rd to the Southeast corner of Lot 1, Block 4.

Construction of sidewalk along the North and South sides of Village Cir from the East edge of Ridge Rd. to the Southeast corner of Lot 1, Block 4; Sidewalk along the North side of Palmetto St. from the East edge of Ridge Rd. to the South edge of Summitlawn St.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **$514,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1 through 7, Block 1; Lots 1 through 3, Block 2; Lot 1, Block 3; and Lot 1, Block 4;

(d) The proposed method of assessment is: **equally per square foot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
TIER 1, LLC By: Kansas Developments, LLC, Member		Lots 1 through 7, Block 1; Lots 1 through 3, Block 2; and Lot 1, Block 4; Estancia Commercial Addition
	1-13-16	
Marvin L. Schellenberg, Manager		
By: BEH Investments II, LLC, Member		
	1-13-16	
Seth Albin, CFO and Member		

MS WICHITA, LLC By: Mainstreet Asset Management, Inc., its Manager		Lot 1, Block 3; Estancia Commercial Addition
Michael R. Klingl, Senior Development Director	1/19/16	Michael R Klingl

****

THIS PETITION was filed in my office on January 22, 2016.

Deputy City Clerk

PAVING PHASE 1 IMPROVEMENTS – ESTANCIA COMMERCIAL ADDITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
Curb and Gutter	3800	LF	$ 15.00		$ 57,000.00
Asphalt 35' B-B	5300	SY	$ 20.00		$ 106,000.00
Asphalt 29' B-B	1050	SY	$ 20.00		$ 21,000.00
Subgrade	6200	SY	$ 10.50		$ 65,100.00
5' Sidewalk	8000	SF	$ 4.00		$ 32,000.00
Site Cleaning and Restoration	1	LS	$ 10,000.00		$ 10,000.00
Valley Gutter	1060	SY	$ 52.00		$ 55,120.00
				Contingencies @ 10% +/-	$ 34,622.00
				Construction Total	$ 380,842.00
				35% Engineering, Administration, Etc.	$ 133,294.70
				TOTAL	$ 514,136.70

(Published in the ***Wichita Eagle***, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS PHASE 1 – ESTANCIA COMMERCIAL ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (472-85241).

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 15-303** of the City (the "Prior Resolution) authorizing certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements authorized by the Prior Resolution has increased;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*(the "Act"); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by a **majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Paving on Palmetto Street from the east edge of Ridge Road to the South edge of Summitlawn Street; Paving on Village Circle from the East edge of Ridge Road to the Southeast corner of Lot 1, Block 4.

Construction of sidewalk along the North and South sides of Village Circle from the East edge of Ridge Road to the Southeast corner of Lot 1, Block 4; Sidewalk along the North side of Palmetto Street from the East edge of Ridge Road to the South edge of Summitlawn Street (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Five Hundred Fourteen Thousand Dollars ($514,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

ESTANCIA COMMERCIAL ADDITION
Lots 1 through 7, Block 1
Lots 1 through 3, Block 2
Lot 1, Block 3
Lot 1, Block 4

(d) The method of assessment is **equally per square foot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 2*** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special 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 the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney
and Director of Law

Agenda Item No. II-5a

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Food Trucks at the Fountains (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Kary Taylor, WaterWalk, is coordinating the Food Trucks at the Fountains event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Food Trucks at the Fountains March 20, 2016 9:00 am – 3:00 pm

- South Water Street, Dewey Street to Waterman Street
- Waterwalk Place, South Water Street to Wichita Street

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

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

Legal Consideration: This action complies with the ordinance on street closures for community events.

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

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 2 for Improvements to Pawnee Bridge at the Arkansas River (Districts III and IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 2.

Background: On August 24, 2010, the City Council approved an agreement with MKEC Engineering (MKEC) to design improvements to the Pawnee Bridge at the Arkansas River. The following supplemental agreements have been approved to date:

Agreement No.	Date Approved	Services Provided	Cost
Original	August 24, 2010	Original design services agreement	$71,500
No. 1	March 25, 2014	Full design concept	$28,830
		Design Fee to Date:	**$100,330**

Analysis: The original survey was completed in 2008. A supplemental agreement has been prepared to update the standard details, review utility conflicts, and complete a site visit to inspect changes to the condition of the bridge, then update the plans as needed.

Financial Considerations: The design fee to date is $100,330. The cost of the additional services is $19,618, bringing the total design fee to $119,948. Funding is available within the existing $2,358,000 budget, approved by the City Council on November 24, 2015 and is funded by general obligation bonds.

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

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

Attachment: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 24, 2010

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated August 24, 2010) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **PAWNEE BRIDGE OVER ARKANSAS RIVER** (Project No.472-84922_715726).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Prepare updated plans for Pawnee Bridge over Arkansas River (see Attached for details)

B. PAYMENT PROVISIONS

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

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

Bridge improvements (715726): $19,618

C. COMPLETION

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

(a) Field check plans of the project for distribution to utilities by **N/A**.
(b) Office check plans by **N/A**.
(c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **May 31, 2016**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2016.

CITY OF WICHITA

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and
Director of Law

MKEC ENGINEERING, INC.

_____
(Name and Title)
Jay Anglemyer, P.E., Principal

MKEC ENGINEERING SUCCESS

February 8, 2016

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

Reference: Proposal for Supplemental Design Agreement No. 2
Pawnee Ave. Bridge over Arkansas River (Proj. No. 472-84922)

Dear Mr. Mellies:

Per the City's request, MKEC agrees to a change in design scope for the project noted above. MKEC proposes to perform additional design services to update the construction drawings previously prepared by MKEC in 2013. The additional services will update the drawings to current standards and will reflect the current condition of the existing bridge to be rehabilitated by the project. The scope of the proposed additional services is presented below:

- Survey and utility field check and plan update, if necessary
- Update the standard details in the plan set
- Separate "bridge excavation" into its own bid item and separate "curb repair" into two separate bid items and adjust the plans accordingly
- Attend and participate in pre-bid and pre-construction conferences ad answer contractor questions during the bidding process
- Perform a field inspection of the condition of the bridge and adjust the plans to reflect changes since completion of the original design
- Perform a physical bridge deck inspection, including chain dragging of the deck
- Provide traffic control for the deck inspection noted above

The additional work included in this supplemental agreement request will be performed in accordance with the requirements of the original contract. Submittal of revised final plans, supplemental specifications and construction cost estimate for the project will occur on or before three weeks from the date of the notice to proceed with the work described herein.

MKEC proposes a supplemental fee of $19,618.00 to complete the work. The supplemental fee is itemized as follows:

Task	Amount
Survey and Utility Check	$ 2,641.00
Update Standard Details	$ 680.00
Modify Bid Items	$ 1,550.00
Pre-Bid / Pre-Construction Activities	$ 2,320.00
Bridge Condition Inspection	$ 3,676.00
Bridge Deck Sounding	$ 5,036.00
Traffic Control for Deck Sounding	$ 5,000.00
	$19,618.00

411 N. Webb Rd. • Wichita, KS 67206 • T 316.684.9600 • F 316.684.5100 • MKEC.COM

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

Sincerely,

MKEC ENGINEERING, INC.

Jay Anglemyer, PE
Project Manager

J:\Civil\10264\DOC\Supplemental Request #2.doc

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Water and Sewer Master Plan Projects (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: Since the early 1990s, the City Council has periodically approved Water and Sewer Master Plan projects. The master plans assess the City's sanitary sewer and water service area needs through future years and are necessary to ensure that the recommendations and projects being implemented are still relevant to the City's current needs. The last Water Master Plan Update was approved in 2003 and submitted to the City Council in 2006. The last Sewer Master Plan Update was approved in 2005 and submitted to the City Council in 2006.

With changes in water use practices and growth projections for the City, these plans need to be updated to best meet Wichita's future needs. Components of the updated Master Plans are also required to support the work being performed by CH2MHill as part of the Utility Optimization Project.

Analysis: The Utility uses master planning as a long-range tool for identifying necessary improvements and facility expansions. Master Plans help keep pace with growth, provide for additional development and assure high quality service for customers. The updates will analyze Environmental Protection Agency (EPA) requirements, determine growth areas and projected populations, determine sewer basins, review and develop the Sewer and Water Utility Capital Improvement Programs (CIP), and consider economic and non-economic assessments for proposed alternatives for recommended projects. The hydraulic models for sanitary sewer collection system, water distribution system and raw water transmission mains will also be updated as part of this project.

On December 17, 2015, the Staff Screening and Selection Committee interviewed three consulting firms that responded to the City's request for proposals (RFP). Burns & McDonnell (B&M) was selected as the top firm to produce both the Water and Sewer Master Plans.

All companies have qualified, experienced staff capable of providing the requested deliverables within the required time frame, and all have positive work records with the City of Wichita. Selection was generally determined based on a stronger approach to the project as well as the individual support tools that were offered to allow the City to keep both the water and sewer hydraulic models and the Master Plans updated. One requirement of the RFP is the completion of the models in July, which is an extremely aggressive schedule. B&M's creation of the last set of models and knowledge of calibration challenges and nuances within the City's system, and the team's proven track record for right-sizing future systems were clear positives for this component of the RFP. In addition, B&M's approach to coordination with the current Asset Management Plan project being led by CH2MHill is strong, and the history working together is positive.

Financial Considerations: B&M's proposed fee for the Sewer Master Plan is $450,000 and the Water Master Plan is $475,000. Staff recommends authorizing $500,000 from the Sewer Utility and $500,000 from the Water Utility to fund this project. The additional funding is for staff oversight and administration costs. Ultimately, less should be spent from sewer than water.

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

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

Attachment: Agreement and Memo to the City Manager.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager

THROUGH: Alan King, Director of Public Works & Utilities

FROM: Gary Janzen, City Engineer

DATE: January 25, 2016

SUBJECT: Utility Master Plans

UTILITY MASTER PLANS

Wichita Water Utilities uses master planning as a long-range planning tool for the improvement and expansion of its water and sewer facilities. Master Plans help keep pace with growth, provide for additional development and support high quality service to the customers.

The Master Plans are only one part of an overall Comprehensive Plan, which is generally comprised of the following components:

- Master Plan
- Treatment Requirements
- Asset Management
- Renewal & Replacement
- Water Resource Plan
- Demand Assessment
- Drought Response
- Emergency Response
- Water Security

Master Plans must be updated at regular intervals to ensure that the Utility is planning accordingly to changing conditions in demand, growth, regulatory requirements and economic factors. Historically, Wichita's goal has been to update the Master Plans every 5 years based on current conditions and revised planning forecasts for the entire Wichita Water and Sanitary Sewer Service Area. However, the last Master Plans were completed in 2005 prior to significant changes in demand and growth projections for the service areas and the tools staff needs to support future growth and development are obsolete.

Wichita's Master Plans will provide the following components of the Utilities' overall Comprehensive Plan:

Water Master Plan

- Supply and Demand Evaluation
- Population and Growth Projection
- Water System Planning to meet projected growth & development for years 2020, 2035 and 2045
  - New infrastructure
    - Pipes, pump stations, reservoirs towers
  - Expanded pipes
- Pressure Zone Management and Optimization with emphasis on:
  - NE Pressure Zone – Optimization of 53rd Street Tower
  - SE Pressure Zone – Optimization of Southeast Booster Pump Station
- Water Facilities Evaluation
  - Supply
  - Treatment facilities
  - Pumping and storage facilities
- Water Quality/Treatment Regulatory Considerations
  - Upcoming changes in regulations
  - Water age/chloramine decay mitigation
  - Reservoir management
- Update of the Hydraulic Distribution Model
  - Calibration and flow/pressure monitoring
  - Current model is "skeletonized" 12" and above (3,140,607 l.f.)
  - Updated model will include the entire distribution system (12,749,360 l.f.)
- Update of the Raw Water Transmission Model
  - Calibration and flow/pressure monitoring
- Conservation Efforts
- Emergency Preparedness Considerations
- Capital Improvement Program Review and Development (2017-2026)

Sewer Master Plan

- Flows and Loading Evaluation
- Population and Growth Projection
- Sewer Service System Planning to meet projected growth & development for years 2020, 2035 and 2045
  - New infrastructure
    - Pipes, lift stations
  - Expanded pipes
- Flow Basin Management and Optimization with emphasis on:
  - Four Mile Creek Basin
  - Cowskin Creek Basin
  - Reduction of lift stations
- Sewer Facilities Evaluation
  - Basin boundaries
  - Treatment facilities
  - Pumping and storage facilities

- Water Quality/Treatment Regulatory Considerations
  - Upcoming changes in regulations
  - Discharge standards
  - Bio nutrient removal requirements
  - Reduction in conveyance/detention time
  - Reduction in creation of hydrogen sulfide
- Update of the Wastewater Collection Systems Model
  - Calibration and flow monitoring
  - Current model is "skeletonized" 12" and above (2,363,973 l.f.)
  - Updated model will include the entire distribution system (13,717,316 l.f.)
- Flow and Rainfall Monitoring Program
- Emergency Preparedness Considerations
- Industrial Sewer Metering Program
- Capital Improvement Program Review and Development (2017-2026)

The City is concurrently in the development of a Private Public Partnership (P3) Asset Management Plan with CH2M Hill. The P3 contract requires the use of the City's models and CIP to provide their recommendations to the City and to complete several of their tasks. Normally a Master Plan could be expected to take anywhere from 18 months to 2 years to properly complete, however to meet the data requirements of the P3, the following schedule must be accommodated:

- Hydraulic Models must be complete and City staff must be trained and able to run the model by July 2016.
- CIP Improvements should be provided to CH2MHill by August/September 2016.

Consultant selection for the Master Plan was qualification based and bids were submitted via sealed envelope and only the highest ranked consultants bid was opened. Initial discussions with consultants at the time the Request for Proposal was published suggested that the City should expect to pay $1 million per Master Plan if the plans were performed separately due to the aggressive schedule for the modeling efforts. One proposal included an estimated cost savings per hour if the plans were combined as well as an estimated hours needed to do the project. Estimating with these numbers, it is anticipated that the proposed cost would have been approximately $1.2 million to complete both plans together. The proposed contract for Burns & McDonnell to perform this work is $925,000.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

for

WATER AND SEWER MASTER PLANS

THIS AGREEMENT, made this _____ day of _____, 2016, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BURNS & MCDONNELL ENGINEERING COMPANY, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

WATER AND SEWER MASTER PLANS

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

I. SCOPE OF SERVICES
The ENGINEER shall furnish professional services as required for designing Water and Sewer Master Plans and to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**)

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

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

D. To save and hold CITY harmless against all damages and losses for injuries to third-party persons or third-party property to the extent caused by negligent errors, omissions or acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

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

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

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

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

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

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

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

Further, a commercial general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall be $500,000.00 per occurrence and in the aggregate for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is canceled.

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

III. THE CITY AGREES:

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

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

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

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

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

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

IV. PAYMENT PROVISIONS

A. Payment to the Engineer for the performance of the professional services required by this agreement shall be made on the basis of the not to exceed fee amount specified below:

Water	**$475,000**
Sewer	**$450,000**
Total	**$925,000**

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

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

V. THE PARTIES HERETO MUTUALLY AGREE:

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

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon delivery to CITY and completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT. Notwithstanding the foregoing, ENGINEER and its subcontractors shall retain ownership of any pre-existing standards, design specifications, databases, computer software, proprietary information, or intellectual property contained in the drawings, notes, and documents pertaining to the PROJECT.

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

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

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

and assigns. Neither party shall assign this agreement without written approval of the other party.

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

G. Except as provided herein, the rights and remedies provided for under this agreement are in addition to any other rights and remedies provided by law.

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

I. Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, contractors' procedures and methods, unavoidable delays, contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

J. To the maximum extent permitted by law, ENGINEER and CITY and their officers, employees, and subcontractors shall not be liable to each other for special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.

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

BY ACTION OF THE CITY COUNCIL

_____
Jeff Longwell, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
for Jennifer Magaña, Director of Law & City Attorney

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

BURNS & McDONNELL ENGINEERING COMPANY INC
CORPORATE SEAL
MISSOURI

_____
Ron Coker, Senior Vice President

ATTEST:

_____
Assistant Secretary

EXHIBIT "A"

SCOPE OF SERVICES

FOR WATER AND SEWER MASTER PLANS

The Scope of Services presented herein calls for the completion of the CITY's Water and Sewer Master Plans by ENGINEER. These Master Plans will provide an updated evaluation and documents the current conditions and revised planning forecasts for the CITY's water and sanitary sewer service areas. Primary tasks in the Scope of Services are listed below:

1. Integrated Project Management
2. Water Master Plan
3. Sanitary Sewer Master Plan

Project milestones for each Master Plan will precede the scheduled completion dates to support the Asset Management Plan. Compensation for the Scope of Services is as indicated in the Agreement for the Water and Sanitary Sewer Master Plans; compensation for the Asset Management Plan Coordination is included within the costs for each master plan in the Agreement.

SCOPE OF SERVICES

1.0 Integrated Project Management – Water & Sanitary Sewer Master Plans
- 1.1 Coordinate, attend, and prepare minutes for the following project meetings:
  - A. Project kickoff meeting.
  - B. Water and sanitary sewer modelling software workshop (one (1) day in Wichita).
  - C. Model training (two (2) days in Wichita).
  - D. Water distribution system meeting with CITY's Operations Section.
  - E. Raw water system meeting with CITY's Operations Section.
  - F. Facility operations meeting with CITY's Operations and Maintenance Section.
  - G. Level of service and basis of cost meeting (Sanitary Sewer Master Plan only).
- 1.2 Monthly progress reporting.
- 1.3 Presentation to CITY council.
- 1.4 Deliver up to ten (10) copies of the draft report.
- 1.5 Deliver up to ten (10) copies of the final report and up to ten (10) compact discs (CDs) that include PDF format of the final report and hydraulic model.
- 1.6 Quality control throughout the duration of the project.

2.0 Water Master Plan
- 2.1 Water Supply and Demand Evaluation
  - A. Review existing information pertinent to water demand including the 2005 Water Master Plan, 2013 Water Demand Assessment, and the 2015 Water Resources Plan.
    - i. Compare current water usage and population with existing information from the sources above and adjust water demand projections as necessary. Review current large users and summarize historical metered water usage.
    - ii. Review existing water supplies and their anticipated remaining useful life as part of the CITY's water portfolio.
- 2.2 Water System Master Planning of Future Planning Periods
  - A. System Growth:

i. Review the 2013 Water Demand Assessment and Metropolitan Area Planning Department (MAPD) growth areas with CITY and determine the area, service implementation year, rate of development, and customer classification.
ii. Project customers and water demands in new future growth areas and fill-in growth within existing areas for each planning period; summarize demand projections for growth areas by customer class.
iii. Planning periods for water system master planning and hydraulic modeling include the current year and future years 2020, 2035, and 2045.
iv. Evaluate demand conditions for each planning period to determine the adequacy of existing water system and determine necessary improvements for distribution piping, transmission, pumping, storage, fire flow, pressure zone adequacy, and future growth piping to support the demand projections. Review existing system results and proposed improvements with CITY.

B. Additional Modeling Tasks:
i. Hydraulic modelling for the following:
a. Review the current pressure zone delineation and determine what, if any, improvements are necessary to support future land use planning.
- Operation of the Northeast Pressure Zone and Northeast Tower.
- Southeast Booster Pump Station controls.

2.3 Water Facilities Evaluation – desktop analysis to determine net water needs.
A. Water Supply Facilities:
i. Review the existing water supply capacities and planned additions are adequate to meet the water demand projections through the year 2045.
ii. If necessary, determine limiting factor(s) associated with a water supply deficit and potential solutions for each planning period.

B. Water Treatment Facilities:
i. Review the existing water treatment capacity and the need for any future treatment facilities to meet the water demand projections through the year 2045.
ii. If necessary, determine the limiting factor(s) associated with a water treatment capacity deficit and potential solutions for each planning period.

C. Water Distribution Facilities:
i. Review existing capacities of water distribution system pumping and storage facilities and the need for any future pump(s) or pumping facilities to meet the water demand projections through the year 2045.
ii. If necessary, determine the limiting factor(s) associated with a pumping deficit and potential solutions for each planning period.

2.4 Regulatory Review
A. Identify and summarize the applicable regulatory requirements from Kansas Department of Health and Environment (KDHE) and the Environmental Protection Agency (EPA).
B. Summarize possible changes to regulatory requirements and the impact to existing treatment facilities and potential future expansions.
C. Establish finished water quality goals and evaluate potential improvements to water treatment facilities and operations required to maintain regulatory compliance.
D. Develop regulatory evaluation in report.

2.5 Water Distribution Model of Existing System
A. Review and update existing model:
i. Model software review and selection.
ii. Update the previous model with the CITY's current water system GIS.
iii. Incorporate calibration data from previous model into the new model.

iv. Incorporate the Hess reservoirs and piping system. Evaluate water age and mixing system alternatives and/or operational strategies to lower water age.
v. Incorporate all pipes greater than or equal to 8-inches in diameter and other pipes relevant for distribution system connectivity.

B. Demand Allocation
   i. Create a linkage between CITY water meter GIS features and an export of CITY CIS information based on a unique meter or customer ID that is found in both the GIS water meter and CIS data. Use water usage data from the CITY CIS to determine the annual average customer water usage and use the water meter locations to distribute the demand across the distribution system.
      a. Training documentation on the demand allocation process that includes the process of updating the CITY CIS data and distributing the revised demands across the distribution system.
   ii. Create a linkage between CITY water meter GIS features and an export of CITY CIS information based on a unique meter or customer ID that is found in both the GIS water meter and CIS data. Use water usage data from the CITY CIS to determine the annual average wholesale water usage and use the water meter locations to distribute the demand across the distribution system.
   iii. Determine nonrevenue water and incorporate into the water demand projections and the demand allocation.
   iv. Summarize annual average, winter average, and maximum month water usage by pressure zone and customer class.

C. Diurnal Analysis
   i. Summarize historical peak hour factors, minimum hour factors, and equalization storage factors for the maximum day demand by pressure zone.

D. Extended Period Simulation (EPS) Development
   i. Collect data needed to develop EPS capability in the model.
   ii. EPS functionality for water age analysis of the existing distribution system under average day and maximum day demand conditions. EPS functionality for hydraulic analysis of the existing distribution system under the maximum day demand condition.

E. Existing System Model Calibration Verification
   i. Calibration verification, via static analysis in the model, utilizing data collected from field testing.
      a. Interview CITY staff tasked with operating the distribution system facilities to incorporate modelling level control schemes for EPS calibration verification.
   ii. Field testing for calibration verification.
      a. Prepare field testing program.
   iii. Prepare static and extended period model simulations with the demand allocation for calibration verification.

F. Model Training
   i. Conduct up to two days of model training.
      a. One day of model training on the existing system calibration scenarios will be coordinated and schedule with the Asset Management Plan efforts.

2.6 Raw Water System Model

A. Review and update existing model to include up to three production scenarios.
   i. Update raw water system features and summarize general operational production strategies and settings.
   ii. Compare the hydraulic analysis results of the new model with the existing model.

B. Peak and diurnal demand factors: not applicable to the raw water model.

C. EPS capability: not applicable to the raw water model.

D. Model Calibration Verification
   i. Calibration verification, via static analysis in the model, utilizing data collected from field testing.
      a. Interview CITY staff tasked with operating raw water system facilities for calibration verification.
   ii. Field testing for calibration verification.
      a. Prepare field testing program.
   iii. Evaluate field testing data for calibration verification.

2.7 Conservation Efforts
   A. Provide recommendations for conservation strategies and/or projects that reduce the average day demand and peak hour demand.
   B. Evaluate options and determine feasibility and benefits of leak detection for the distribution system. If an option is feasible, provide a recommendation for implementation of one option.

2.8 Emergency Preparedness
   A. Evaluate and provide recommendations for facilities requiring emergency preparedness to include backup power supply, redundant piping, treatment, and water supplies.

2.9 Water Distribution System CIP Review and Development
   A. Review existing water distribution system related projects, not currently under design or construction, which are scheduled for implementation between 2017 and 2025. Based on the results of the hydraulic model, develop capital improvements for the water distribution system for the year 2020, 2035, and 2045 planning periods and prioritized as hydraulic, development driven, or fire flow related.
   B. Assess rate stability and debt service coverage implications with the CIP to include the following:
      i. Evaluate current usage levels and prepare revenue forecast.
      ii. Project capital flow of funds.
      iii. Project operating revenue requirements.
      iv. Review and finalize operating cash flow.
   C. Non-economic evaluations for non-linear capital improvements associated with failure, regulatory factors, and/or general practices risk.
   D. Opinions of probable construction cost and prioritization for all CIP projects; prioritization will be classified as hydraulic, development driven, or fire flow related improvements. The proposed implementation year and/or demand trigger based on the demand projections for hydraulic related CIP projects will be determined; hydraulic related improvements have the highest priority.

2.10 Mapping
   A. Capital improvements map including existing water distribution system projects and the capital improvements recommended in this Water Master Plan. Fire flow and pressure contour mapping will be developed for the existing system and planning periods where applicable. Mapping background layers will include all relevant water system features.
   B. Other mapping background layers can include geographical features such as rivers, creeks, highways, roads, water service areas corresponding to the year 2020, 2035, and 2045 planning periods, etc. as determined by the CITY.

2.11 Coordinate Water Master Plan efforts with the Asset Management Plan as required.

2.12 Provide a data request memorandum.

3.0 Sanitary Sewer Master Plan

3.1 Wastewater Flow Projections
   A. Review existing documentation and data to determine the collection system, force main, and pumping station capabilities; operational strategies, treatment plant flows, process capabilities; and effluent requirements for the CITY.

B. Evaluate usage trends and water quality characteristics for large users in each service area.

3.2 Sewer Service System Planning

A. Evaluate the wastewater treatment plant capabilities, locations, and expansion potential necessary to meet the projected flows, operational strategies, conservation/reuse goals, and permitted discharge requirements through year 2045.

3.3 Wastewater Treatment Facilities Evaluation

A. Analyze treatment flows, process capabilities, and effluent requirements for each treatment facility through year 2045.

3.4 Regulatory Considerations

A. Evaluate the applicability of regulatory requirements and perform a review of the regulatory outlook as it relates to the wastewater treatment facilities and the associated discharge permit conditions.

4.0 Wastewater Collection System Model

4.1 Review and Update Existing Model

A. Prepare and undertake a half day Software Selection Workshop using a working hydraulic model of the Wichita system in InfoWorks, InfoSWMM, and Sewer GEMS format.

B. Prepare and submit a data request for the development of the sanitary sewer hydraulic model.

C. Prepare sanitary sewer system hydraulic model consisting of all sewers 10-inch diameter and larger using the software selected in task 3.1A. The developed sewer network will also include sewers less than 10-inch diameter where required for connectivity purposes. Only sewer system appurtenances (including but not limited to pumping stations, wet wells, weirs, and orifices) within the boundaries of the 10-inch diameter and larger network will be included in the sewer system hydraulic model.

4.2 Capacity Analysis

A. Use the rainfall distribution developed task 4.9B or 4.9B.i to define areas of sanitary sewer deficiency for each planning year identified in task 4.9A.

4.3 Peak and Diurnal Flow Data

A. Extract average, peak, and unitized diurnal profiles for up to 31 flow meters using up to 3 months of flow and rainfall data. Flow and rainfall data are assumed to be in digital format, 15-minute intervals, and provided by the CITY. CITY will also provide up to 5 years of meter billing data for up to 10 large customers including Boeing, Raytheon, Cessna, and McConnell AFB.

B. Identify up to 5 rainfall events and associated wet weather flow response for up to 31 flow meters.

C. Deconstruct inflow, infiltration, and groundwater flow components for up to 31 flow meters for rainfall events identified in task 4.3B.

4.4 EPS/Dynamic Capability

A. Apply and configure real-time control (RTC) parameters for all VFD pumping stations identified for inclusion in the sanitary sewer hydraulic model identified in task 4.1C.

4.5 Calibration

A. Undertake dry weather and wet weather calibration and verification for rainfall events identified in task 4.3B using the hydraulic model developed in task 4.1C.

4.6 Training

A. Prepare a Standard Operating Protocol (SOP) for the hydraulic model software selected in task 4.1A and applicable to the calibrated hydraulic model in task 4.5A.

B. Prepare and undertake a day of hydraulic model training using the calibrated hydraulic model and the associated SOP.

i. One additional day of model training on the existing system calibration scenarios will be coordinated and scheduled with the Asset Management Plan efforts.

4.7 Flow and Rainfall Monitoring Program and Industrial Metering Program

A. Review the existing flow and rainfall monitoring program against existing and future modeling requirements and make recommendations for meter relocations, if necessary. The flow meter coverage will also be reviewed for compatibility with the CITY's Industrial Sewer Metering Program, evaluating metering of new large users, and reevaluating the continuing metering of current large users.

4.8 Emergency Preparedness Considerations

A. Evaluate and provide recommendations for facilities requiring emergency preparedness to include backup power supply, redundant piping, and treatment.

4.9 CIP Review and Development

A. Use population projections developed in task 2.2A.ii to produce hydraulic models for the existing year, 2020, 2025, 2030, 2035, and 2045 planning years.

B. If CITY has at least 60 years of daily rainfall data, develop a statistical year rainfall and use for capacity analysis of the sanitary system, WWTPs, and the development of planning year CIPs.

i. If at least 60 years of daily rainfall data is not available from CITY, develop a 5-year, 24-hour SCS rainfall hyetograph and use for capacity analysis of the sanitary system, WWTPs, and the development of planning year CIPs.

C. Use each planning year model to develop CIPs for each planning year.

i. Review existing sewer projects and planned recommendations.

ii. Develop triggers for each CIP and planning year.

iii. Perform economic and non-economic evaluation of CIPs.

iv. Prepare cost-benefit analysis of CIPs.

v. Prioritize CIP across all planning years and prepare recommended CIP.

4.10 Coordinate Sanitary Sewer Master Plan efforts with the Asset Management Plan as required.

TIME OF SERVICE
BASED ON A NOTICE TO PROCEED BY JANUARY 31, 2016

1.0 Project management and quality control throughout the duration of the project.

2.0 Water Master Plan

2.1 Water supply and demand evaluation (Scope No. 2.1) will be completed on or before March 15, 2016.

2.2 Water distribution model of the existing system (Scope No. 2.5) will be completed on or before June 15, 2016.

2.3 Raw water system model (Scope No. 2.6) will be completed on or before June 15, 2016.

2.4 Water facilities evaluation (Scope No. 2.3) will be completed on or before July 1, 2016.

2.5 Water system master planning of future planning periods (Scope No. 2.2) will be completed on or before August 15, 2016.

2.6 Regulatory review (Scope No. 2.4) will be completed on or before August 15, 2015.

2.7 Water distribution system CIP review and development (Scope Item 2.9) on or before August 15, 2015.

2.8 All other scope items and delivery of the final Water Master Plan report and hydraulic model on or before March 1, 2017.

3.0 Sanitary Sewer Master Plan

3.1 Wastewater Flows Projection will be completed on or before July 1, 2016.

3.2 Sewer service system planning of future years will be completed on or before August 15, 2016.

3.3 Wastewater Treatment Facilities Evaluation will be completed on or before July 1, 2016.

3.4 Regulatory Considerations will be completed on or before August 15, 2016.

3.5 Review and Update Existing Model will be completed on or before February 26, 2016.

3.6 Capacity Analysis will be completed on or before April 15, 2016.
3.7 Peak and Diurnal Flow Data will be completed on or before March 31, 2016.
3.8 Regulatory Considerations will be completed on or before August 15, 2016.
3.9 EPS/Dynamic Capability will be completed on or before April 15, 2016.
3.10 Calibration will be completed on or before March 31, 2016.
3.11 Training will be completed on or before May 31, 2016.
3.12 Flow and Rainfall Monitoring and Industrial Metering Program will be completed on or before September 1, 2016.
3.13 Emergency Preparedness Considerations will be completed on or before November 1, 2016.
3.14 CIP Review and Development will be completed on or before August 15, 2016.

RESPONSIBILITIES OF CITY

1.0 Integrated Project Administration
1.1 Attend all meetings and workshops.
1.2 Attend the presentation to CITY council.
1.3 Review and comment on the draft report.
1.4 Approve the final report.

2.0 Water and Sanitary Sewer Master Plans – the following items refer to both the water and sanitary sewer system unless otherwise stated
2.1 Provide plans and specifications for relevant infrastructure and all infrastructure constructed since last map update.
2.2 Provide available facility inventories.
2.3 Provide asset ID for water distribution and sanitary sewer related infrastructure.
2.4 Provide current copy of hydraulic models, databases and GIS files related to the water and sewer system.
2.5 Review and approve the water demand projections for all planning years.
2.6 Review and approve population forecasts for all planning years.
2.7 Review system growth information from the 2013 Water Demand Assessment and the MAPD growth areas. Identify the growth areas and customer allocation in growth areas.
2.8 Review and approve projections for customers and water demands in growth areas for all planning years.
2.9 Provide sanitary sewer service area for all planning years.
2.10 Review and approve level of service criteria for sanitary sewer system capacity analysis.
2.11 Review hydraulic evaluation of existing system and proposed improvements for each planning year.
2.12 Review and approve cost basis for CIP development and costing.
2.13 Review the net water needs analysis with respect to water supply, water treatment capacity, distribution system pumping, and the water demand projection for the year 2045 or other year as determined by CITY.
2.14 Provide historical water quality records.
2.15 Provide sanitary sewer flow and rainfall data.
2.16 Select model software.
2.17 Review and approve the nonrevenue water applied in the water demand projections.
2.18 Attend meetings and/or interviews with CITY's operations staff.
2.19 Review field testing program for the water distribution system. Provide comments on or before March 15, 2016.
2.20 Provide SCADA data in electronic format during testing.
2.21 Attend two days of training for the water distribution system model and two days of training for the sanitary sewer system model.

2.22 Attend meetings and/or interviews with CITY's raw water system operations staff.
2.23 Review field testing program for the raw water system. Provide comments on or before March 15, 2016.
2.24 Provide all data listed in the data request memorandum provided by ENGINEER.
2.25 Attend any Asset Management Plan coordination meetings and assist with other efforts related to this task as needed.

EXHIBIT "B"

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

CITY OF WICHITA, KANSAS
WATER SUPPLY and TREATMENT
Filter Evaluation For The Wichita Main Wtp

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

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

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

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

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

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

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

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

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

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

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

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No.1 for 2015 Biennial Bridge Inspections (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Design Agreement No. 1.

Background: On October 6, 2015, the City Council approved an agreement with TranSystems to provide bridge inspection services through the end of 2016.

Analysis: On January 6, 2016, the City of Wichita was impacted by multiple earthquakes. As a result of the earthquakes, the City contacted TranSystems to evaluate a sample of the City's 280 bridges in its inventory. TranSystems selected 12 structures that might be susceptible to seismic activity. The City also requested that the bridges and retaining walls along the Central Rail Corridor be inspected.

Financial Considerations: The original design services agreement was $80,000. The cost of the additional services is $868.This brings the total design fee to $80,868. Funding is available within the existing $125,000 budget, approved by the City Council on October 6, 2015.

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

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

Attachment: Supplemental Design Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED OCTOBER 6, 2015

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

TRANSYSTEMS CORPORATION

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated October 6, 2015) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with **2015 BIENNIAL BRIDGE INSPECTIONS** (Project No.472-85233_715734).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Additional bridge inspection for possible earthquake damage due to 4.8 magnitude quake on January 6, 2016 in nearby Fairview, Oklahoma (see Attached for details)

B. PAYMENT PROVISIONS

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

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

Additional Bridge Inspections (715734): $868.00

C. *COMPLETION*

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

(a) Field check plans of the project for distribution to utilities by N/A.
(b) Office check plans by N/A.
(c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **February 28, 2016**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2016.

CITY OF WICHITA

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and
Director of Law

TRANSYSTEMS CORPORATION

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

TranSystems
245 N. Waco, Ste. 222
Wichita, KS 67202
Tel 316 303 3000
Fax 316 303 0156
www.transystems.com

January 8, 2016

Mr. Gary Janzen
City Engineer
Public Works and Utilities
8th Floor, City Hall
455 N Main
Wichita, Kansas 67202

Subject: City of Wichita Supplemental Bridge Inspections

Dear Mr. Janzen,

On January 6, 2016, the city of Wichita, Kansas was impacted by multiple earthquakes. The epicenter for the events was in Northwest Oklahoma and was felt by many in the Wichita area. The strongest of the earthquakes (Magnitude 4.8) was located 32km NW of Fairview, Oklahoma according to the USGS.

As a result of the seismic events, the City activated the earthquake response team and contacted TranSystems to evaluate a sample of the City's 280 bridge inventory.

TranSystems selected 12 structures from the bridge inventory that might be susceptible to seismic activity.
The City also requested that the bridges and retaining walls along the Central Rail Corridor be inspected. The table below lists the bridges that were inspected.

Bridge No.	Location	Description
11	PAWNEE AT KS TURNPIKE	Pre-stressed Conc. Deck T-Girder, Cont.
21	WOMER S of 37th NORTH	Pre-stressed. Conc. Beam, Cont.
22	DOUGLAS AT MCLEAN BLVD.	Steel Box Girder, Comp./Cont. (Multiple)
64	S HYDRAULIC AT GALENA	Steel Beam, Cont.
65	SOUTH BROADWAY AT CARP ST	Pre-stressed. Conc. Beam, Cont.
67	HARRY STREET AT MCLEAN	Steel Beam, Cont.
68	LINCOLN AT MCLEAN BLVD.	Weathering. Steel Welded Pl. Girder, Cont./Haunch
69	MAPLE ST. AT MCLEAN BLVD.	Steel Box Girder, Comp./Cont. (Multiple)
88	HARRY AT KANSAS TURNPIKE	Weathering. Steel Beam, Cont.
132	BITTING AT TWELFTH ST N	Pre-stressed Conc. Deck T-Girder, Cont.
133	13TH ST N AT LEWELLEN	Pre-stressed Conc. Beam, Cont.
134	18TH ST. N@ ARKANSAS AVE.	Pre-stressed Conc. Beam, Cont.
	CENTRAL RAIL CORRIDOR	T-Wall, Steel Beam, Simple

We have completed the inspections of the 12 bridges and the walls and bridges along the Central Rail Corridor and found no issues that would indicate that the structures had been damaged by the recent seismic activity.

TranSystems;

Clint Hamblin
Bridge Inspector

Brett A. Letkowski, PE
Senior Vice President

Agenda Item No. II-8a

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2 Crestview Lakes Drive for the 21st and Oliver Intersection Project. (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 25, 2015, the City Council approved the reconstruction of the intersection at East 21st and North Oliver. Improvements to the intersection include the widening of Oliver to accommodate additional turn lanes. Other improvements include an upgrade to the traffic signals, the storm water drainage system, and installation of new sidewalks. Right of way is required from the property at 2 Crestview Lakes Drive. The area to be acquired consists of 3,138 square feet. No improvements are impacted by the project.

Analysis: The owner agreed to accept the estimated appraised value of $17,950, or $5.72 per square foot.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of $18,950 is requested. This includes $17,950 for the acquisition and $1,000 for title work, closing costs and other administrative fees.

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

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

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

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2016 by and between Byron C. Nielsen and Kate H. Nielsen, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

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

1. The Seller does hereby agree to sell and convey to the Buyer by warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

A parcel of land lying in Lot 10, Block 2, Crestview Lakes, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The South 10 feet of said Lot 10, Block 2, Crestview Lakes, Sedgwick County, Kansas. Said parcel contain 3,138 sq. ft.

It is understood and agreed that the above stated consideration for said real estate is in full payment of above described 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 the Seller may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to the Buyer the above-described tract, the sum of Seventeen Thousand Nine Hundred Fifty Dollars and No/100 ($17,950) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division 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 understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before April 15, 2016.

6. The Seller further agrees to convey the above described tract with all the improvements located thereon except for personal property and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. It is understood and agreed that the Seller(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the Buyer.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

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

SELLER:

Byron C. Nielsen

Kate H. Nielsen

BUYER:

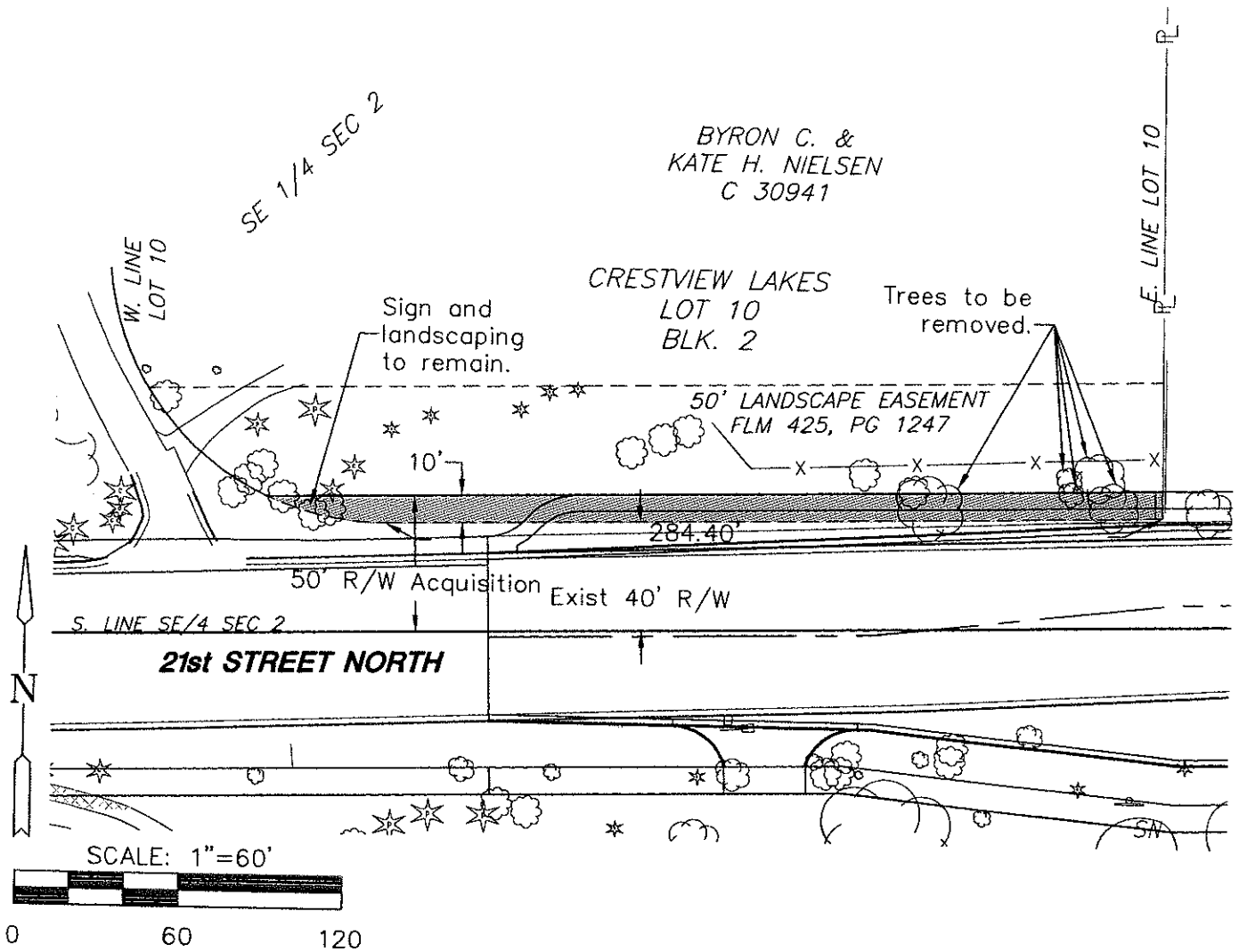
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law



LEGAL DESCRIPTION:

A parcel of land lying in Lot 10, Block 2, Crestview Lakes, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The South 10 feet of said Lot 10, Block 2, Crestview Lakes, Sedgwick County, Kansas.

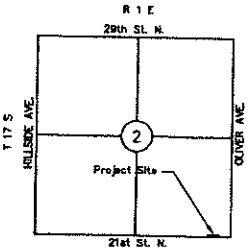
Said parcel contain 3,138 sq. ft.

OWNER:

BYRON C. & KATE H. NIELSEN
2 CRESTVIEW LAKES EST.
WICHITA, KS 67220-2914

LEGEND:

Right of Way Acquisition
=3,138 sq. ft.
Excluding existing right of way.



VICINITY MAP

PROPERTY IDENTIFICATION:

C 30941

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

NO.	REVISION	DATE
0		

©2015
MKEC Engineering
All Rights Reserved
www.mkec.com
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.

MKEC
411 N. Webb Rd. Wichita, KS 67206
316.684.9600

COW - 21st & OLIVER
RIGHT OF WAY AQUISITION
TRACT MAP 1

PROJECT NO. 1501040178	DATE: OCTOBER 2015	SHEET NO.
DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM	1 OF 1

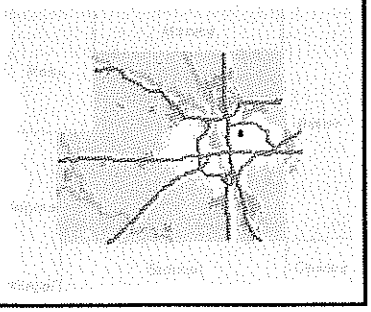
J:\PROJECTS\2015\1501040178_COW_21ST & OLIVER\04 SURVEY\DWG\15178 TRACT MAP NW COR 21ST_OLIVER.DWG

2 Crestview Lakes

Legend

- Parcels

1: 1,132



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.

Map Created On: 3/3/16 10:56 AM

Agenda Item No. II-8b

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 11 Crestview Lakes Drive for the 21st and Oliver Intersection Project. (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 25, 2015, the City Council approved the reconstruction of the intersection at East 21st and North Oliver. Improvements to the intersection include the widening of Oliver to accommodate additional turn lanes. Other improvements include an upgrade to the traffic signals, the storm water drainage system, and installation of new sidewalks. The project requires 8,429 square feet of right-of-way from the property at 11 Crestview Lakes Drive. Temporary easements totaling 750 square feet are also required. The project will require the removal of site fencing, several trees, landscaping and entryway monuments.

Analysis: The property was appraised at $65,000. This assumed a value of $7.50 per square foot with no compensation for the site improvements being impacted. The owner agreed to accept $80,076 for the easements required for the project, plus the loss of the site improvements. This equates to $9.50 per square foot which is comparable to recent commercial sales values in the area.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of $81,076 is requested. This includes $80,076 for the acquisition and $1,000 for title work, closing costs and other administrative fees.

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

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

Attachments: Real estate purchase agreement and tract map.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2016 by and between Patrick Tristen Costello and Dorothy Marks, as Joint Tenants with Right of Survivorship and not as Tenants In Common and/or D&P Land, LLC, a Kansas limited liability company, said property to be conveyed to the LLC prior to closing, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

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

1. The Seller does hereby agree to sell and convey to the Buyer by warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

A parcel of land lying in Lot 11, Block 2, Crestview Lakes, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Beginning at the Northeast corner of said Lot 11, Block 2, Crestview Lakes, Sedgwick County, Kansas; thence South, 195.05 feet along the east line of said Lot to a point of curve to the right with a radius of 60 feet and a central angle of 90°; thence along said curve to the point of tangent on the South line of said Lot; thence along said South line of said Lot, 240 feet to the Southwest corner of said lot; thence North 10 feet along the West line of said lot; thence East parallel with the South line of said lot 229 feet; thence Northeasterly 72.1 feet to a point 20 feet West of the East line of said Lot; thence North parallel with the East line of said Lot 194.1 feet to the North line of said Lot; thence East along said North line 20 feet to the Point of Beginning. Said parcel contain 8,429 sq. ft.

Together with a temporary construction easement for two (2) years on the following described property:

Two parcels of land lying in Lot 11, Block 2, Crestview Lakes, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Commencing at the Southwest corner of said Lot 11, Block 2, Crestview Lakes, Sedgwick County, Kansas; thence East, 86.5 feet along the South line of said Lot; thence North 10.0 feet perpendicular to said South line to the Point of Beginning; thence continuing North perpendicular to said South line, 10.0 feet; thence East parallel with said South line, 25.0 feet; thence South perpendicular to said South line, 10.0 feet; thence West parallel with said South line 25.0 feet to the Point of Beginning,

and

Commencing at the Northeast corner of said Lot 11, Block 2, Crestview Lakes, Sedgwick County, Kansas; thence South, 69.5 feet along the east line of said Lot; thence West 20.0 feet perpendicular to said east line to the Point of Beginning; thence South parallel with said East line, 25.0 feet; thence West 20.00 feet perpendicular to said East line; thence North parallel with said East line, 25.0 feet; thence East perpendicular to said East line 20.0 feet to the Point of Beginning.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to the Buyer the above-described tract, the sum of Eighty Thousand, Seventy-Five Dollars and No/100 ($80,075.00) in the manner following, to-wit: cash at closing.

It is understood and agreed that the above stated consideration for said real estate is in full payment of above described 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 the Seller may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division 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 understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before March 25, 2016.

6. The Seller further agrees to convey the above described tract with all the improvements located thereon, except for personal property, and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer at closing.

8. It is understood and agreed that the Seller(s) is/are responsible for all property taxes on the above-described property accrued prior to the conveyance of title to the Buyer.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

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. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

12. J.P. Weigand & Sons, Inc. is functioning as a transaction broker in this transaction with Grant Tidemann acting as designated agent of the Seller with the duty to represent the Sellers' interests.

13. Seller agrees to pay to J.P. Weigand & Sons, Inc. a six percent (6%) real estate commission based upon the gross purchase price in cash at closing. Seller hereby represents and warrants that there are no other real estate brokers involved in the transaction contemplated herein.

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

SELLER:

Patrick Tristen Costello
Date: DOROTHY MARKS POA
2-29-16

Dorothy Marks
Date: 2-29-16

BUYER:

Jeff Longwell, Mayor
Date: _____

ATTEST:

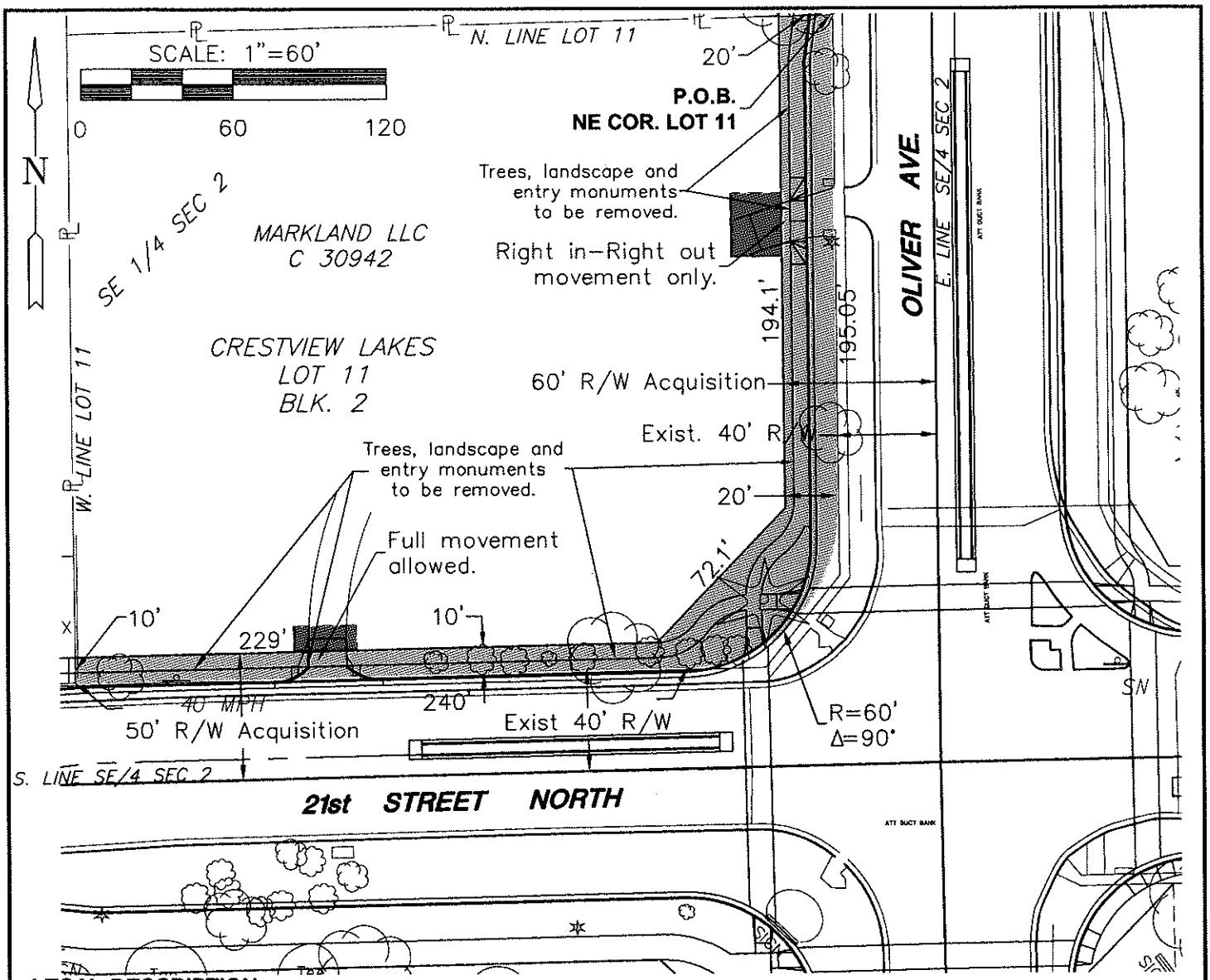
Karen Sublett, City Clerk

D&P LAND, LLC

Printed Name: _____
Date: 2-29-16

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law



LEGAL DESCRIPTION:

A parcel of land lying in Lot 11, Block 2, Crestview Lakes, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Beginning at the Northeast corner of said Lot 11, Block 2, Crestview Lakes, Sedgwick County, Kansas; thence South, 195.05 feet along the east line of said Lot to a point of curve to the right with a radius of 60 feet and a central angle of 90°; thence along said curve to the point of tangent on the South line of said Lot; thence along said South line of said Lot, 240 feet to the Southwest corner of said lot; thence North 10 feet along the West line of said lot; thence East parallel with the South line of said lot 229 feet; thence Northeasterly 72.1 feet to a point 20 feet West of the East line of said Lot; thence North parallel with the East line of said Lot 194.1 feet to the North line of said Lot; thence East along said North line 20 feet to the Point of Beginning.

Said parcel contain 8,429 sq. ft.

OWNER:

MARKLAND LLC
P.O. BOX 16553
WICHITA, KS 67216-0553

PROPERTY IDENTIFICATION:

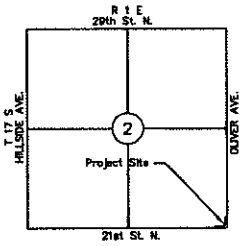
C 30942

LEGEND:

P.O.B. – Point of Beginning

Right of Way Acquisition =8,429 sq. ft. Excluding existing right of way.

Temporary Construction Easement



VICINITY MAP

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

NO.	REVISION	DATE
0		

©2015
MKEC Engineering
All Rights Reserved
www.mkec.com
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.

MKEC
411 N. Webb Rd. Wichita, KS 67206
316.684.9600

COW - 21st & OLIVER
RIGHT OF WAY AQUISITION
TRACT MAP 2A

PROJECT NO. 1501040178	DATE: OCTOBER 2015	SHEET NO.
DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM	1 OF 1

J:\PROJECTS\2015\1501040178_COW_21ST & OLIVER\04 SURVEY\DWG\15178 TRACT MAP NW COR 21ST_OLIVER.DWG

Agenda Item No. II-10

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Acquisition of a Portion of 629 South Maize Court Located Within a Federally Regulated Floodway (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: A portion of the property located at 629 South Maize Court is located within a federally regulated floodway area. The property owner desires to refinance the property. The lender will not finance a property if part is in a floodway. The owner has approached the City to see if it could dedicate the impacted area to the City.

Analysis: The area impacted by the floodway contains approximately 3,835 square feet. The parcel has no structures, paving, or other improvements. The dedication of the parcel to a third party does not impact any setbacks, parking, building ratios or other code requirements. There are special assessments associated with the property totaling approximately $1,510 ($.39 per square foot). Prior to transfer, the owner will either cause all special assessments to be spread to its remaining property or will provide the City with funds to pay the special assessments on the tract being transferred. The transfer of the parcel will allow the City assurance that the property is not developed and is kept clear of any obstructions to water flow.

Financial Considerations: There is no capital cost associated with the transaction. For maintenance purposes, the parcel will be incorporated into adjacent floodway area currently maintained by the City. The incremental cost of maintenance, if any, will be absorbed by the Stormwater Utility's operating budget.

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

Recommendation/Action: It is recommended that the City Council accept the dedication and authorize any necessary signatures.

Attachments: Quit claim deed and aerial.

QUIT CLAIM DEED

WWAL DEVELOPMENT, LLC, a limited liability company in the State of Kansas

QUIT CLAIMS TO

THE CITY OF WICHITA, KANSAS, all of the following described real estate in the City of Wichita, County of Sedgwick, and the State of Kansas, to-wit:

A portion of Lot 2, Block "A", Lillie 2nd Addition to the City of Wichita, Sedgwick County, Kansas, more particularly described as follows:

Beginning at the Southeast corner of Lot 2, Block "A", Lillie 2nd Addition; thence with a bearing South 88°28'45" West (basis of bearings is NAD83 Grid Kansas South Zone) along the South line of said Lot 2 a distance of 164.02 feet for the point of beginning; thence continuing South 88°28'45" West along the South line of said Lot 2 a distance of 118.00 feet to the Southwest corner of said Lot 2; thence North 01°38'07" West along the Westerly line of said Lot 2 a distance of 65.00 feet; thence South 62°41'58" East 134.83 feet to the point of beginning.

SUBJECT TO: All easements and restrictions of record.

FRED HERMES, MANAGER
WWAL DEVELOPMENT, LLC

DATED: 2-23-2016

STATE OF KANSAS }
} SS:
COUNTY OF SEDGWICK }

BE IT REMEMBERED, that on this 23 day of February, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Fred Hermes, Manager of WWAL Development, LLC, who is personally known to me to be the same person who executed the within instrument of writing of behalf of said entity and such person duly acknowledged the execution of the same.

TRUDY SLOAN
Notary Public - State of Kansas
My Appt. Expires 12-14-19

NOTARY PUBLIC
Printed Name: Trudy Sloan

MY APPOINTMENT EXPIRES:

12-14-2019

629 South Maize

Legend

- Parcels
- Airport Runway

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: 666

Agenda Item No. II-11

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council Members

SUBJECT: Agreement Between the City of Wichita and the Kansas State Historic Preservation Officer for Performance of Project Reviews Under K.S.A. 1995 Supp. 75-2724 (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Consent

MAPD Staff Recommendation: Authorize the City Manager to sign the Certified Local Government (CLG) Programmatic Agreement.

Background: In 1995, the Kansas Historic Preservation Act was amended to allow the State Historic Preservation Office (SHPO) to develop agreements with CLG for locally appointed Historic Preservation Boards/Commissions to perform all statutory responsibilities of the Kansas Historic Preservation law (K.S.A. 75-2715-2725) with regard to design review. This agreement also allows applicants to appeal determinations made by the Historic Preservation Board (HPB) to the City Council, as the HPB is not allowed to consider mitigating circumstances in accordance with State law.

The City has had an agreement with SHPO in effect since 1997, and it requires renewal every five years. Should this agreement not be executed, all design review for state/national register listed properties and environs projects would have to be conducted by the SHPO, which would mean delays of up to 30 days for any project requiring a building permit. The current agreement has expired.

From November 1, 2010 through February 23, 2016, the Historic Preservation Board processed 885 cases in accordance with this agreement.

Analysis: The execution of this agreement will continue to provide design review at the local level and keep the review process streamlined.

Financial Considerations: The cost of staff to administer the agreement is already included in the Planning Department budget.

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

Recommendations/Actions: It is recommended that the City Council authorize the City Manager to sign the Programmatic Agreement.

Attachments: Programmatic Agreement

Agreement between the Kansas State Historic Preservation Officer and City of Wichita, Kansas: Performance of project reviews under K.S.A. 75-2724, as amended

Under subsection (e) of K.S.A. 75-2724, as amended, the State Historic Preservation Officer may enter into an agreement authorizing a city or county to make recommendations or to perform certain statutory responsibilities of the State Historic Preservation Officer if the State Historic Preservation Officer determines that the a city or county has enacted a comprehensive local historic preservation ordinance, established a local historic preservation board or commission, and is actively engaged in a local historic preservation program.

Whereas the City of _Wichita___, Kansas, hereinafter referred to as the "City," has requested that the State Historic Preservation Officer enter into such an agreement, and whereas the State Historic Preservation Officer has determined that the City meets the requirements of K.S.A. 75-2724 (e), therefore the City and the State Historic Preservation Officer hereby agree to the following terms:

1. The City's historic preservation board, known as the Wichita Historic Preservation Board hereafter referred to as "Board," shall perform all responsibilities of the State Historic Preservation Officer under K.S.A. 75-2724 (a), (b) and (c), as amended. For all projects within the City that are required by said statute to be sent to the State Historic Preservation Officer, the Board shall review and make a determination. If a particular professional discipline such as archeology, architecture or history is not represented on the Board, it shall seek professional advice from the State Historic Preservation Officer or locally as needed in that area when reviewing projects under K.S.A. 75-2724 (a). The State Historic Preservation Officer retains the responsibility to review projects affecting or directly involving historic properties owned by the state of Kansas included in the National Register of Historic Places or the Register of Historic Kansas Places.

2. The City shall develop a list of project types proposed for administrative review by the City's preservation planning staff to address minor projects that do not warrant full review by the Board. The City shall submit the list, along with the name(s) of staff designated to perform the reviews, to the State Historic Preservation Officer for approval prior to its adoption. City staff shall not be granted the authority to make the determination that a proposed project will damage or destroy any historic property included on the National Register of Historic Places or the Register of Historic Kansas Places. When such a determination is likely to be made under an administrative review, that project shall be submitted to the Board which shall make the official determination.

3. The Board and City staff shall utilize the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Guidelines for Rehabilitating Historic Buildings and supplemental guidelines, as needed, as the basis for reviewing all projects. The State Historic Preservation Officer shall approve in advance all other supplemental guidelines utilized. To ensure consistent use and understanding of these Standards and Guidelines, preservation planning staff and preservation Board members shall attend training annually that further their understanding of preservation-related topics and issues. Training may be provided by staff of the State Historic Preservation Office from time to time.

4. The Board or City staff may request the technical assistance of the State Historic Preservation Office for complex projects. The State Historic Preservation Office shall respond with written comments to the Board or City staff upon such request.

5. The Board shall forward its findings and decisions to the State Historic Preservation Officer on a monthly basis or at the time of submission of the minutes of each meeting of the Board, whichever is applicable. If the Board determines that a proposed project will damage or destroy any historic property included on the National Register of Historic Places or the Register of Historic Kansas Places, the Board shall advise the State Historic Preservation Officer, in writing, of such finding through regularly submitted minutes.

6. Determinations by the Board that a project will damage or destroy any historic property may proceed if appealed by the applicant to the _Wichita City Council, for action as provided under subsection (a) of K.S.A. 75-2724. In those instances where the decision of the Wichita City Council is contrary to the findings of the Board, the project shall not proceed until: (1) the Wichita City Council has made a determination that there is no feasible and prudent alternative to the proposal and that the project includes all possible planning to minimize harm to such historic property resulting from such use and (2) five days' notice of such determination has been given to the State Historic Preservation Officer as required by K.S.A. 75-2724 (a).

7. This agreement shall be in effect for five years from the date of execution by both parties and shall be renewable for additional five-year terms at the option of both parties.

8. Amendments to this agreement will be in effect upon their signed acceptance by the City and the State Historic Preservation Officer.

9. Either party may terminate this agreement for good cause upon ninety days written notice to the other party.

10. As provided in K.S.A. 75-2724 (e), the State Historic Preservation Officer shall retain final authority to implement the provisions of K.S.A. 75-2724 et seq., as amended. Nothing in this agreement shall be construed as limiting the authority of the State Historic Preservation Officer to investigate, comment, and make determinations otherwise permitted by K.S.A 75-2724.

_____	_____
	Robert Layton, City Manager
Date	Authorized representative of the City of Wichita
_____	_____
Date	State Historic Preservation Officer

Approved as to form:

_____
Jennifer Magaña,
Director of Law, City Attorney

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Amending Resolution for Paving Improvements to Serve Brentwood South Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Adopt the amending resolution.

Background: On May 19, 2015, the City Council adopted Resolution No. 15-131 for paving improvements to serve Brentwood South Addition. A review of the resolution revealed a technical error, which should be corrected.

Analysis: Resolution No. 15-131 listed the incorrect improvement district description. An amending resolution has been prepared to correct the improvement district description on the resolution. An additional review step has been added in processing to prevent errors such as this in the future.

Financial Considerations: The project budget remains $408,000, as previously approved, and is funded by special assessments.

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

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

Attachment: Amending resolution.

(Published in the ***Wichita Eagle***, on March 18, 2016 132019

RESOLUTION NO. 16-054

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENT – BRENTWOOD SOUTH ADDITION PHASE 5/NORTH OF PAWNEE, EAST OF WEBB) (472-85218).

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 15-131** of the City authorized certain internal improvements (the "Improvements"); and

WHEREAS, **Resolution 15-131**, as adopted, contained a typographical error regarding the description of the property benefitting from the construction of the Improvements as follows:

BRENWTOOD SOUTH ADDITION PHASE 5
Lots 6 through 18, Block 3
Lots 2 through 10, Block 5
Lots 1 through 8, Block 5

WHEREAS, the Governing body finds it necessary to adopt this resolution to correct such description; and

WHEREAS, **Resolution No. 15-131** is hereby corrected and restated and as follows.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on **Cranbrook Street** from the west line of Lot 2, Block 5 to the south line of Lot 8, Block 5; and on **Cranbrook Court** from Cranbrook Street to and including the cul-de-sac, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Four Hundred Eight Thousand Dollars $408,000,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

BRENTWOOD SOUTH ADDITION PHASE 5
Lots 6 through 18, Block 3
Lots 2 through 10, Block 4
Lot 1 through 8, Block 5

(d) The method of assessment is: **equally per lot (30 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special 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 this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on March 15, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law and City Attorney

(Published in the ***Wichita Eagle***, on [_____])

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENT – BRENTWOOD SOUTH ADDITION PHASE 5/NORTH OF PAWNEE, EAST OF WEBB) (472-85218).

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 15-131** of the City authorized certain internal improvements (the "Improvements"); and

WHEREAS, Resolution 15-131, as adopted, contained a typographical error regarding the description of the property benefitting from the construction of the Improvements as follows:

BRENWTOOD SOUTH ADDITION PHASE 5
Lots 6 through 18, Block 3
Lots 2 through 10, Block 5
Lots 1 through 8, Block 5

WHEREAS, the Governing body finds it necessary to adopt this resolution to correct such description; and

WHEREAS, Resolution No. 15-131 is hereby corrected and restated and as follows.

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

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on **Cranbrook Street** from the west line of Lot 2, Block 5 to the south line of Lot 8, Block 5; and on **Cranbrook Court** from Cranbrook Street to and including the cul-de-sac, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Four Hundred Eight Thousand Dollars $408,000,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

BRENTWOOD SOUTH ADDITION PHASE 5
Lots 6 through 18, Block 3
Lots 2 through 10, Block 4
Lot 1 through 8, Block 5

(d) The method of assessment is: **equally per lot (30 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special 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 this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
for Jennifer Magaña, Director of Law and City Attorney

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
FEBRUARY 2016

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Airport/Air Service Consulting Services	2/29/2016	Seabury Airline Planning Group LLC	Airport Authority	3/5/2013 - 2/28/2016	2 - 1 year options
Armored Car Services	2/29/2016	Garda CL Southwest, Inc.	Finance	3/1/2012 - 2/28/2013	1 - 1 year option
Concessions at Park Athletic Fields	2/29/2016	Joe Stevens Vending Co., Inc.	Parks & Recreation	6/1/2014 - 2/28/2015	1 - 1 year option
Concessions at Park Athletic Fields	2/29/2016	Kona Ice NW Wichita LLC	Park & Recreation	6/1/2014 - 2/28/2015	1 - 1 year option
Concessions at Planeview Park Baseball Fields	2/29/2016	Juan Campos (Tiendita.La.Pelota)	Park & Recreation	6/1/2014 - 2/28/2015	1 - 1 year option
Ferrous Chloride	2/29/2016	OFS, Inc.	Public Works & Utilities	3/5/2013 - 2/28/2014	Last option
Fire Extinguisher Service	2/28/2017	Kansas Fire Equipment Co., Inc.	Various	3/1/2014 - 2/28/2015	Last option
Horse Boarding Services	2/28/2017	Singletree Stables, Inc.	Police	3/1/2014 - 2/28/2015	2 - 1 year options
Liquid Chlorine (One Ton Containers)	2/28/2017	Brenntag Southwest, Inc.	Public Works & Utilities	3/1/2015 - 2/29/2016	1 - 1 year option
Lock Box Receipt Handling Services	2/28/2017	Intrust Bank NA	Finance	3/1/2012 - 2/28/2014	Last option
Mow, Trim and Edge Residential Scattered Lots	2/28/2017	Dragonfly Lawn & Tree Care LLC	City Manager	3/1/2014 - 2/28/2015	Last option
Paper Recycling	2/28/2017	International Paper	Various	3/1/2013- 2/28/2014	1 - 1 year option
Preventative Maintenance (HVAC) - Water Center	2/28/2017	Professional Mechanical Contractors, Inc.	Public Works & Utilities	3/1/2015 - 2/29/2016	1 - 1 year option
Runway Broom Parts	2/28/2017	United Rotary Brush Corporation	Airport	3/1/2014 - 2/28/2015	Last option
Special Waste Disposal Facility & Hauling	2/28/2017	Waste Connections of Kansas Inc. dba Plumb Thicket Landfill	Public Works & Utilities	3/1/2014 - 2/28/2015	Last option
Substation Maintenance for ASR Phase II	2/13/2017	Utility Helpnet, Inc.	Public Works & Utilities	2/14/2012 - 2/13/2013	Last option

PROFESSIONAL CONTRACTS UNDER $50,000
FEBRUARY 2016

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Baughman Co.	PO640148	Engineering Consulting	49,200.00		
Burns & McDonnell	PO640210	Site Assessment, Environmental	13,831.00		

ANNUAL MAINTENANCE CONTRACTS OVER $50,000
DIRECT PURCHASE ORDERS FOR FEBRUARY 2016

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Funding for 2016 Water Mains for Future Development Projects (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the projects and construction locations, adopt the resolution, and approve the budget.

Background: The Adopted 2015-2024 Capital Improvement Program (CIP) includes funding for projects to construct new water main extensions to provide service to currently unserved areas.

Analysis: The Water Mains for Future Development item will fund construction of the following two projects;

- Extend a water main along the south side of Kellogg, from 119th Street West to135th Street West, to serve a new apartment complex east of 135th Street. The proposed apartment complex is expected to help generate other residential and employment growth in the area as is predicted in the 2015-2035 Community Investments Plan. The Investments Plan also identifies Kellogg and 135th Street as a Wichita Primary Gateway, thus the ability serve all properties along this mile corridor with water will aide in development. An agreement from the platting engineer to design the project will be brought back to the City Council for approval at a later date.

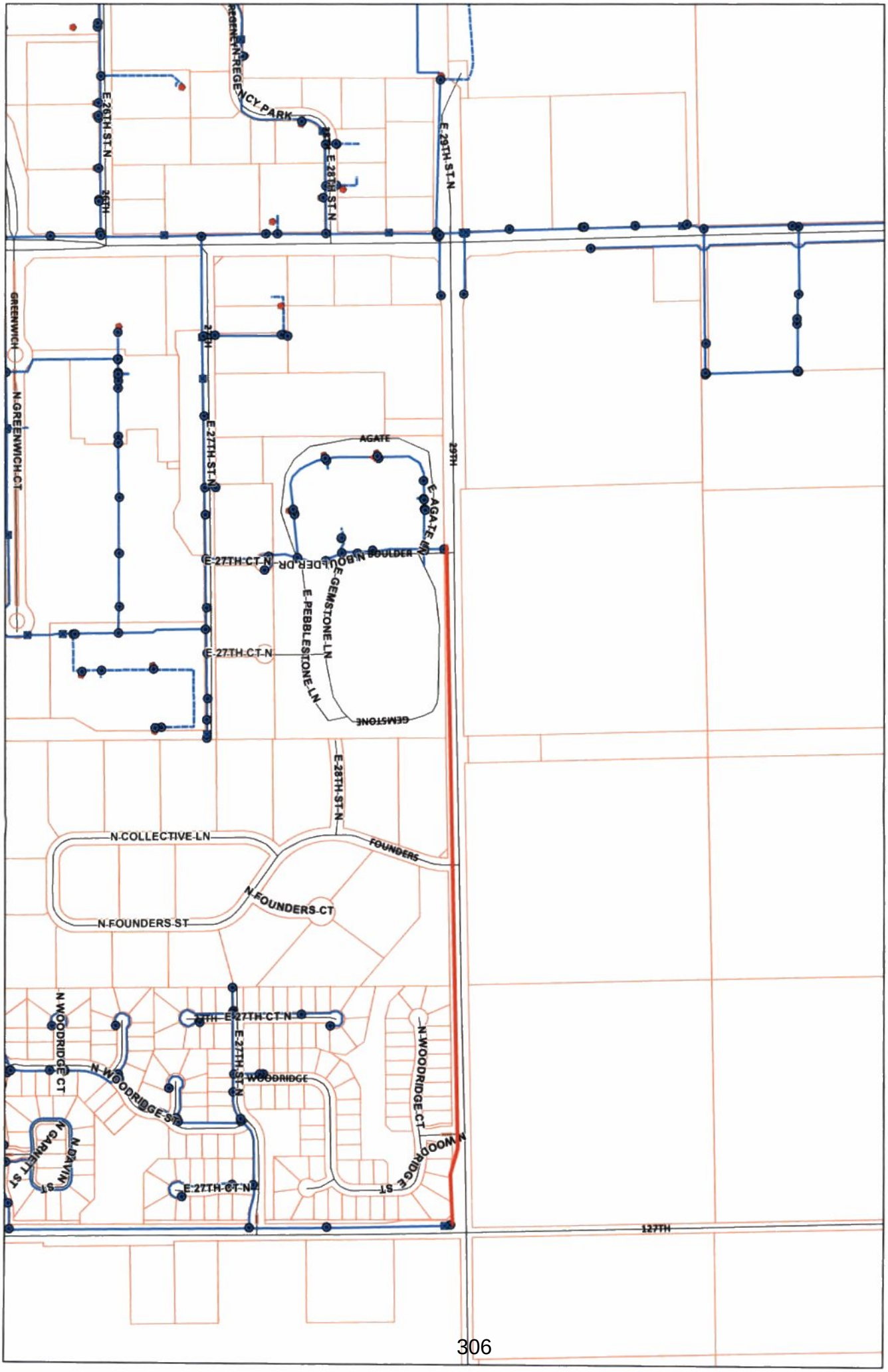
- Extend a water main along the south side of 29th Street North, from Greenwich to 127th Street East. This new main will provide service to a large apartment complex, future commercial and retail development adjacent to the Destination Development project, and will provide a much needed loop connection with an existing main in 127th Street East. The loop connection will provide a redundant water supply and needed fire protection for all existing development in the area, including residential, commercial and retail. The Community Investments Plan has identified this area as future residential and employment growth, which will be aided by providing water service. The project is currently under design and a portion of construction funding was previously allocated.

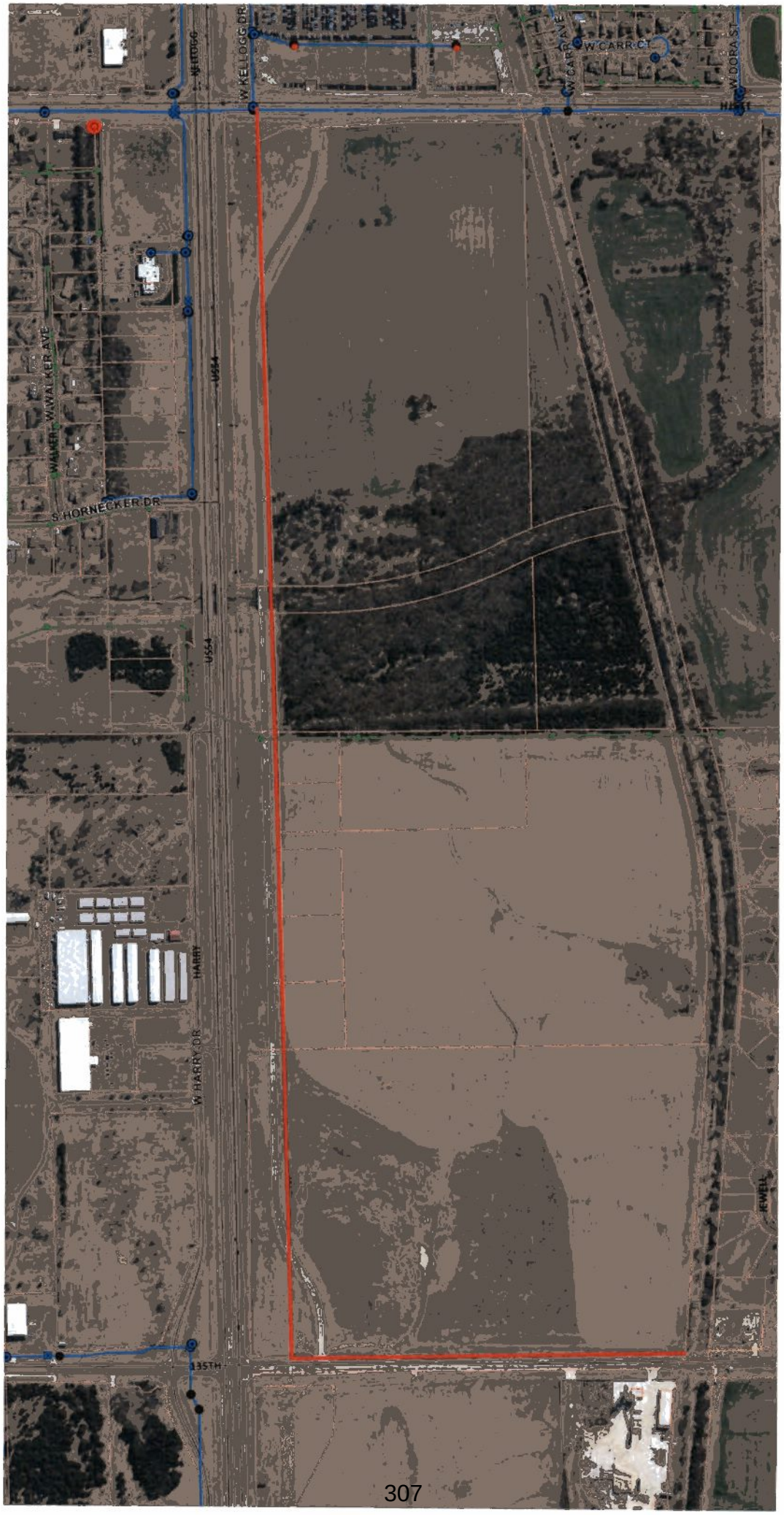
Financial Considerations: The Adopted 2015-2024 CIP includes $1,850,000 in 2016 for Water Main for Future Development projects. Staff recommends initiating $750,000 at this time for Kellogg and 135th Street and $450,000 for 29th Street, for a total of $1,200,000. Collection of main benefit fees in the amount of $0.026 per square foot of future area developed will recapture approximately 50% of this total cost. The projects will be funded from future revenue bonds or Water Utility cash reserves. If revenue bonds are issued, an additional 8% will be added for financing and administrative costs.

Legal Considerations: The resolution and notice of intent have been reviewed and approved as to form by the Law Department.

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

Attachments: Resolution, notice of intent, budget sheet, and map.


REGENCY PARK
E-26TH-ST-N
26TH
E-28TH-ST-N
E-29TH-ST-N
29TH
GREENWICH
N-GREENWICH-CT
E-27TH-ST-N
AGATE
E-AGATE-LN
E-27TH-CT-N
N-BOULDER-DR
BOULDER
E-GEMSTONE-LN
E-PEBBLESTONE-LN
GEMSTONE
E-28TH-ST-N
N-COLLECTIVE-LN
FOUNDERS
N-FOUNDERS-CT
N-FOUNDERS-ST
N-WOODRIDGE-CT
E-27TH-CT-N
E-27TH-ST-N
WOODRIDGE
N-WOODRIDGE-ST
N-WOODRIDGE-CT
N-WOODRIDGE-ST
N-GARNET-ST
N-DAVIN-ST
E-27TH-CT-N
127TH


W KELLOGG DR
W CARR CT
W DORA ST
W WALKER AVE
S HORNECKER DR
US54
W HARRY DR
135TH
JEWELL

Project Request

◉ CIP ◯ Non-CIP CIP YEAR: 2015 CIP #: 27 (Pg 106)

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #:

FUND: 544 Water Construction

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: REQUEST DATE:

PROJECT # : PROJECT TITLE: Water Mains for Future Development

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: Water Mains for Future Development

OCA # : OCA TITLE: Water Mains for Future Development

PERSON COMPLETING FORM: LaShonda Garnes PHONE #: 268-4594

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

◉ NEW BUDGET ◯ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9725 Revenue Bonds	$1,200,000.00	2999 Contractuals	$1,200,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$1,200,000.00	**EXPENSE TOTAL:**	$1,200,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary James DATE: 02/17/16

DEPARTMENT HEAD: DATE: 3/1/16

BUDGET OFFICER: Troy Tillotson DATE: 2/19/16

CITY MANAGER: DATE:

RESOLUTION NO. __-___

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Water Mains for Future Development

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $1,200,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $1,296,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
for Jennifer Magana, Director of Law

(Published in ***The Wichita Eagle***, on _____.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. __-____, duly adopted _____, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Water Mains for Future Development

(the "Project") at an estimated cost, including related design and engineering expenses of $1,200,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $1,296,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

RESOLUTION NO. 16-055

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Water Mains for Future Development

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $1,200,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $1,296,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on March 15, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

(Published in ***The Wichita Eagle***, on March 18, 2016)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 16-055 , duly adopted March 15, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Water Mains for Future Development

(the "Project") at an estimated cost, including related design and engineering expenses of $1,200,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $1, 296,000 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on March 15, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Funding for Improvements to 21st Street North and Oliver Intersection (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised budget.

Background: On April 28, 2015, the City Council approved an agreement with MKEC Engineering (MKEC) to design improvements to the intersection of 21st Street North and Oliver. On August 18, 2015, the City Council approved the design concept.

Analysis: The intersection of 21st Street and Oliver is currently signalized, with single left turn lanes on all approaches. The intersection also includes an outdated free flowing right turn lane for westbound traffic, which can be a safety issue with pedestrian traffic. The intersection is in need of upgrades in conjunction with the development of the Wichita State University Innovation Campus plan and the anticipated increase in traffic counts. The design concept for the proposed improvements consists of the following:

- Intersection pavement reconstruction
- New traffic signals, brick crosswalks and connections to existing sidewalks
- Dual left turn lanes on all approaches
- Dedicated right turn lanes on all approaches
- 10-feet wide multi-use path on the west side of Oliver, south of 21st Street

The intersection will be open to traffic throughout construction, with at least one through lane open in each direction. Left turns at the intersection will be prohibited. Construction is planned to begin in late spring 2016 and be completed in late 2016.

Financial Considerations: The existing budget of $500,000 was approved by the City Council on August 25, 2015.

The Adopted 2015-2024 Capital Improvement Program includes $3,500,000 in 2016. This brings the total revised budget to $4,000,000, funded by general obligation bonds, which will allow for right of way acquisition, utility relocation, construction, and City staff administration and oversight costs.

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

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

Attachments: Amending resolution and budget sheet.

Project Request

◉ CIP ◯ Non-CIP CIP YEAR: 2016 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85213

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: 03-15-16 REQUEST DATE:

PROJECT # : 211544 PROJECT TITLE: 21st & Oliver Intersection WSU Innovation

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: 21st & Oliver Intersection WSU Innovation

OCA # : 707089 OCA TITLE: 21st & Oliver Intersection WSU Innovation

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

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

◯ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$500,000.00	$3,500,000.00	$4,000,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$500,000.00	$3,500,000.00	$4,000,000.00

Expense Object Level 3			
2999 Contractuals	$500,000.00	$3,500,000.00	$4,000,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$500,000.00	$3,500,000.00	$4,000,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE: 02/17/16

DEPARTMENT HEAD: DATE: 3/1/16

BUDGET OFFICER: DATE: 2/19/16

CITY MANAGER: DATE:

RESOLUTION NO. ____-_____

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-256 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

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

WHEREAS, the Governing Body has heretofore by **Resolution No. 15-256** of the City (the "Prior Resolution"), authorized the following described public improvements:

Design, utility relocation, right-of-way acquisition, construction, and oversight of improvements to the intersection of 21st Street North and Oliver (472-85213).

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

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

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

> **Section 1. Amendment.** *Section 1* of **Resolution No. 15-108** of the City of Wichita is hereby amended to read as follows:
>
> > **Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **$4,000,000** in accordance with specifications prepared or approved by the City Engineer.

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

Section 3. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is **60 days prior to the April 28, 2015, adoption of Resolution No. 15-108, to the extent of Bonds authorized thereunder, 60 days prior to the August 25, 2015, adoption of Resolution No. 15-256, to the extent of Bonds authorized thereunder and expenditures made on or after the date 60 days prior to the adoption of this Resolution**, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
for Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. 16-056

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-256 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

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

WHEREAS, the Governing Body has heretofore by **Resolution No. 15-256** of the City (the "Prior Resolution"), authorized the following described public improvements:

Design, utility relocation, right-of-way acquisition, construction, and oversight of improvements to the intersection of 21st Street North and Oliver (472-85213).

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

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

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

> **Section 1. Amendment.** *Section 1* of **Resolution No. 15-108** of the City of Wichita is hereby amended to read as follows:
>
> > **Section 1**. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **$4,000,000** in accordance with specifications prepared or approved by the City Engineer.

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

Section 3. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is **60 days prior to the April 28, 2015, adoption of Resolution No. 15-108, to the extent of Bonds authorized thereunder, 60 days prior to the August 25, 2015, adoption of Resolution No. 15-256**, **to the extent of Bonds authorized thereunder and expenditures made on or after the date 60 days prior to the adoption of this Resolution**, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

Section 4. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on March 15, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Paving Improvements to Serve Tyler's Landing 4th Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petition and revised estimate, approve acceptance of the lowest bid, and adopt the amending resolution.

Background: On August 26, 2014, the City Council approved a petition for paving improvements to serve Tyler's Landing 4th Addition. The project was bid for construction on February 19, 2016, with all bids exceeding the Engineer's Estimate. The developer has submitted a new petition with an increased budget. The signatures on the petition represent 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01.

Analysis: The project will provide paving improvements required for a new residential development located east of Tyler, south of 37th Street North.

The lowest bid received for the project exceeded the Engineer's Estimate by less than $46,000. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City. A revised estimate has been prepared to reflect the increased cost of constructing the improvements.

Financial Considerations: The existing petition total is $173,000 and the revised petition total is $262,000. The funding source is special assessments.

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

Recommendations/Actions: It is recommended that the City Council approve the revised petition and revised estimate, approve acceptance of the lowest bid, adopt the amending resolution, and authorize the necessary signatures.

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

(Published in the ***Wichita Eagle***, on March 18, 2016)132019

RESOLUTION NO. 16-057

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – TYLER'S LANDING 4TH ADDITION/EAST OF TYLER, SOUTH OF 37TH STREET NORTH) (472-85181).

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 14-244** of the City (the "Prior Resolution") authorized certain internal improvements; and

WHEREAS, **the estimated cost of the improvements authorized by the Prior Resolution has changed;**

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Repealer**. The Prior Resolution is hereby repealed.

Section 2. **Findings of Advisability**. The Governing Body hereby finds and determines that:
(a) It is advisable to make the following improvements:

Construction of pavement on <u>Kackley Court</u> (Lots 1 through 9, Block A) from the north line of Lot 1, Block A, north to and including the cul-de-sac; and on <u>Kackley Court</u> (Lots 10 through 16, Block A) from the east line of Kackley Court east to and including the cul-de-sac (the "Improvements").

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

(b) The estimated or probable cost of the Improvements is **Two Hundred Sixty-Two Thousand Dollars ($262,000) ,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

TYLER'S LANDING 4TH ADDITION
Lots 2 through16, Block A

(d) The method of assessment is: equally per lot (15 lots).

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 2*** of this Resolution.

Section 4. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special 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 the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on March 15, 2016.

(SEAL)

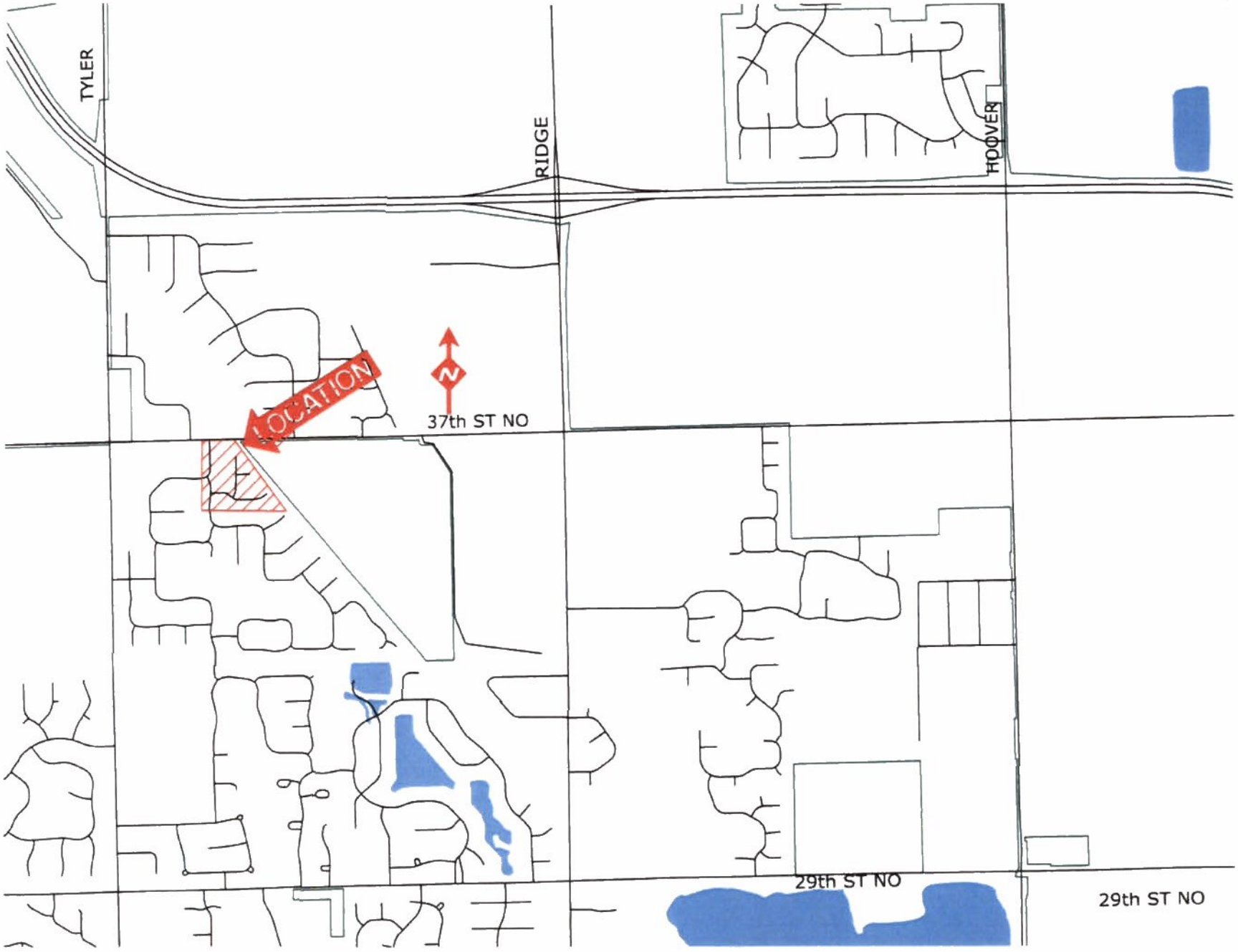
_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney
and Director of Law


TYLER
RIDGE
HOOVER
LOCATION
N
37th ST NO
29th ST NO
29th ST NO

Project Request

◯ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ◯ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

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

ENGINEERING REFERENCE #: 472-85181

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I.

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: 03-15-16 REQUEST DATE:

PROJECT # : 490381 PROJECT TITLE: KACKLEY COURT TYLER'S LANDING 4TH ADDITION PH 2

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: KACKLEY COURT TYLER'S LANDING 4TH ADDITION PH 2

OCA # : 766358 OCA TITLE: KACKLEY COURT TYLER'S LANDING 4TH ADDITION PH 2

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ◯ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$262,000.00	2999 Contractuals	$262,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$262,000.00	**EXPENSE TOTAL:**	$262,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: DATE: 02/23/16

DEPARTMENT HEAD: DATE: 3/1/17

BUDGET OFFICER: Cheryl Busada DATE: 2/25/16

CITY MANAGER: DATE:

472-85181

RECEIVED

FEB 23 '16

CITY CLERK OFFICE

PETITION
(PHASE 2 PAVING IMPROVEMENTS – TYLER'S LANDING 4TH ADDITION)

REVISED
PROJECT #472-85181

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on Kackley Ct. (Lots 1 through 9, Block A) from the north line of Lot 1, Block A, north to and including the cul-de-sac; and on Kackley Ct. (Lots 10 through 16, Block A) from the east line of Kackley Ct. east to and including the cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $262,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

TYLER'S LANDING 4TH ADDITION
Lots 2 through 16, Block A

(d) The proposed method of assessment is: equally per lot (15 lots).

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
R & R Realty, LLC By: _____ Jay W. Russell, Manager	2/22/16	**Tyler's Landing 4th Addition** Lots 2 through 16, Block A
Ritchie Associates, Inc., Manager By: _____ Kevin M. Mullen, President	2/22/16	

****

THIS PETITION was filed in my office on 2-23-16.

Deputy City Clerk

(Published in the ***Wichita Eagle***, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – TYLER'S LANDING 4TH ADDITION/EAST OF TYLER, SOUTH OF 37TH STREET NORTH) (472-85181).

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 14-244** of the City (the "Prior Resolution") authorized certain internal improvements; and

WHEREAS, the estimated cost of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on <u>Kackley Court</u> (Lots 1 through 9, Block A) from the north line of Lot 1, Block A, north to and including the cul-de-sac; and on <u>Kackley Court</u> (Lots 10 through 16, Block A) from the east line of Kackley Court east to and including the cul-de-sac (the "Improvements").

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

(b) The estimated or probable cost of the Improvements is **Two Hundred Sixty-Two Thousand Dollars ($262,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

<u>TYLER'S LANDING 4TH ADDITION</u>
Lots 2 through16, Block A

(d) The method of assessment is: equally per lot (15 lots).

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above; the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 2*** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special 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 the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. McKee
for Jennifer Magaña, City Attorney
and Director of Law

PAVING BID TABULATION SUMMARY

RQ640201

FB640021		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
Kackley Court		$165,329.00	$242,602.80		$233,302.80
	BID BOND				
Tyler's Landing 4th Addition	ADDENDA	2			
472-85181 (766358)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Pearson Construction
Kackley Court		$165,329.00		$211,196.10	$256,082.30
	BID BOND				
Tyler's Landing 4th Addition	ADDENDA	2			
472-85181 (766358)					
		Engineer's Construction Estimate			
Kackley Court		$165,329.00			
	BID BOND				
Tyler's Landing 4th Addition	ADDENDA	2			
472-85181 (766358)					
		Engineer's Construction Estimate			
Kackley Court		$165,329.00			
	BID BOND				
Tyler's Landing 4th Addition	ADDENDA	2			
472-85181 (766358)					

Award 3-15-16 subject to City Council apporval of New Engineer's Estimate and Budget Authorization. Revised Engineer's Estimate $211,196.10.

CHECKED BY: _____

REVIEWED BY: _____

Agenda Item No. II-17

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: Sign Relocation at 2409 E. Pawnee 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 payment.

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. To facilitate the project, a 900 square foot temporary construction easement was purchased from the owner of 2409 E. Pawnee. The use of the temporary easement is to reconstruct the driveway approach so the driveway will be at the proper grade with the new road. An onsite advertising sign is located within the temporary easement. The sign will be removed and reinstalled by the owner.

Analysis: An estimate from a sign company to remove and reinstall the onsite advertising sign was obtained. The cost to relocate the sign is $6,000.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of $6,000 is requested.

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

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

Attachments: Sign agreement and tract map.

COUNTY: Sedgwick
PROJECT NO: Pawnee & Hydraulic
DATE: 06/18/15
TRACT: 17

SIGN OWNER AGREEMENT

THIS AGREEMENT made and entered into this 17 day of February 2016, by and between

Dung Nguyen and Trang T. Phu
2052 S Parkwood Lane
Wichita KS 67218

hereinafter referred to as Sign Owner, and the City of Wichita of the State of Kansas, hereinafter referred to as the City.

WITNESSETH:

1. It is the desire and intent of the City to compensate the Sign Owner for the temporary relocation of a certain on-premises advertising sign, displays or devices situated in Sedgwick County, Kansas on lands commonly known as , Wichita, KS 67207.

2. In consideration of Six thousand and no/100 Dollars ($6,000.00), Sign Owner agrees to remove said sign, display or device off the new right of way on or before April 30, 2016. It is understood and agreed that if the signs, displays or devices are not removed by this date, same shall be disposed of by the City without notice or recourse, time being of the essence.. It is further understood and agreed that time is of the essence for removal of the signs, displays or devices.

3. Sign Owner does hereby covenant that this agreement shall be in full force and effect upon the signing of this contract.

4. Any and all verbal agreements are merged in this written agreement and this agreement constitutes the full and complete agreement between the parties. This contract is subject to the approval of the City, or his designee.

5. Sign Owner hereby agrees and covenants to indemnify and hold harmless the City of Wichita from any and all action and claims of whatever kind and nature that might arise as a result of the removing of this signs, displays or devices.

6. Sign Owner hereby certifies that he/she is the legal owner of the signs, displays or devices and has the right to enter into this agreement.

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

THE CITY OF WICHITA

By:_____
Jeff Longwell, Mayor

By:_____
Dung Nguyen

Attest:

_____
Karen Sublett, City Clerk

_____
Trang T. Phu

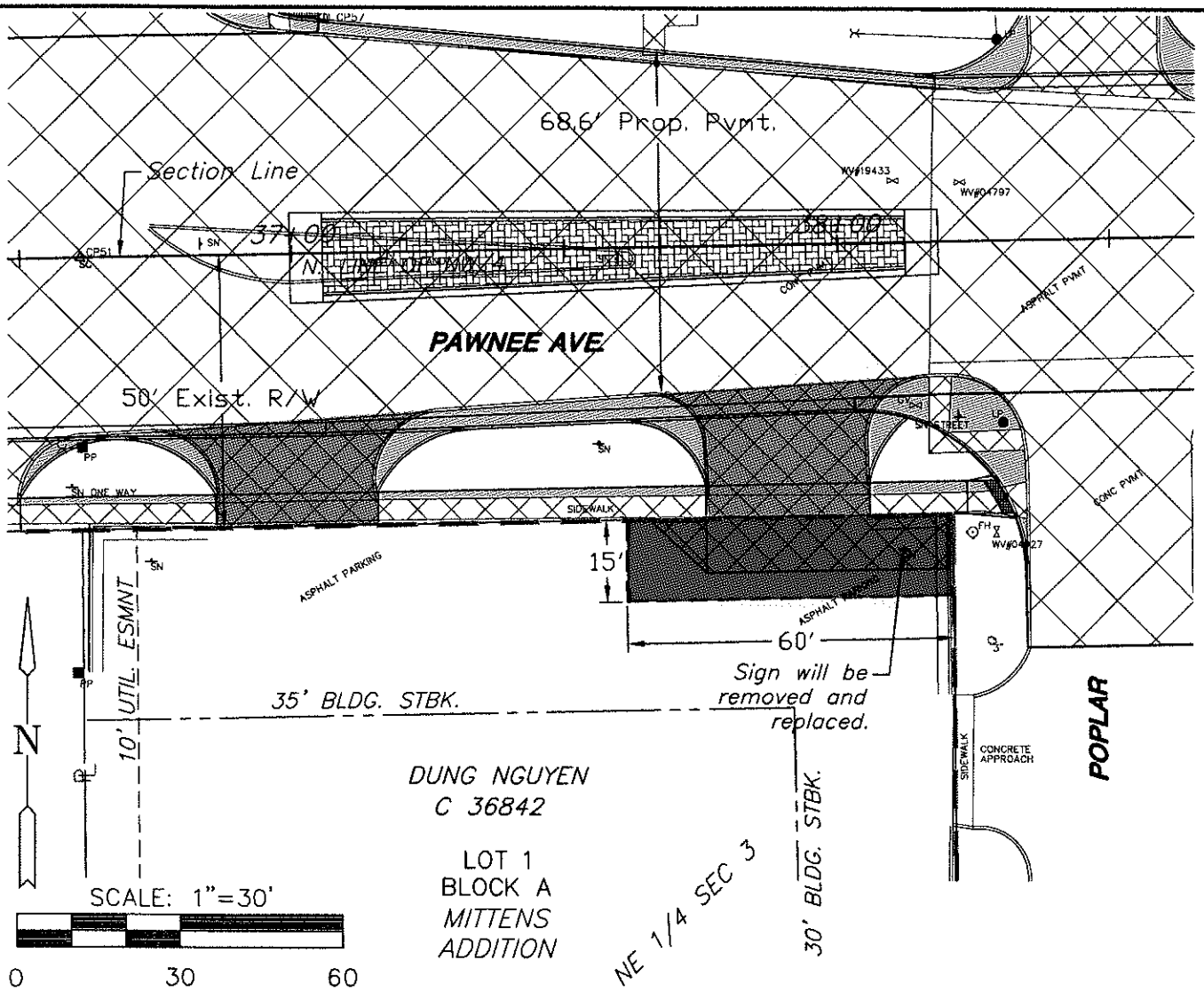
APPROVED TO FORM:

_____
Jennifer Magana, Director of Law

RECOMMENDED BY:

_____
Gerald Cain, Project Manager

PAWNEE TRACT 17
SIGN TO BE TEMPORARILY RELOCATED



LEGAL DESCRIPTION:

A parcel of land lying in Lot 1, Block A, Mittens Addition, Wichita, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The north 15 feet of the east 60 feet of Lot 1, Block A, Mittens Addition, Wichita, Sedgwick County, Kansas.

Said parcel contains 900 sq. ft.

OWNER:

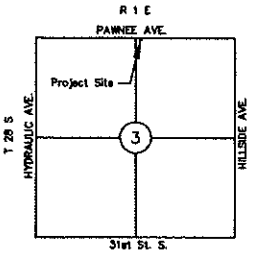
DUNG NGUYEN
2052 S PARKWOOD
WICHITA KS 67218

PROPERTY IDENTIFICATION:

C 36842

LEGEND:

- *Right of Way*
- *Temporary Construction Easement =900 sq. ft.*
- *Existing paved drives, walks, and street to be removed and replaced.*
- *New street and sidewalk*
- *Property owners existing drive within Right-of-Way*



VICINITY MAP

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

NO.	REVISION	DATE
0		

©2013
MKEC Engineering
All Rights Reserved
www.mkec.com
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.

MKEC
411 N. Webb Rd. Wichita, KS 67206
316.684.9600

PAWNEE AVE.-HYDRAULIC TO POPLAR
TEMPORARY CONSTRUCTION EASEMENT
TRACT MAP 17

PROJECT NO. 0501010745	DATE: SEPTEMBER 2014	SHEET NO.
DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM	1 OF 1

I:\MAP\2005\05745\DWG\CD TRACT MAPS\05745 TRACT MAPS.DWG

Second Reading Ordinances for March 15, 2016 (first read on March 1, 2016

A. <u>Sidewalk Repair Assessmetn Program</u>. (Districts I, II, and VI)

ORDINANCE NO. 50-157

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. <u>SUB2015-00034 Plat of Rib Crib Wichita Addition Located East of South Eisenhower Airport Parkway, on the South Side of West Taft Avenue</u>. (District IV)

ORDINANCE NO. 50-158

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.

C. <u>Ordinance Amendments to Title 4 of the Code of the City of Wichita Pertaining to Regulation and Licensing of Alcoholic Liquor and Cereal Malt Beverages, and Repeal of Charter Ordinance No. 105 Regarding Fees for such Licenses' Abandoning with No Second Reading Similar Ordinances</u>.

ORDINANCE NO.50-159

AN ORDINANCE AMENDING SECTIONS 4.04.010, 4.04.017, 4.04.020, 4.04.025, 4.04.040, 4.04.045, AND 4.04.070; CREATING SECTION 4.04.075 AND REPEALING SECTION 4.04.035 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO GENERAL PROVISIONS AND PROHIBITED ACTS INVOLVING INTOXICATING LIQUOR AND CEREAL MALT BEVERAGES.

ORDINANCE NO. 50-160

AN ORDINANCE AMENDING SECTIONS 4.12.050, 4.12.090, 4.12.110, 4.12.150, 4.12.190, AND 4.12.220; CREATING SECTION 4.12.045 AND REPEALING SECTIONS 4.12.040, 4.12.135, 4.12.145, 4.12.160, 4.12.170, AND 4.12.200 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO LICENSING THE SALE OF CEREAL MALT BEVERAGES.

ORDINANCE NO. 50-161

AN ORDINANCE AMENDING SECTIONS 4.16.040, 4.16.070, 4.16.080, 4.16.090, 4.16.095, 4.16.130, 4.16.150, 4.16.155, 4.16.180 AND 4.16.190; CREATING SECTIONS 4.16.050, 4.16.055, 4.16.060, 4.16.065, 4.16.068, 4.16.152, 4.16.153, 4.16.154, 4.16.160, 4.16.165 AND 4.16.175, AND REPEALING SECTIONS 4.16.020, 4.16.030, 4.16.075 AND 4.16.170 OF THE CODE OF THE CITY OF WICHITA, KANSAS, AND REPEALING RESOLUTION R-95-549 PERTAINING TO LICENSING THE SALE OF ALCOHOLIC LIQUOR BY THE DRINK, FEES AND OTHER REQUIREMENTS OF LICENSURE, AND PROHIBITED ACTS BY LICENSEES.

CHARTER ORDINANCE NO. 227

A CHARTER ORDINANCE REPEALING CHARTER ORDINANCE NO. 105 OF THE CITY OF WICHITA, KANSAS, EXEMPTING THE CITY OF WICHITA, KANSAS, FROM THE PROVISIONS OF K.S.A. 41-2622, 41-2702, 41-2703(c) AND 41-310 AND AMENDMENTS THERETO, ESTABLISHING A SCHEDULE OF FEES FOR ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGE LICENSES AUTHORIZED BY TITLE 4 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

Agenda Item No. II-19

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

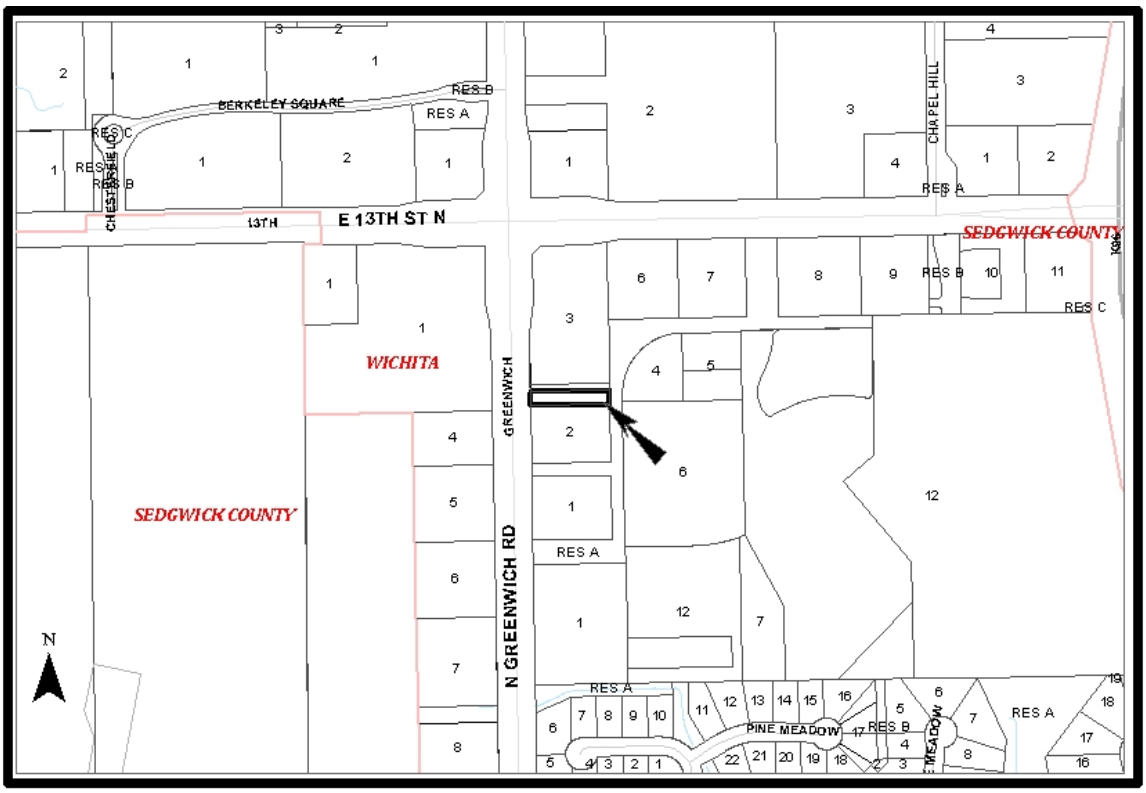
SUBJECT: VAC2014-00041 - Request to Vacate a Portion of a Platted Reserve and Amend the Plattor's Text on Property Generally Located South of East 13th Street North on the East Side of North Greenwich Road (District II)

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 (9-0).



Background: The applicant is requesting that the portion of platted Reserve A located between Lot 2 (south side) and Lot 3 (north side), Block 1, Gateway Center 3rd Addition be vacated. This portion of Reserve A is 40-foot wide and 250-foot deep. The applicant is also requesting that the plattor's text pertaining to the described portion of the subject reserve be amended to allow the uses permitted in the LC Limited Commercial zoning district as restricted by the overlay Community Unit Plan CUP DP-239. The plattor's text of the Gateway Center 3rd Addition states that the described portion of Reserve A is restricted to the following uses: private drives, landscaping, signage, entry monuments, drainage, sidewalks, and utilities confined to easements. The plattor's text also states that Reserve A is to be maintained and owned by an owners association to be formed within the Gateway Center 3rd Addition. There are platted easements located in the platted reserve, however, the vacation request will not impact these platted easements. The Gateway Center 3rd Addition was recorded with the Sedgwick County Register of Deeds March 26, 2010.

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.

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 Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County 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 (simple majority of four votes required) and authorize the necessary signatures.

Attachment:

- Vacation Order

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

IN THE MATTER OF THE VACATION OF A PORTION OF A PLATTED RESERVE & THE PLATTOR'S TEXT	)	
GENERALLY LOCATED MIDWAY BETWEEN TYLER & RIDGE ROADS, SOUTH OF CENTRAL AVENUE, SOUTH OF JENNIE STREET ON THE EAST SIDE OF WOODCHUCK LANE	)	**VAC2014-00041**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 15th day of March, 2016, comes on for hearing the petition for vacation filed by Venture Seven Development LLC, c/o George E. Laham II & Gateway Center Addition Master Owners Association, c/o George E. Laham II (owners), praying for the vacation of the following described portion of a platted reserve and the plattor's text, to-wit:

A tract of land lying within a portion of Reserve A, The Gateway Center 3rd Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow: BEGINNING at the southwest corner of Lot 3, Block 1, of said addition, thence along a common line to said Lot 3 and said Reserve A on a platted bearing of N89°06'02"E, 250.00 feet to the southeast corner of said Lot 3; thence S01°03'27"E, 40.00 feet to the northeast corner of Lot 2, Block 1, said addition; thence along a common line to said Lot 2 and said Reserve A, S89°06'02"W, 250.00 feet to the northwest corner of said Lot 2; thence along a westerly line of said Reserve A, N01°03'27"W, 40.00 feet to the POINT OF BEGINNING. Said tract contains 10,000 square feet or 0.230 acre of land more or less. Said tract being subject to rights-of-way, easements, covenants, and restrictions of record.

The plattor's text of the above described portion of Reserve A, Gateway Center 3rd Addition (subject site) is vacated and amended to allow the following uses: Those uses permitted by the subject site's LC Limited Commercial zoning as restricted by the Community Unit Plan overlay CUP DP-239.

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 26, 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 described portion of the platted front yard setback and the public will suffer no loss or inconvenience thereby.

3. A Quit Claim Deed has been filed with the Sedgwick County Register of Deeds, that the Venture Seven Development, LLC, does remise, release, transfer and quit claim unto Venture Seven Development, LLC, described land as recorded December 8, 2015, Doc.# FLM-PG: 2957 452

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 portion of the platted reserve and the plattor's text, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 15th day of March, 2016, ordered that the above-described portion of the platted reserve and the plattor's text 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.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

Agenda Item No. II-20

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

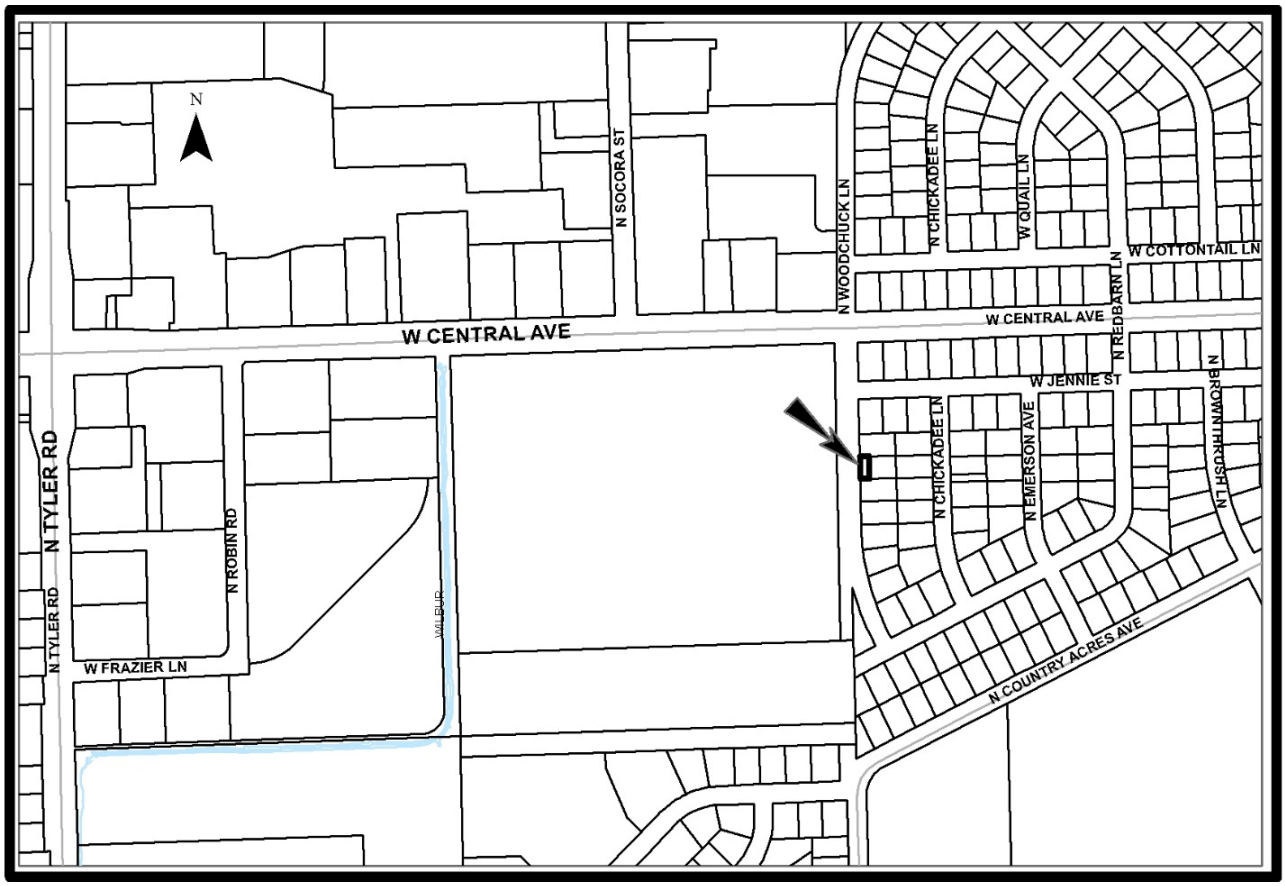
SUBJECT: VAC2015-00041 - Request to Vacate a Portion of a Platted Front Setback on Property Generally Located Midway between North Tyler and North Ridge Roads, South of West Central Avenue South on the East Side of North Woodchuck Lane (District V)

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 (12-0).



Background: The applicant is requesting the vacation of the east 10 feet of the platted 30-foot front yard setback on Lots 1 and 5, Block D, Meadowview Estates Addition. The subject site is zoned SF-5 Single-Family Residential. The Unified Zoning Code's (UZC) minimum front yard setback standard for the SF-5 zoning district is 25 feet. If the setback was not platted the applicant could have applied for an Administrative Adjustment that would have reduced the SF-5 zoning district's 25-foot front yard setback by percent resulting in a 20-foot setback. The applicant's request does not exceed what is permitted by an Administrative Adjustment. There are no platted easements in the described portion of the platted front yard setback. There are no utilities within the described portion of the platted front yard setback. The Meadowview Estates Addition was recorded with the Register of Deeds June 20, 1955.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (12-0) 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.

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 Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County 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 (simple majority of four votes required) and authorize the necessary signatures.

Attachment:

- Vacation Order

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

IN THE MATTER OF THE VACATION OF A PORTION OF A PLATTED FRONT YARD SETBACK	)	
GENERALLY LOCATED MIDWAY BETWEEN TYLER & RIDGE ROADS, SOUTH OF CENTRAL AVENUE, SOUTH OF JENNIE STREET ON THE EAST SIDE OF WOODCHUCK LANE	)	**VAC2015-00041**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 15th day of March, 2016, comes on for hearing the petition for vacation filed by Genaro & Brandi Arroyo (owners), praying for the vacation of the following described portion of a platted front yard setback, to-wit:

The east 10 feet of the platted 30-foot front yard setback located in and running parallel to the west property line of Lot 5, Block D, Meadowview Estates Addition, 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 September 24, 2015, 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 described portion of the platted front yard setback and the public will suffer no loss or inconvenience thereby.

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

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

5. The vacation of the described portion of the platted front yard setback, should be

approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 15th day of March, 2016, ordered that the above-described portion of the platted front yard setback is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

Agenda Item No. II-21

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

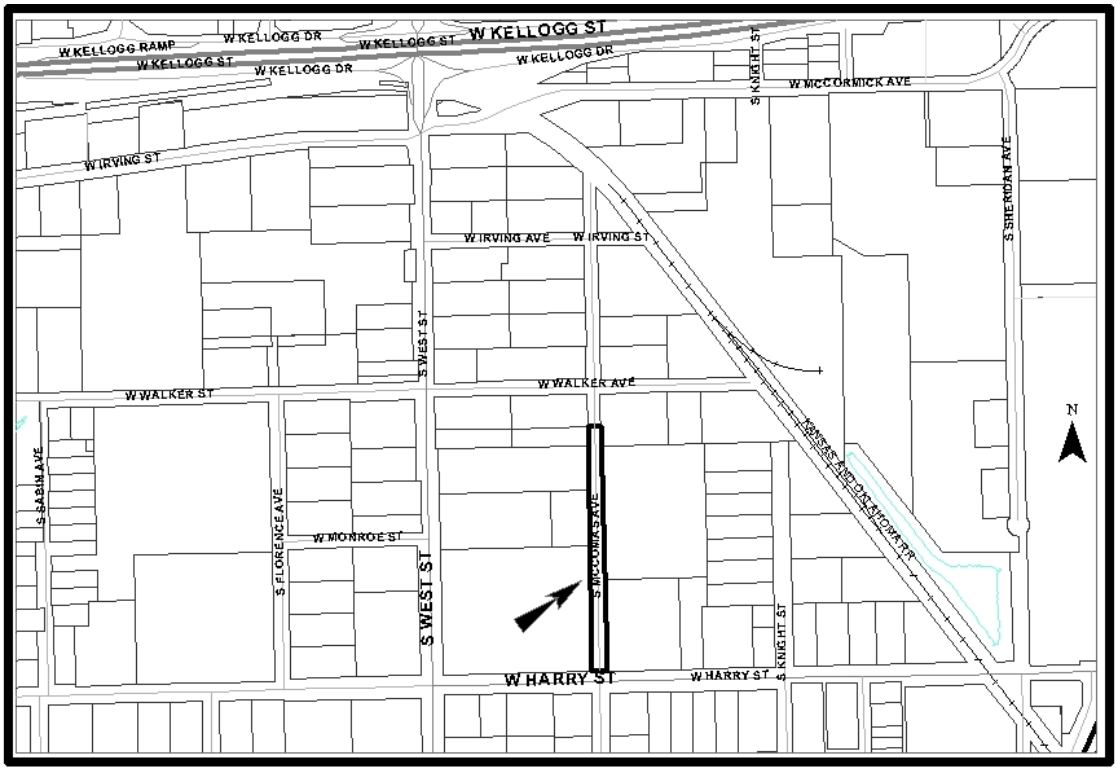
SUBJECT: VAC2015-00061 - Request to Vacate a Portion of Public Street Right-of-Way Generally Located West of South West Street, Between West Harry Street and West Walker Avenue (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (13-1).



Background: The applicant is requesting the vacation of that portion of the 60-foot wide McComas Avenue public street right of way located between West Harry Street and West Walker Avenue, except the north 150 feet. The applicant owns all of the abutting property. The vacation request would not deny any properties access to public street right of way. The applicant proposes to fence off this portion of McComas Avenue to allow the moving of materials and machinery across McComas Avenue, without contending with thru traffic. The vacation will also provide additional security on the site. Public water lines, water valves, water nodes, sewer lines, sewer manholes, hydrants and utility poles are located in the McComas Avenue right of way.

Beginning the week of January 4 – January 8, 2016 the Kellogg Avenue/US-54 Highway–West Street interchange will be closed for up to a year or longer. During the time that the Kellogg Avenue/US-54 Highway–West Street interchange is closed, the City will be studying possible improvements to traffic circulation in this area that is being disrupted by the closure. These improvements may be temporary or permanent with the goal of improving circulation for the businesses in this area.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (13-1) 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.

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 dedication of a drainage-utility easement by separate instrument and a covenant binding and tying the vacated right of way to the applicant's abutting property. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order, the drainage-utility easement dedicated by separate instrument and the covenant will be recorded with the Sedgwick County 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, the dedication of a drainage-utility easement by separate instrument and the covenant (simple majority of four votes required) and authorize the necessary signatures.

Attachments:

- Vacation Order
- A drainage-utility easement dedicated by separate instrument
- A covenant

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

IN THE MATTER OF THE VACATION OF A PORTION OF PUBLIC STREET RIGHT-OF-WAY	)	
GENERALLY LOCATED ONE BLOCK WEST OF WEST STREET, BETWEEN HARRY STREET & WALKER STREETS	)	**VAC2015-00061**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 15th day of March, 2016, comes on for hearing the petition for vacation filed by Foley Industries Inc., c/o Lewis Erickson (owner), praying for the vacation of the following described portion of platted public street right-of-way, to-wit:

McComas Avenue from the north right of way of Harry Street to the extended south line of the north 150.00 feet of Lot 10, Los Coyas Addition, 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 December 17, 2015, 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 described portion of public street right-of-way and the public will suffer no loss or inconvenience thereby.

3. The described vacated portion of McComas Avenue will remain open to traffic until traffic lights are installed and operating at the Walker and West Streets' intersection, after which the vacation of McComas Avenue will be in effect.

4. The described vacated portion of McComas Avenue will become a drainage-utility easement dedicated by separate instrument, with original signatures. The drainage-utility

easement dedicated by separate instrument will be recorded with the Vacation Order at the Sedgwick County Register of Deeds.

5. A covenant, with original signatures, binding and tying the described vacated portion of McComas Avenue to the applicant's abutting property will be recorded with the Vacation Order at the Sedgwick County Register of Deeds. The covenant will also be recorded at the Sedgwick County Appraiser's Office.

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

7. 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.

8. The vacation of the described portion of public street right-of-way, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 15th day of March, 2016, ordered that the above-described portion of public street right-of-way 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.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

DRAINAGE AND UTILITY EASEMENT

THIS EASEMENT made this 3rd day of February, 2016, by and between Lewis R. Erickson, Vice President and Chief Financial Officer, on behalf of Foley Industries, Inc. and Lewis R. Erickson, Vice President and Chief Financial Officer, on behalf of Foley Equipment Company, of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, 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 said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing a drainage system and all utilities over, along, and under the following described real estate situated in Sedgwick County, Kansas, to wit:

McComas Avenue from the north right of way of Harry Street to the extended south line of the north 150.00 feet of Lot 10, Los Coyas Addition, Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such drainage system and all utilities.

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

VAC2015-00061

Foley Industries, Inc.

Lewis R. Erickson Vice President & Chief Financial Officer

Lewis R. Erickson

Foley Equipment Company

Lewis R. Erickson Vice President & Chief Financial Officer

Lewis R. Erickson

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 3rd day of February, 2016 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Lewis R. Erickson, Vice President and Chief Financial Officer, on behalf of Foley Industries, Inc., who is personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of said limited liability company.

IN TESTIMONY WHERE OF, I have here unto set my hand and affixed my official seal the day and year above written.

Susan Bloomer
Notary Public

SEAL SUSAN K BLOOMER NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 1-10-17

(My Commission Expires: 1/10/2017)

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 3rd day of February, 2016 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Lewis R. Erickson, Vice President and Chief Financial Officer, on behalf of Foley Equipment Company, who is personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of said limited liability company.

IN TESTIMONY WHERE OF, I have here unto set my hand and affixed my official seal the day and year above written.

Susan Bloomer
Notary Public

SEAL SUSAN K BLOOMER NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 1-10-17

(My Commission Expires: 1/10/2017)

VAC 2015-00061

RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED Lewis R. Erickson, Vice President and Chief Financial Officer, on behalf of Foley Industries, Inc. and Lewis R. Erickson, Vice President and Chief Financial Officer, on behalf of Foley Equipment Company, owners of the following described real property:

1. Lot 1, P.M.A. Addition to Wichita (Sedgwick County), Kansas.
2. Lot 21 AND the South 84 feet of Lots 9 and 10, Los Coyas Addition, Sedgwick County, Kansas.
3. The west 332.50 feet of Lot 1, Block A, Voegeli 2nd Addition, Wichita, Sedgwick County, Kansas.
4. The East 487.5 feet of a tract of land beginning at the Southwest corner of the Southwest Quarter of Section 25, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence North along the West line of said Southwest Quarter, 64 rods more or less to a point 96 rods South of the North line of said Southwest Quarter; thence East parallel with the North line of said Southwest Quarter, 75 rods; thence South parallel with the West line of said Southwest Quarter, 64 rods more or less to a point in the South line of said Southwest Quarter; thence West along the South line of said Southwest Quarter, 75 rods to the point of beginning, except the West 30 feet for street; EXCEPT a tract of land beginning at a point on the South line of the Southwest Quarter of said Section 25, said point being 1237.5 feet East of the Southwest corner of said Southwest Quarter; thence North parallel with the West line of said Southwest Quarter 330 feet; thence West parallel with the South line of said Southwest Quarter 25 feet; thence South 330 feet to a point on the South line of said Southwest Quarter 25 feet West of the point of beginning; thence East 25 feet to the point of beginning; AND EXCEPT that part of said Southwest Quarter described as commencing at the Southwest corner of said Southwest Quarter; thence East along the South line of said Southwest Quarter 750 feet for a place of beginning; thence North parallel with the West line of said Southwest Quarter 460 feet; thence East parallel with the South line of said Southwest Quarter 487.5 feet; thence South parallel with the West line of said Southwest Quarter 130 feet; thence West parallel with the South line of said Southwest Quarter 25 feet; thence South parallel with the West line of said Southwest Quarter 330 feet to the South line of said Southwest Quarter; thence West along the South line of said Southwest Quarter 462.5 feet to the place of beginning, except the West 30 feet thereof for street and except the South 40 feet thereof for street.

NOW THEREFORE, in consideration of City of Wichita vacation request VAC2015-00061 receiving approval from the appropriate governmental authorities, the undersigned agrees and covenants that the aforementioned lot(s) shall be retained, held and bound together with the following described street vacation in order to create a single parcel with one county tax key number.

McComas Avenue from the north right of way of Harry Street to the extended south line of the north 150.00 feet of Lot 10, Los Coyas Addition, Sedgwick County, Kansas.

It is understood that this covenant shall be binding upon the undersigned, their heirs, or successors and assigns and is a covenant running with the land until such time the property is replatted.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

VAC2015-00061

EXECUTED the day and year first written above.

Foley Industries, Inc.

_____ Vice President & Chief Financial Officer
Lewis R. Erickson

Foley Equipment Company

_____ Vice President & Chief Financial Officer
Lewis R. Erickson

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 3rd day of February, 2016 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Lewis R. Erickson, Vice President and Chief Financial Officer, on behalf of Foley Industries, Inc., who is personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of said limited liability company.

IN TESTIMONY WHERE OF, I have here unto set my hand and affixed my official seal the day and year above written.

SUSAN K BLOOMER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 1-10-17

SEAL

Susan Bloomer
Notary Public

(My Commission Expires: 1/10/2017)

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 3rd day of February, 2016 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Lewis R. Erickson, Vice President and Chief Financial Officer, on behalf of Foley Equipment Company, who is personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of said limited liability company.

IN TESTIMONY WHERE OF, I have here unto set my hand and affixed my official seal the day and year above written.

SUSAN K BLOOMER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 1-10-17

SEAL

Susan Bloomer
Notary Public

(My Commission Expires: 1/10/2017)

Wichita-Sedgwick County
Metropolitan Area Planning Department
RECEIVED
FEB 03 2016
BY:

VAC2015-00061

Agenda Item No. II-22

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

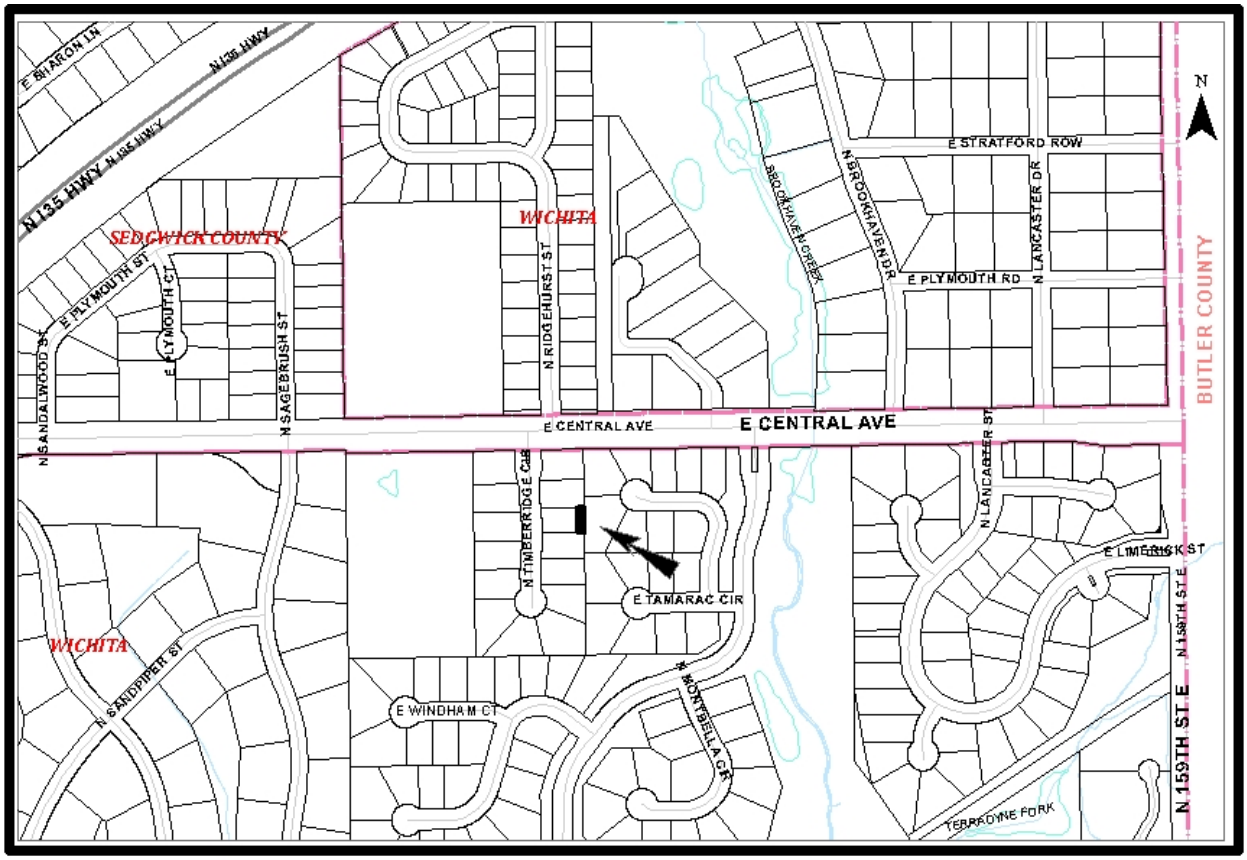
SUBJECT: VAC2015-00063 - Request to Vacate a Portion of a Platted Drainage-Utility Easement on Property Generally Located West of North 159th Street East, South of East Central Avenue, on the East side of Timberridge Circle (District II)

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 the west nine feet of the platted 20-foot by 75.5-foot long drainage-utility easement running parallel to the east, rear property line of Lot 12, excluding the north five feet, Woodlawn Place Addition. Water is located in the Timberridge Circle right-of-way. Sewer is located in a platted 20-foot wide sewer easement running parallel to the west, front property line of the subject site. Westar has equipment in the east 10 feet of the subject easement and the applicant has been given direction by Westar for construction of the pool. AT&T has equipment in the east 11 feet of the subject easement. The Woodlawn Place Addition was recorded July 23, 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.

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 Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County 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 (simple majority of four votes required) and authorize the necessary signatures.

Attachments:

- Vacation Order

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

IN THE MATTER OF THE VACATION OF A PORTION OF A PLATTED DRAINAGE – UTILITY EASEMENT	)	
GENERALLY LOCATED WEST OF 159TH STREET EAST, SOUTH OF CENTRAL AVENUE, ON THE EAST SIDE OF TIMBERRIDGE CIRCLE	)	**VAC2015-00063**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 15th day of March, 2016, comes on for hearing the petition for vacation filed by the Charles R. Green Revocable Trust, c/o Charles R. Green (trustee/owner), praying for the vacation of the following described portion of a platted drainage-utility easement, to-wit:

The west nine (9) feet of the platted 20-foot wide (x) 75.5-foot long drainage-utility easement running parallel to the east, rear property line of Lot 12,excluding the north 5 feet, Woodlawn Place Addition, 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 January 14, 2016, 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 described portion of public street right-of-way and the public will suffer no loss or inconvenience thereby.

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

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

5. The vacation of the described portion of the platted drainage-utility easement, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 15th day of March, 2016, ordered that the above-described portion of the platted drainage-utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

Agenda Report No. II-23

City of Wichita
City Council Meeting
March 15, 2016

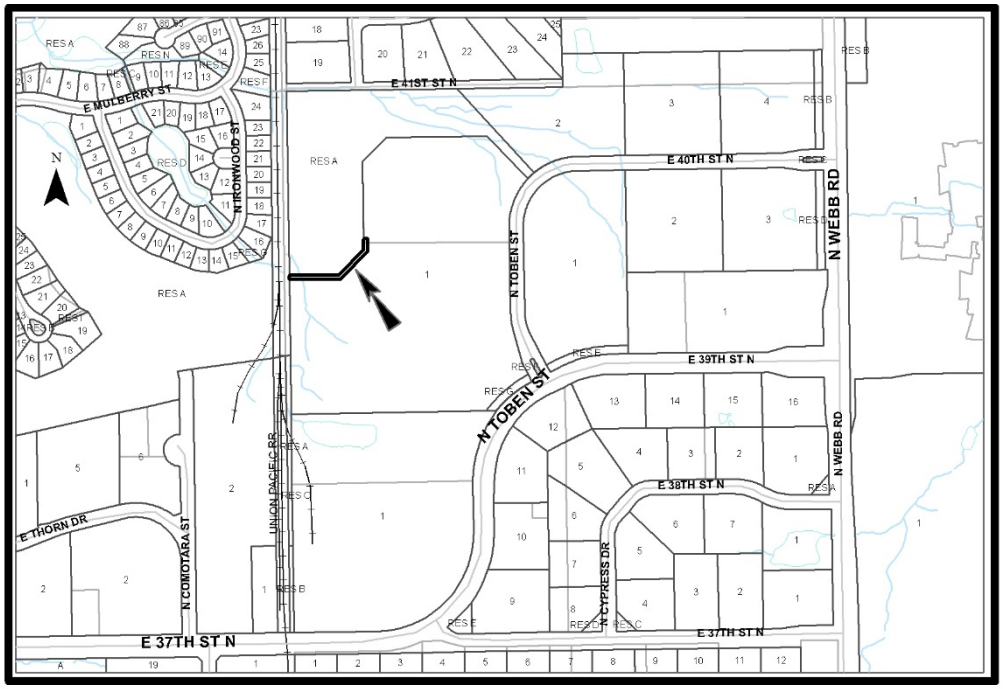
TO: Mayor and City Council

SUBJECT: DED2015-00018 Dedication of Utility Easement Located West of North Webb Road, North of East 37th Street North (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the Dedication.



Background: The Dedication is associated with Lot Split Case No. LSP2015-00034 (Webb Business Park Addition).

Analysis: The Dedication DED2015-00018 is for the purpose of constructing, operating, maintaining and repairing public utilities.

Financial Considerations: There are no financial considerations associated with the Dedication.

Legal Considerations: The Law Department has approved the Dedication as to form and the document will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Attachment: Utility Easement **(NOT IN AGENDA MANAGER)**

Sedgwick County
Register of Deeds - Bill Mask
Doc.#/Flm-Pg: 29575854
Receipt #: 1957957
Pages Recorded: 2
Recording Fee: $20.00
Cashier: kwohler
Authorized By:
Date Recorded: 12/11/2015 10:08:35 AM

UNOFFICIAL

UTILITY EASEMENT

THIS EASEMENT made this 2ND day of December, 2015, by and between Webb Business Park, LLC, of the first part and the City of Wichita of the second part.

WITNESSETH: 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, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining, and repairing public utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A **20' UTILITY EASEMENT** situated within Lot 1, Block 1, Webb Business Park, an addition to Wichita, Sedgwick County, Kansas, being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 1, Block 1, Webb Business Park, an addition to Wichita, Sedgwick County, Kansas, said point being in the West line of said Webb Business Park; Thence Bearing N89°07'32"E, along the boundary of said Lot 1, a distance of 240.00 feet; Thence continuing along said boundary, Bearing N44°07'32"E, a distance of 170.00 feet; Thence continuing along said boundary, Bearing N00°49'19"W, a distance of 49.79 feet; Thence Bearing N89°07'32"E, a distance of 20.00 feet; Thence Bearing S00°49'19"E, a distance of 58.08 feet; Thence Bearing S44°07'32"W, a distance of 186.56 feet; Thence Bearing S89°07'32"W, a distance of 248.30 feet to a point in the West line of said Webb Business Park; Thence Bearing N00°49'19"W, along said West line, a distance of 20.00 feet to the **POINT OF BEGINNING.**
(said 20' Utility Easement containing 0.219 acres, more or less)

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such public utilities.

PEC Project No. 35-15842-000-6291
Utility Easement – Webb Business Park LLC

DED 2015-00018
LSP 2015-00034

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

WEBB BUSINESS PARK, LLC

By: _____
Bennie M. Lee, Jr., President

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Bennie M. Lee, Jr. President of Webb Business Park, LLC, to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

Dated this 2nd day of December, 2015.

_____
Notary Public

My Commission Expires: 10/3/16

AIDAN P. GEARHART
NOTARY PUBLIC
My Appt. Exp. 10/3/16
STATE OF KANSAS

~~APPROVED AS TO FORM:~~ IDK

_____
~~Jennifer Magana, City Attorney and Director of Law~~

PEC Project No. 35-15842-000-6291
Utility Easement – Webb Business Park LLC

Agenda Report No. II-24

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

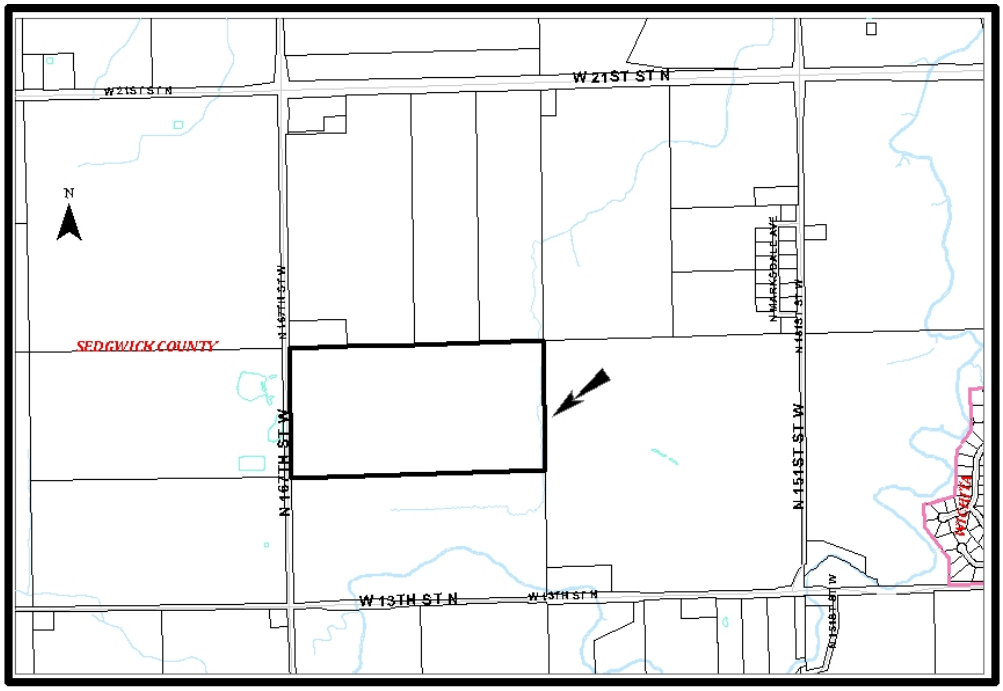
SUBJECT: SUB2015-00043 -- Plat of Kalb Addition Located North of West 13th Street North, on the East Side of North 167th Street West (County)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)



Background: The site consists of one lot on 80 acres and is located in the County within three miles of Wichita's boundary. The property is zoned Rural Residential (RR). A conditional use (CON2015-00036) was approved for agricultural sales and services.

Analysis: The site has been approved by the Metropolitan Area Building and Construction Department for the use of on-site sanitary sewer and water facilities. The applicant has provided a No Protest Agreement for Future Sewer Extension and a No Protest Agreement for Future Water Main Extension as requested by the City of Wichita Public Works and Utilities Department. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the No Protest Agreement for Future Sewer Extension, No Protest Agreement for Future Water Main Extension and Restrictive Covenant as to form and the documents will be recorded with the Register of Deeds.

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

Attachments: No Protest Agreement for Future Sewer Extension
No Protest Agreement for Future Water Main Extension
Restrictive Covenant

NO PROTEST AGREEMENT
(FOR FUTURE SEWER EXTENSION)

This Agreement made and entered into this 10th day of February, 2016, by and between the City of Wichita, Kansas, party of the first part and Kenneth G. Kalb and Shanon I. Kalb, husband and wife, party of the second part (hereinafter "Owners")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by the Owners and property owned by others; and

WHEREAS, the Owners desire to have certain improvements to their property; Owners are the owners of real property legally described as Kalb Addition, Sedgwick County, Kansas, (hereinafter, "Property"); and

WHEREAS, the City wishes to insure that the said Property will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant Owners' request for subject plat to Property, without making necessary the submittal of petitions for sanitary sewer improvements to serve said Property.

2. Owners, on their own behalf and on behalf of their heirs, assigns and successors in interest, irrevocably waive their right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a sanitary sewer extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owners of their right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against the Property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owners shall constitute covenants running with the land described herein.

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

We, Kenneth G. and Shanon L. Kalb, owners of Kalb Addition, do hereby certify that the No Protest Agreement for future extension of sanitary sewer improvements has been submitted to the City Council of the City of Wichita, Kansas.

As a result of the above-mentioned No Protest Agreement for improvements, lots or portions thereof within Kalb Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 10 day of Feb, 2016.

Kenneth G. Kalb, Owner

Shanon L. Kalb, Owner

CITY OF WICHITA

By: _____
Jeff Longwell, Mayor

ATTEST: _____
Karen Sublett, City Clerk

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 10th day of February, 2016, before me, a Notary Public, in and for the County and State aforesaid, came Kenneth G. and Shanon L. Kalb, husband and wife, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

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

Notary Public

My Commission Expires: 6/16/18

SEAL

TIMOTHY R. AUSTIN
Notary Public - State of Kansas
My Appt. Expires 6/16/18

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of _____, 2016, before me, a Notary Public, in and for the County and State aforesaid, came Jeff Longwll, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:_____

SEAL

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney & Director of Law

NO PROTEST AGREEMENT
(FOR FUTURE WATER MAIN EXTENSION)

This Agreement made and entered into this 10th day of February, 2016, by and between the City of Wichita, Kansas, party of the first part and Kenneth G. Kalb and Shanon I. Kalb, husband and wife, party of the second part (hereinafter "Owners")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by the Owners and property owned by others; and

WHEREAS, the Owners desire to have certain improvements to their property; Owners are the owners of real property legally described as Kalb Addition, Sedgwick County, Kansas, (hereinafter, "Property"); and

WHEREAS, the City wishes to insure that the said Property will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant Owners' request for subject plat to Property, without making necessary the submittal of petitions for sanitary sewer improvements to serve said Property.

2. Owners, on their own behalf and on behalf of their heirs, assigns and successors in interest, irrevocably waive their right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a water main extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owners of their right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against the Property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owners shall constitute covenants running with the land described herein.

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

We, Kenneth G. and Shanon L. Kalb, owners of Kalb Addition, do hereby certify that the No Protest Agreement for future extension of water main improvements has been submitted to the City Council of the City of Wichita, Kansas.

As a result of the above-mentioned No Protest Agreement for improvements, lots or portions thereof within Kalb Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 10 day of Feb, 2016.

Kenneth G. Kalb, Owner

Shanon L. Kalb, Owner

CITY OF WICHITA

By:_____
Jeff Longwell, Mayor

ATTEST: _____
Karen Sublett, City Clerk

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 10th day of February, 2016, before me, a Notary Public, in and for the County and State aforesaid, came Kenneth G. and Shanon L. Kalb, husband and wife, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

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

Notary Public

My Commission Expires: 6/16/18

SEAL
TIMOTHY R. AUSTIN
Notary Public - State of Kansas
My Appt. Expires 6/16/18

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of _____, 2016, before me, a Notary Public, in and for the County and State aforesaid, came Jeff Longwll, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:_____

SEAL

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney & Director of Law

RESTRICTIVE COVENANT

THIS DECLARATION made this 10th day of February, 2016, by Kenneth G. and Shanon L. Kalb, husband and wife, collectively the "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of Kalb Addition, Sedgwick County, Kansas; and

WHEREAS, the Declarant desires that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves A and B in said Kalb Addition, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve A is hereby reserved for highway purposes.

2. That Reserve B is hereby reserved for drainage purposes.

3. That an Owner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes at the Declarant's sole cost at such time as the land may be further subdivided in multiple ownership. That Reserves A and B as designated on the plat of the Kalb Addition, shall be deeded to the Owner's Association upon its incorporation or within 30 days thereafter.

4. That the declaration of covenants and other provisions of the Owner's Association being formed shall provide specific pertinent language requiring that the Owner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves A and B, Kalb Addition, under the same scope of responsibility as the initial phase of development.

5. That the Owner hereby grants an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the common areas, as defined, for the purposes of maintaining such common areas. This easement is conditioned upon the following event or events happening:

   A. That the Declarant or the owners, as may be appropriate, has failed to maintain the Reserves in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the owners and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the Reserves under this covenant, the Declarant or owners shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against the above-described real property in Kalb Addition, respectively, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the appropriate governing body. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to Kalb Addition, Sedgwick County, Kansas.

Executed the date and year first above written.

By: Kenneth G. Kalb, Owner

By: Shanon L. Kalb, Owner

COUNTY OF SEDGWICK)
STATE OF KANSAS) ss:

BE IT REMEMBERED, that on this 10th day of February, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kenneth G. and Shanon L. Kalb, husband and wife, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

By: Notary

(My Commission Expires: 6/16/18)

TIMOTHY R. AUSTIN
Notary Public - State of Kansas
My Appt. Expires 6/16/18

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of _____, 2016, before me, a Notary Public, in and for the County and State aforesaid, came Jeff Longwll, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:_____

SEAL

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney & Director of Law

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: ZON2015-00053 – Zone Change from SF-5 Single-family Residential to TF-3 Two-family Residential, Generally Located North of West 9th Street North and East of North Hoover Road (5402 West 9th Street North) (District VI)

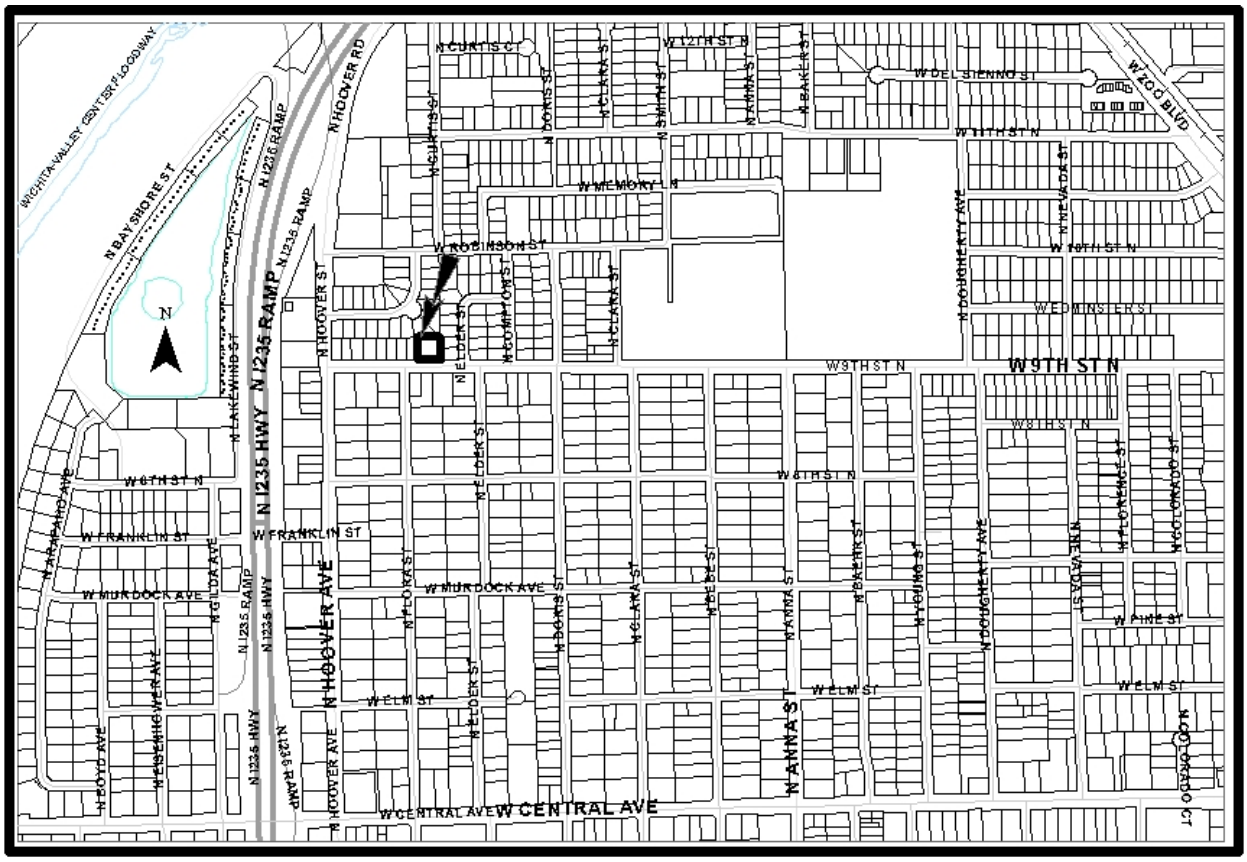
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (9-0).

DAB Recommendation: District Advisory Board VI recommended approval of the request (7-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicant requests TF-3 Two-Family Residential (TF-3) zoning on a 0.41-acre platted lot. The site has 132 feet of frontage along West 9th Street North with a single-family house built on the west half of the lot. The applicant intends to split the oversize lot to accommodate a duplex on the eastern half of the site. Both lots will meet Unified Zoning Code (UZC) minimum lot dimensions and sizes. See the attached site plan and lot split document submitted by the applicant.

The surrounding neighborhood is primarily zoned SF-5 Single-family Residential (SF-5) and developed with single-family residences. However, over a dozen pockets of TF-3 zoning exist within this neighborhood bordered by 13th Street North, Central Avenue, I-235 and Zoo Boulevard. North of the site on West Edminster Street are SF-5 zoned single-family residences. South of the site are SF-5 zoned single-family residences. East of the site are SF-5 zoned single-family residences; three blocks further east are TF-3 zoned duplexes on North Clara Street. West of the site are SF-5 zoned single-family residences, MF-29 Multi-family Residential (MF-29) zoned duplexes within the same block as the application area, and six TF-3 zoned duplexes one block to the west along North Hoover Road.

Analysis: On February 4, 2016, the Metropolitan Area Planning Commission (MAPC) approved the request (9-0). No members of the public spoke at the MAPC hearing.

On February 1, 2016, District Advisory Board (DAB) VI reviewed the application and approved it 7-0. No members of the public spoke at the DAB hearing.

No protest petitions have been received. The request can be approved with a simple majority vote.

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

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC, approve the requested Zone Change and place the ordinance on the first reading (simple majority vote).

Attachments: Lot split drawing, site plan, ordinance, MAPC minutes, DAB VI report.

OCA 150004

ORDINANCE NO. 50-164

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2015-00053

Zone change request from SF-5 Single-family Residential (SF-5) to TF-3 Two-family Residential (TF-3) on property located north of West 9th Street North and east of Hoover (5402 West 9th Street North); described as:

The South half of lot 14 EXCEPT the West 498 feet AND EXCEPT the South 33 feet for street; R.A. Morris Tracts Addition to Wichita, Sedgwick County, Kansas.

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

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

ADOPTED this 22nd day of March, 2016.

_____
Jeff Longwell, Mayor

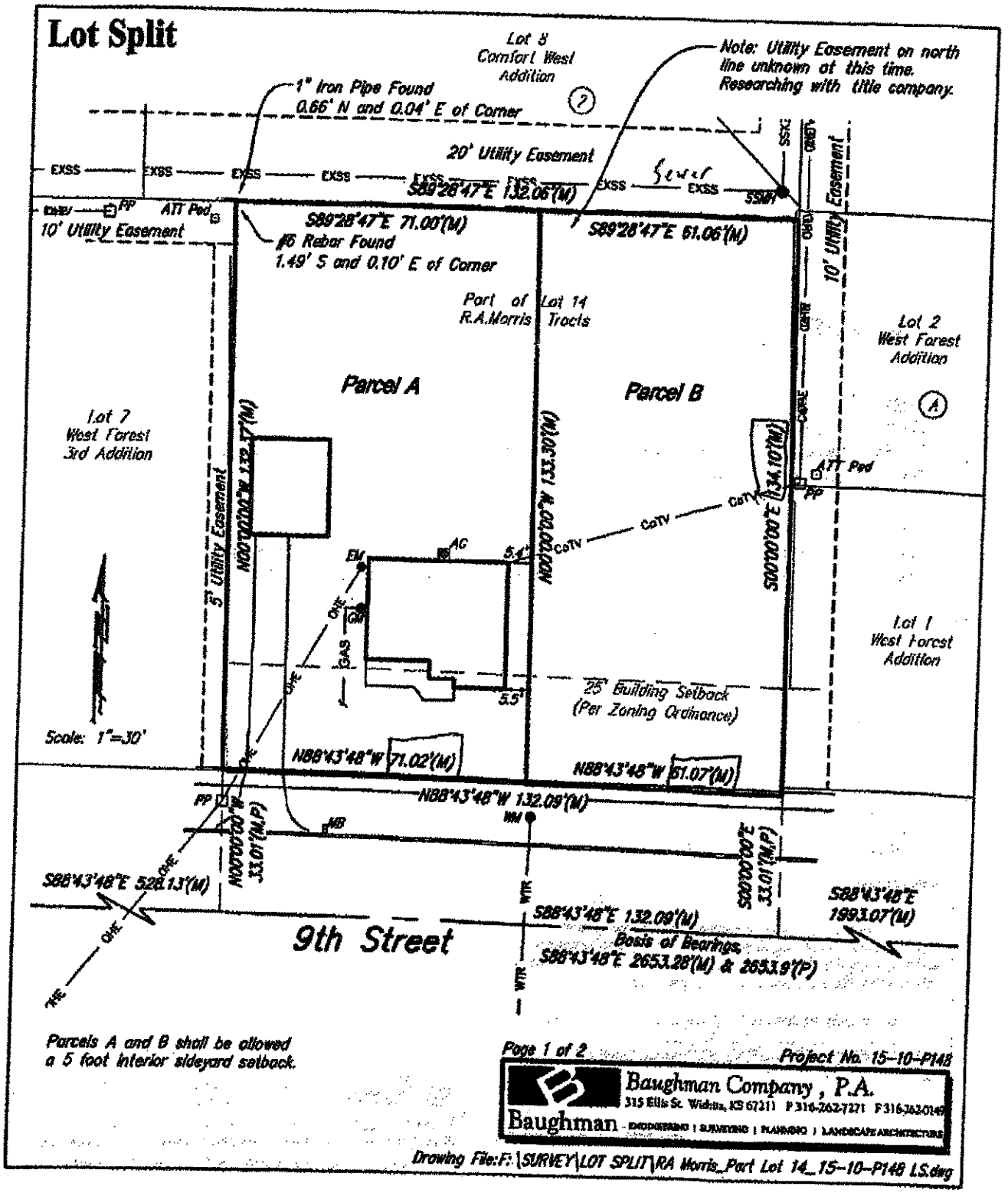
ATTEST:

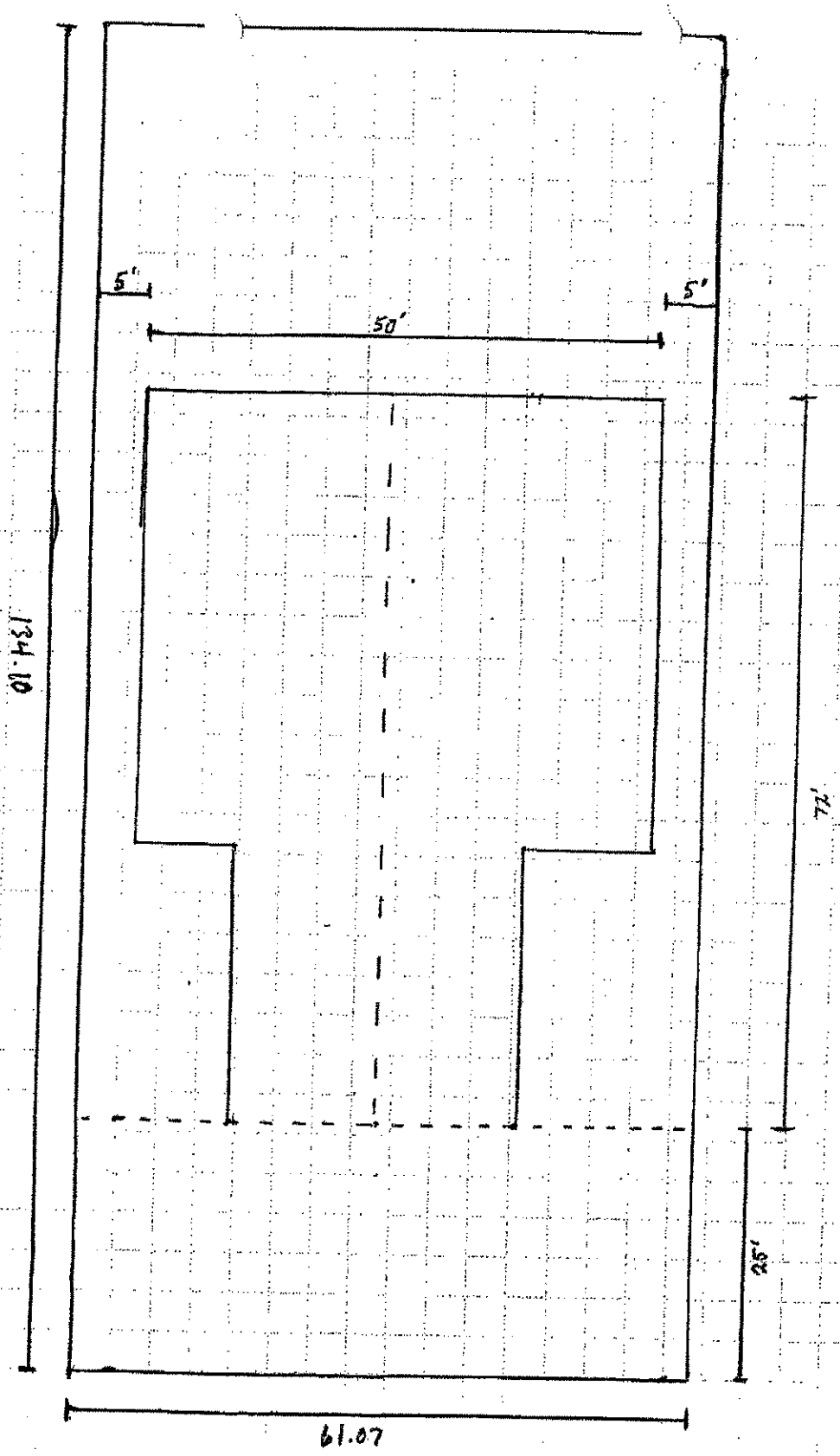
_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

Kansas secured
Title Work for property




5'
5'
50'
134.10
72'
25'
61.07

EXCERPT MINUTES OF THE FEBRUARY 4, 2016 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00053 - Leonard Rau (owner) requests a City zone change from SF-5 Single-family Residential to TF-3 Two-family Residential on property described as:

The South half of lot 14 EXCEPT the West 498 feet AND EXCEPT the South 33 feet for street; R.A. Morris Tracts Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant requests TF-3 Two-Family Residential (TF-3) zoning on a 0.41-acre platted lot. The site has 132 feet of frontage along West 9th Street North with a single-family house built on the west half of the lot. The applicant intends to split the oversize lot to accommodate a duplex on the eastern half of the site. Both lots will meet Unified Zoning Code (UZC) minimum lot dimensions and sizes, see the attached site plan and lot split document submitted by the applicant.

The surrounding neighborhood is primarily zoned SF-5 Single-family Residential (SF-5) and developed with single-family residences. However, over a dozen pockets of TF-3 zoning exist within this neighborhood bordered by 13th Street North, Central Avenue, I-235 and Zoo Boulevard. North of the site on West Edminster Street are SF-5 zoned single-family residences. South of the site are SF-5 zoned single-family residences. East of the site are SF-5 zoned single-family residences; three blocks further east are TF-3 zoned duplexes on North Clara Street. West of the site are SF-5 zoned single-family residences, MF-29 Multi-family Residential (MF-29) zoned duplexes within the same block as the application area, and six TF-3 zoned duplexes one block to the west along North Hoover Street.

CASE HISTORY: The site was platted as a portion of Lot 14 of the R.A. Morris Tracts Addition in 1928.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family residences
SOUTH:	SF-5	Single-family residences
EAST:	SF-5, TF-3	Single-family residences, duplexes
WEST:	SF-5, TF-3, MF-29	Single-family residences, duplexes

PUBLIC SERVICES: West 9th Street North is a paved, two-lane local street at this location with a 75-foot right-of-way and sidewalks on both sides of the street. All public services are available to the site.

CONFORMANCE TO PLANS/POLICIES: The adopted Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as within the Established Central Area - the mature neighborhoods within an approximate three-mile radius of the downtown core. The Plan encourages infill development within the Established Central Area that maximizes public investment in existing and planned infrastructure and services. The Plan also encourages development of a variety of lot sizes and housing types within the Established Central Area. The Plan's *2035 Wichita Future Growth Concept Map* identifies this location as "residential," encompassing areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**.

This recommendation is based on the following findings:

(1) **The zoning, uses and character of the neighborhood:** The surrounding neighborhood is primarily zoned SF-5 and developed with single-family residences. A mixture of TF-3 and multi-family zoning exists within surrounding blocks. North of the site on West Edminster Street are SF-5 zoned single-family residences. South of the site are SF-5 zoned single-family residences. East of the site are SF-5 zoned single-family residences; three blocks further east are TF-3 zoned duplexes on North Clara Street. West of the site are SF-5 zoned single-family residences, MF-29 zoned duplexes within the same block as the application area, and six TF-3 zoned duplexes one block to the west along North Hoover Street.

(2) **The suitability of the subject property for the uses to which it has been restricted:** The site is currently zoned SF-5 and with a lot split could be developed with an additional single-family residence.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** Impact on surrounding property due to the requested zone change should be minimal; duplexes and TF-3 zoning are common within the surrounding blocks. A duplex on the site could be better for the neighborhood than an underutilized lot.

(4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The adopted Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as within the Established Central Area - the mature neighborhoods within an approximate three-mile radius of the downtown core. The Plan encourages infill development within the Established Central Area that maximizes public investment in existing and planned infrastructure and services. The Plan also encourages development of a variety of lot sizes and housing types within the Established Central Area. The Plan's *2035 Wichita Future Growth Concept Map* identifies this location as "residential," encompassing areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality.

(5) **Impact of the proposed development on community facilities:** All services are in place, any increased demand on community facilities can be handled by existing infrastructure.

BILL LONGNECKER, Planning Staff presented the Staff Report.

FOSTER asked how the encroachment of the property to the west into the 25-foot setback was going to be dealt with.

LONGNECKER referenced a lot split, but said he was not sure if the encroachment was addressed when that was approved. He said he was presenting the application for another planner. He said that issue could be handled through an administrative adjustment to reduce the side yard setback by 20%.

FOSTER asked how many off street parking spaces were required for the proposed duplexes and if the garage counted as one space.

LONGNECKER said he believed it was the same as single-family which was two per unit. He asked other Planning staff to verify that.

KNEBEL verified that the requirement was one parking space per unit and added that the garage counts as one.

FOSTER mentioned that the Commission has approved these types of rezonings in the past and when he has driven by the locations there is anywhere from 2-4 cars parked in the street.

RICHARDSON asked is there a reason why the entire lot is being rezoned instead of just Parcel B.

LONGNECKER indicated that was what the applicant requested. He said the location of the current residence could be used for future development of another duplex.

LEONARD RAU, 5204 WEST 9TH STREET, PROPERTY OWNER/APPLICANT said this residence was one of the original homes in the area and that it was built before the street was put in. He said the new development will accommodate the 25-foot front setback.

MOTION: To approve subject to staff recommendation.

WARREN moved, **DOOL** seconded the motion, and it carried (9-0

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC

FROM: Martha Sanchez, Community Service Representative, District VI

SUBJECT: **ZON2015-00053**

DATE: February 1, 2016

On Monday, February 1, 2016, the District VI Advisory Board considered a request for a zoning change from SF5 Single-Family residential to TF-3 Two- Family Residential zoning change, for the proposed use of a duplex dwelling.

DAB members asked questions on the following items:

- Location of duplex
- Will a lot split be required
- Square footage of proposed duplex
- Driveway entry point for proposed duplex
- Has the planning staff received any formal protest

Action Taken: Mason/Weihe made a motion to recommend approval of zoning request.

Motion carried: (7-0)

Please review this information when **ZON2015-00053** is considered.

Agenda Item No. II-26

City of Wichita
City Council Meeting
March 15, 2016

TO: Mayor and City Council

SUBJECT: A16-01 - Request by Sherwood Construction Company to Annex Lands Generally Located One-Quarter Mile South of West U.S. 54 Highway on the East Side of South 135th Street West (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request.

Background: The City has received a request to annex approximately 15.02 acres of land generally located one-quarter mile south of West U.S. 54 Highway on the east side of South 135th Street West. The annexation area is bordered by property located within the City of Wichita's incorporated area to the east and south.

Analysis:

Land Use and Zoning: The annexation area consists of approximately 15.02 acres zoned "SF-20" Single-Family Residential and is undeveloped. On December 9, 2015, the Board of Sedgwick County Commissioners approved a Planned Unit Development (PUD2015-00004) to permit development of the subject property with an apartment complex. On December 17, 2015, the Wichita-Sedgwick County Metropolitan Area Planning Commission approved the Sunstone at 135th West Addition (SUB2015-00042) for the subject property. The adjacent property to the north is zoned "SF-20" Single-Family and is undeveloped. The property to the east is zoned "LC" Limited Commercial and is undeveloped. The properties to the south are zoned "SF-5" Single-Family and are undeveloped. The property to the west is zoned "LI" Limited Industrial and is developed with a concrete plant.

Public Services: The conditions of the Sunstone at 135th West Addition require a petition to extend water and sanitary sewer to serve the site.

Street System: The annexation area abuts 135th Street West, a three-lane arterial street. The Sunstone at 135th West Addition permits two access drives to 135th Street West.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. The nearest City station is Fire Station No. 17 at 10651 W. Maple. Upon annexation, police protection will be provided to the area by the Patrol West Bureau of the Wichita Police Department, headquartered at 661 N. Elder.

Parks: The nearest park is Meadows Park at 12551 W. Maple, approximately one mile northeast of the subject property. The Parks, Recreation and Open Space Plan recommends development of a pathway along the abandoned rail corridor abutting south edge of the subject property, which is currently being developed by Prairie Travelers, Inc.

School District: The annexation property is part of Unified School District 265 (Goddard School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2035 Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is $110,040 with a total assessed value of $13,698. Using the current City levy ($32.686/$1000 x assessed valuation), this property would yield approximately $448 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating to construct a 230-unit apartment complex at an estimated appraised value after completion of $14.7 million. Assuming the current City levy remains about the same, this would yield approximately $55,250 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-517, *et seq*. The annexation ordinance has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

Attachments: Map Sheet
Ordinance

(150004) PUBLISHED IN THE WICHITA EAGLE ON March 25, 2016

ORDINANCE NO. 50-165

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A16-01)

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

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District IV:

A portion of the West Half of the Northwest Quarter of Section 36, Township 27 South, Range 2 West, of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas lying north of the north line of the A.T.&S.F. railroad right-of-way within said Northwest Quarter more particularly described as commencing at the northwest corner of said Northwest Quarter; thence S00°39'56"E, (assumed), along the west line of said Northwest Quarter, 1372.00 feet for a point of beginning; thence N89°20'04"E perpendicular to the west line of said Northwest Quarter, 1306.20 feet to a point on the east line of the West Half of said Northwest Quarter, said point also being on the west line of Lot 6, Block A, Dugan West Kellogg Commercial Addition, Wichita, Sedgwick County, Kansas; thence S00°41'54"E along the east line of the West Half of said Northwest Quarter, (and along the west line of said Lot 6, and as extended south), 575.06 feet to a point on the north line of said A.T.&S.F. railroad right-of-way; thence N86°04'43"W along the north line of said A.T.&S.F. railroad right-of-way, 1310.73 feet to a point on the west line of said Northwest Quarter; thence N00°39'56"W along the west line of said Northwest Quarter, 470.27 feet to the point of beginning, EXCEPT the west 60.00 feet thereof for road right-of-way.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this March 22, 2016.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer Magana, City Attorney &
Director of Law

Planning Agenda

Item: A16-01 Attachment No. 1

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

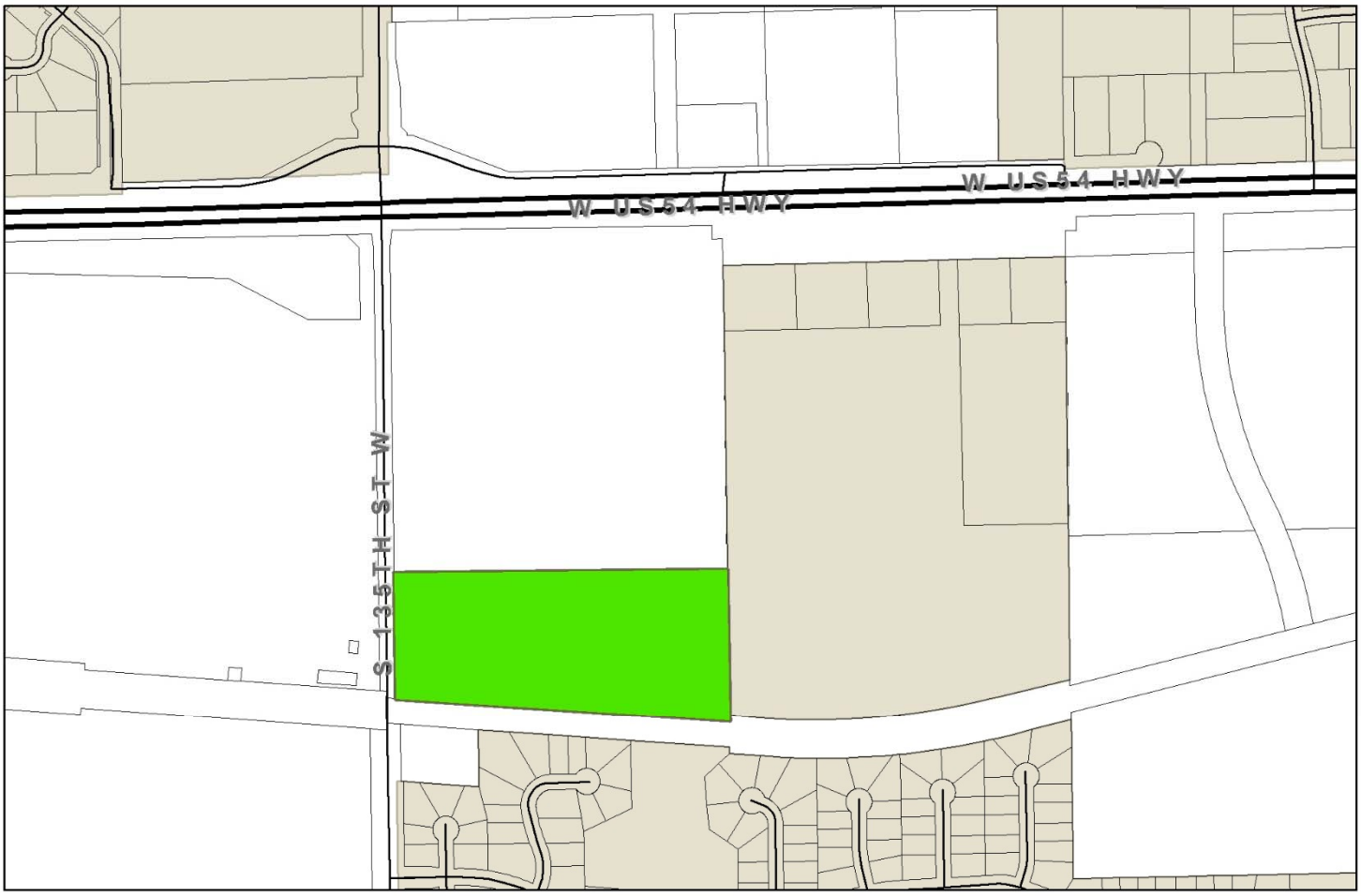
General Location: Generally located one-quarter mile south of West U.S. 54 Highway on the east side of South 135th Street West

Address: n/a

15.02	Area in Acres	X	Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:

Reason(s) for Annexation:

Existing zoning:	SF-20 Single Family Residential



ANNEXATION AREA
WICHITA
UNINCORPORATED

N

Software: ArcGIS
Map Data Sources: City if Wichita Sedgwick County
Prepared: 2/9/09

It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.
Note: Public property represented on this map is not intended to be inclusive.

City of Wichita
City Council Meeting
March 15, 2016

TO: Wichita Housing Authority Board

SUBJECT: Public Housing Admissions and Continued Occupancy Policy Revisions

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority Board (Consent)

Recommendation: Approve revisions to the Public Housing Admissions and Continued Occupancy Policy (ACOP).

Background: The Governing Board of the Wichita Housing Authority must approve revisions to the ACOP before changes can be implemented.

Analysis: The proposed revisions comply with the U.S. Department of Housing and Urban Development's (HUD) Public and Indian Housing (PIH) Notice 2015-19, Guidance for Public Housing Agencies (PHAs) and Owners of Federally-Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions to reduce barriers to public housing. The Wichita Housing Authority – Public Housing (WHA-PH) proposes to reduce the lookback period for drug-related criminal convictions from five years to 12 months. Applicants who must register as life-long sexual offenders and/or registered violent criminals will continue to not be eligible for public housing. On the other hand, applicants who have drug-related criminal convictions and have completed a drug treatment program may be eligible for public housing if a certificate of completion is provided.

Other revisions include reducing the two year rental history requirement to 12 months. Many applicants are homeless and live with family members, friends, or in motels or shelters. Political refugees with full citizenship rights apply, but WHA-PH cannot verify two years of housing history, because most families have been in the United States fewer than 24 months. Removing barriers will help WHA-PH increase its occupancy level to a minimum of 98 percent, a HUD requirement. Consequently, the Department's Public Housing Assessment System score will increase.

Staff also revised the Flat Rent section to comply with Notice PIH 2015-13. However, WHA-PH's methodology did not change.

Financial Considerations: These program enhancements are designed to increase occupancy and allow the WHA-PH to optimize its operating subsidy from HUD. According to HUD, the WHA-PH is currently losing out on $90,000 of potential operating subsidy each year due to high vacancy rates.

Legal Considerations: The Law Department has reviewed the revisions to the ACOP and has approved them as to form.

Recommended Action: It is recommended that the Wichita Housing Authority Board approve revisions to the Public Housing ACOP.

Attachment: Revised sections of the Public Housing ACOP.

II. ELIGIBILITY FOR ADMISSION

C. The applicant may be denied admission to the public housing program, if such admission would prove detrimental to the program or its residents. The criteria for tenant selection shall be reasonably related to individual behavior of an applicant over the most recent 24 month period and shall not be related to those which may be imputed to a particular group or category of persons of which an applicant may be a member. However, before such determination is made, consideration shall be given to favorable changes in the family's pattern of behavior, such as a lapse of one year since a conviction and to other extenuating circumstances, which offer reasonable assurance that the family meets the WHA-PH admission standards. Any person, whether adult or juvenile, meeting the definition of offender and/or required to register pursuant to any provision of the Kansas Offender Registration Act, [K.S.A. 22-4901 *et seq.* and amendments thereto] will not be eligible for public housing.

III. PROCESSING APPLICATIONS FOR ADMISSION

A. Upon the opening of the application process, each family seeking admission to the low-income public housing program must complete an online preliminary application. Each applicant will receive a confirmation number generated by the online application and be entered onto the WHA-PH waiting list.

The applicant will be later notified as to the scheduled time of a mandatory preoccupancy meeting at which time a formal application will be completed. Such notification shall indicate that the attendance at the preoccupancy meeting is mandatory and is a condition of placement. In the event that no other applicants exist on the waiting list for a particular bedroom size, the requirement to attend a preoccupancy meeting may be waived by staff. Otherwise, failure to attend the scheduled meeting will result in a determination of ineligibility, and the applicant's name will be purged from the waiting list.

Applicants may submit a written request to be put back on the waiting list based on the time and date of their application. The request must state why they did not attend the meeting. WHA-PH staff will reply in writing informing the applicant that they will be put back on the waitlist and will be required to attend the next available meeting. If an applicant misses the next available meeting, removal from the waiting list will occur. However, the applicant will be allowed to reapply to the WHA-PH program in the future.

B.1. All verifications shall be maintained in the applicant's file. All applicants must provide contact and place information concerning where they lived during the most recent 12 months. Contact information shall include: the name, address, and phone number of the owner; administrator, family member, friend, or other person who was responsible at the applicant's current or previous lodging including, but not limited to, rental home, homeless shelter, place of refuge, hotel/motel, and/or family member's residence, foreclosed home. If this information is not provided, an ineligible determination will be made. Homeless families without an address may give contact information for such places as the Open Door Homeless Resource Center, Center of Hope, Salvation Army, Saint Anthony Family Shelter, or any other place that accepts mail.

New paragraphs in B.3.

WHA-PH shall, within ten working days of the receipt of a written request for a private conference from an ineligible applicant, notify them in writing of the time and date of the meeting and include a list of the negative circumstances that caused them to be deemed ineligible for program admission including, but not limited to, not providing required documents; negative civil, criminal or sexual offender crimes within the last five years; drug-related convictions within the last 12 months; owing money to a former lodging provider, the WHA or another public housing authority; being evicted or having a negative termination within the last three years from a public housing authority; negative housing history and/or lodging references within the last 12 months; income exceeds 80 percent of the area median income for the Wichita, Kansas MSA. The meeting notification will say what the ineligible applicant needs to bring to explain the mitigating circumstances.

Necessary documentation to remedy negative events:

i) In a case of the applicant had served time in a correctional facility a Certificate of Release will need to be provided from the state's parole board or other official documentation for the same purpose.
ii) If an applicant has negative or undeterminable lodging references, the following documentation must be provided: rental receipts; copies of money orders used to pay rent; positive letters from former lodging providers who did not respond to WHA-PH reference checks; and documentation from homeless shelters stating the applicant complied with shelter rules.
iii) Applicants must also submit receipts or other documentation verifying debts to former lodging providers have been paid or repayment agreements have been established; debts to WHA or other public housing authorities must be paid in full.
iv) Documentation to verify household income. Ineligible applicants must bring documentation of all sources of income.

VI. DETERMINATION OF RENTS

PART 2.
Flat rents. Notice PIH 2015-13 (HA) implemented the statutory changes contained within, Section 238 of Title II of Public Law 113-235, the Department of Housing and Urban Development Appropriations Act of 2015. The FY 2015 Appropriations Act amended Section 210 of Title II of P.L. 113-76, the Department of Housing and Urban Development Appropriations Act of 2014.

Fair Market Rents (FMRs) are gross rent estimates that cover the shelter rent plus the cost of all necessary utilities regardless of who actually pays the utilities. No later than 90 days after HUD issues new FMRs, WHA-PH will compare the current flat rent amount for each size unit according to number of bedrooms. WHA-PH will ensure flat rents are at least 80 percent of the FMR minus utilities tenants are required to pay for themselves.

On an annual basis, the flat rental amount will apply to all new program admissions the next business day following the Wichita Housing Authority Board formally adopting the new flat rental amounts. Flat rent policy revisions will be entered into the ACOP. For current program participants that pay the flat rental amount, the new flat rental amount will be offered, as well as the income-based rental amount, at their next annual recertification.

Using Notice PIH 2015-13 (HA) as guidance, the WHA-PH will cap flat rent increases at 35 percent of the amount tenants currently pay.

WHA-PH will present rent payment options to new tenants entering the program and existing tenants at the time of their recertification. All will be able to choose the lower option of either income based rent or flat rent.

XVI. EVICTING AND TERMINATING ASSISTANCE FOR CRIMINAL ACTIVITY

A. When evaluating circumstances surrounding a tenant's possible eviction for criminal activity WHA-PH will consider:

1. The seriousness of the offending action, especially with respect to how it would affect other residents;
2. The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, or stalking;
3. The effects that eviction will have on other family members who were not involved in the action or failure to act;
4. The effect on the community of the termination, or of the WHA-PH's failure to terminate the tenancy;
5. The effect of WHA-PH's decision on the integrity of the public housing program;
6. The demand for housing by eligible families who will adhere to lease responsibilities;
7. The extent to which the leaseholder has shown personal responsibility and whether they have taken all responsible steps to prevent or mitigate the offending action; and
8. The length of time since the violation occurred, the family's recent history, and the likelihood of favorable conduct in the future.

City of Wichita
City Council Meeting
March 15, 2016

TO: Wichita Housing Authority Board

SUBJECT: Revisions to the City of Wichita Housing Authority Dwelling Lease Agreement Public Housing Program

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommendation: Review and approve the proposed revisions to the City of Wichita Housing Authority (WHA) Dwelling Lease Agreement for the Public Housing Program.

Background: Public Housing Authorities (PHA) use dwelling lease agreements with tenants to establish provisions and responsibilities in which the tenant and the PHA as landlord must abide. The Federal regulation at 24 CFR 966.4 outlines the lease requirements. The lease agreement must also be in compliance with state and local laws.

Analysis: The WHA and Law Department staff developed a proposed revision to the dwelling lease agreement to reduce tenant accounts receivable (TAR), which is one of the sub-indicators in the Management Operations performance indicator of the Public Housing Assessment System. The TAR score is calculated by dividing TAR by total tenant revenue. A result equal to or less than 1.5 percent reaps the top score of five points.

Staff propose revising the number of days a tenant has to pay charges 'other than rent' including late charges, maintenance fees, and pest control charges from 30 days to 14 days. If charges are not paid within 14 days, the tenant will be in violation of the lease and eviction proceedings will be initiated.

Staff also propose to delete 'Installation Charges' from the list of Charges. As a rule, WHA maintenance staff do not install tenant-owned appliances.

Financial Considerations: In 2015, the WHA reported $41,745 in TAR. These aged receivables may not be written off until tenants terminate from the program pursuant to 24 CFR 966.4. The WHA sends written-off tenant account debt to the Kansas Setoff Program for recovery. There is no impact to the General Fund as a result of this collection activity.

Legal Considerations: The Law Department has reviewed and approved the proposed revisions to the WHA Dwelling Lease Agreement as to form.

Recommendation/Action: It is recommended that the Wichita Housing Authority review and approve the proposed revisions to the City of Wichita Housing Authority Dwelling Lease Agreement for the Public Housing Program.

Attachment: City of Wichita Public Housing Dwelling Lease Agreement showing proposed revisions in bold type on page 3, Section 3.

City of Wichita Housing Authority

Public Housing Dwelling Lease Agreement

Unit No. Client No. No. of Bedrooms Initial Rent $

1. Description of the Parties, Premises and Definitions

The City of Wichita Housing Authority, hereinafter referred to as "WHA" does hereby lease to _____

hereinafter referred to as "Tenant", the dwelling unit described below, under the terms and conditions stated herein:

The following is a list of the members of the Tenant's household who will be residing in the premises, including their name(s), relationship and age:

Name	Relationship	Age	Name	Relationship	Age
	Head of Household				

Any additions to the household members named on the Lease, including live-in aides and foster children, but excluding natural births, require the advance written approval of the WHA. Such approval will be granted only if the new family members pass the WHA's screening criteria and a unit of the appropriate size is available. Permission to add live-in aides and foster children shall not be unreasonably refused. Deletions (for any reason) from the household members named on the lease shall be reported by the Tenant to the WHA in writing, within 10 days of the occurrence.

Premises must be used only as a private residence, solely for Tenant and the household members named on the Lease. The WHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities incidental to the residential use subject to the WHA's policy on such activities.

Tenant agrees to wait for the WHA's approval before allowing additional persons to move into the premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of this Lease, for which the WHA may terminate the lease in accordance with Section 5, B.

DEFINITIONS

"Abandon" means either to be absent continuously in excess of fifteen (15) days without advising the WHA of such absence without good cause or vacating the Dwelling Unit with intent not to fulfill the obligations of the Lease.

"Community Service" means eight (8) hours per month of community service in accordance with Section 512 of the Q*uality Housing and Work Responsibility Act of 1998* by each non-exempt adult (age 18 or over) resident of Public Housing.

"Controlled Substance" means any drug, substance, or immediate precursor included in any of the schedules of the Uniform Controlled Substance Act, K.S.A. 65-4101 et seq; and amendments thereto.

"Criminal Activity" means:

a. The commission of any act of physical violence to persons or property on or off premises;
b. The manufacture, sale, use, or possession of explosives on or off premises;
c. The illegal manufacture, use, sale, or distribution of alcoholic beverages on the premises;
d. Engaging in child abuse or neglect;
e. Engaging in spousal abuse; or
f. Drug related criminal activity.

"Drug Related Criminal Activity" means the illegal manufacture, sale, distribution, use or possession (with intent to manufacture, sell, or use) of a controlled substance.

"Dwelling Lease Agreement" means this agreement between the Head of Household and the Wichita Housing Authority and any documents incorporated by reference in this Dwelling Lease Agreement.

"Dwelling Unit" means the address identified above, including equipment and yard assigned to the Head of Household.

"Economic Self-Sufficiency Program" means eight (8) hours per month of participation in a self-sufficiency program in accordance with Section 512 of the *Quality Housing and Work Responsibility Act of 1998* by each non-exempt adult (age 18 or over) resident of Public Housing.

"Head of Household" means the person(s) identified above who is/are a party to this Dwelling Lease Agreement.

"Financial Hardship" means one or more of the following situations has occurred a) the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996; b) the family would be evicted because it is unable to pay the minimum rent; c) the income of the family has decreased because of changed circumstances, including loss of employment; d) a death has occurred in the family or e) may include other circumstances determined by WHA or HUD.

"Notice" means a writing delivered to the party to be served in the manner provided in this Lease.

"Premises" means Dwelling Unit and all common areas in the Development.

"Tenant" means the Head of Household, as well as, each household member listed above or listed in any Addendum to the Dwelling Lease Agreement, individually and collectively, whether referred to in the singular or plural.

"Tenant's Income" means the income received from all sources by Head of Household and any other Tenant 18 years of age or older, except income excluded in current HUD Regulations.

"Utilities" means gas, electricity, reasonable amount of heat, and running hot and cold water furnished by the Wichita Housing Authority, but not including, where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.

2. <u>Term of Lease, Monthly Rent, Amount and Due Date of Rental Payments</u>

WHA hereby leases the above described premises to the Tenant who shall have and hold the same for the term of days commencing on the day of **2016** , and ending on the day of **2016** . Rent from the occupancy date to the first day of the next month of $ shall be due and payable in advance. The monthly rent of $ shall be due and payable in advance on the first day of each month beginning , **2016** . Unless otherwise modified or terminated, this lease shall automatically be renewed for successive terms of one year. The WHA may not renew the lease if the household has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program. Rent shall remain in effect unless adjusted by the WHA in accordance with Section 17 herein. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the WHA in compliance with HUD regulations and requirements and in accordance with the WHA's Admissions and Continued Occupancy Policy.

Rent will be considered delinquent after the sixth day of the month, at which time a "Tenant's Notice of Lease Violation" will be issued. A late fee of $15.00 will be assessed on the 7th day of the month. When payment is made, it will first be applied to the rent and then to applicable late fees. Late fees are due and payable at the time Tenant pays delinquent rent/charges. If by the last business day of the month the rent remains unpaid, eviction proceedings will be initiated. Tenant will have the right to grieve the 14 day "Notice of Lease Violation" only within the time frame specified in the notice, excluding items not grieveable. In the event that the rental amount is increased for any reason other than an increase resulting from a finding that the Tenant had misrepresented the facts

upon which the rent is based, the WHA shall notify Tenant in writing of any increase at least thirty (30) days prior to the effective date of the increase. Tenant agrees to pay the rental amount by the date specified to: Wichita Housing Authority, 332 Riverview, Wichita, Kansas 67203.

The Wichita Housing Authority has set the minimum rent at $50.00. However, if the family requests a financial hardship exemption in writing, the Wichita Housing Authority will suspend the minimum rent for the family beginning the month following the family's financial hardship request. The suspension will continue until WHA can determine whether a financial hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent, nor will they be evicted for not paying the minimum rent. If WHA determines the financial hardship is long term the tenant will be exempt from minimum rent until the hardship no longer exists. If WHA determines that the hardship is non-existent or temporary the minimum rent will be re-instated and tenant will be required to repay the rent that was suspended. WHA will offer a reasonable repayment agreement for the back rent. If tenant defaults on the repayment agreement eviction proceedings will be initiated.

3. <u>Other Charges</u>

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The Tenant is responsible for paying all charges within ~~30~~ 14 days after the Tenant receives written notice from the WHA. Failure to abide by this provision is considered a material breach of this Lease. Other charges can include the following.

A. Maintenance Charges – The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members, pets or guests. When the WHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service based on the actual cost to the WHA for the labor and materials needed to complete the work. Information, relating to the levying of damage charges, is posted for inspection in the Housing Services Building located at 332 N. Riverview, Wichita, Kansas 67203.

B. ~~**Installation Charges – The actual cost to the WHA for installing Tenant supplied appliances**~~.

C. Late Charges – A charge of $15.00 for rent, repayment agreement payments or other charges paid after the sixth calendar day of the month. The WHA shall provide written notice of the amount of any charge in addition to rent.

D. Pest Control Charges - Services where pest infestation is caused by the Tenant.

4. <u>Security and Pet Deposit(s)</u>

A. Security Deposit - At the execution of this Dwelling Lease Agreement, Tenant agrees to pay and deposit with the WHA the sum of $ to be held by the WHA and which may be applied at the option of the WHA to the payment of accrued rent, to the amount of any damages which the WHA may suffer by reason of Tenant's damage to the property, reasonable wear and tear excepted, and/or noncompliance with K.S.A. 58-2555, as amended, of the Kansas Residential Tenant and Landlord Act, and Tenant's obligations under the terms of this Dwelling Lease Agreement. The payment of the security deposit may be made in full or by payments of $ upon occupancy and $ per month for the succeeding months until paid in full. If the WHA proposes to retain the security deposit or any portion thereof for expenses, damage or other legally-allowable charges under the provisions of this Dwelling Lease Agreement, other than rent, the WHA shall return the balance of the security deposit with interest to Tenant within fourteen (14) days after determination of the amount of such expenses, damages, or other charges, and in any event not later than thirty (30) days after the termination of the tenancy, delivery of possession and demand by Tenant. If Tenant does not make such demand within thirty (30) days after the termination of the tenancy, the WHA shall mail that portion of the security deposit due the Tenant to Tenant's last known address. Tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such security deposit at any time in lieu of payment of rent. It is agreed if Tenant attempts to do so, the security deposit shall be forfeited and Tenant shall pay WHA the rent due as if the deposit had not been applied or deducted from the rent. If WHA retains the security deposit or any portion thereof, WHA will give Tenant a written statement of any such costs for damages and/or other charges.

B. Pet Deposit - Tenant agrees to pay and deposit with WHA the sum of $ to be held by the WHA commencing the day the pet deposit is paid in full and which is to be applied to pet damages. Said pet deposit is to be refunded if there are no pet damages within thirty (30) days of Tenant's exit of the residential unit or Tenant proves he or she no longer has a pet. Tenant can be evicted for violation of the Pet Policy.

5. <u>Termination of the Lease</u>

A. By the Tenant - A Tenant who is not in default under any of the terms of this Dwelling Lease Agreement, or in the event of Tenant's death, any adult member of his or her family, may terminate this lease on the last day of any month by giving a minimum of thirty (30) days prior notice in writing to the WHA accompanied by payment in full of all rent to such termination date. Tenant specifically agrees to leave the dwelling unit in as clean and good condition as when Tenant took possession, reasonable wear and tear excepted, and to return the keys to the WHA when Tenant vacates.

B. By the Wichita Housing Authority - The WHA strictly enforces a zero tolerance policy for all violations of the Dwelling Lease Agreement. This lease may be terminated by the WHA at any time for cause, such as but not limited to nonpayment of rent and possession, an action of forcible detainer, nonpayment of reasonable charges (other than normal wear and tear), any violation of the Lease terms, fraud, serious or repeated interference with the health or safety of other Tenants or WHA employees, serious or repeated damage to the premises, creation of physical hazards on the premises, for criminal activity which threatens the health, safety or right to peaceful enjoyment of WHA's premises by other residents, or any drug related criminal activity by any household member or guest on

WHA premises, without regard to the status of any criminal charges. The WHA shall give fourteen (14) days written notice of the proposed termination of the Lease if said termination is caused by Tenant's failure to pay rent. The WHA shall give thirty (30) days written notice of the proposed termination of the Lease if said termination is for any other reason.

This lease may also be terminated if the WHA determines that Tenant's household income has increased to an amount in excess of 80% of the Wichita area median income per family size, which is the limit for continued occupancy under this program as provided in 24 CFR 960.261, [and the income increase has been for a continuous period of at least 180 days.] The WHA shall provide Notice of such condition to Tenant, and Tenant agrees to move from the Dwelling Unit within ninety (90) days from the date of the Notice by the WHA to Tenant and this Lease Agreement shall terminate upon such removal. If Tenant is unable to locate housing within ninety (90) days and can document his/her search efforts, the WHA may extend Tenant's deadline to vacate for no more than an additional ninety (90) days to provide additional time to search for replacement housing.

Failure of a family member to comply with community service or self-sufficiency requirements is grounds for non-renewal of the Lease and termination of tenancy at the end of the one year lease term. The WHA may terminate the tenancy if the family fails to accept the WHA's offer of a revision to this Lease.

If the WHA elects to terminate this lease for reasons other than nonpayment of rent or charges and possession, an action of forcible detainer or any criminal or drug related activity by a household member or guest in or around WHA premises, Tenant has the right to request a private conference within ten (10) days from the date of the Notice under the grievance procedure specified in Section 17 and be given an opportunity to reply to the Notice. If the issue is not resolved at the private conference and proceeds to grievance hearing or court trial concerning eviction, Tenant has the right to examine WHA documents directly relevant to the termination or eviction and to copy said documents at Tenant's expense. Requests for copies of WHA documents shall be made to the Official Records Custodian in accordance with City of Wichita Administrative Regulation No. 79. Any documents not provided to the Tenant, upon Tenant's request, may not be used by WHA in the grievance proceeding. The tenancy will not be terminated until completion of the grievance procedure, where applicable. If WHA is not required to afford Tenant the opportunity for a hearing under the grievance procedure, the Notice of Lease Termination shall state:

1) Tenant is not entitled to a grievance hearing on the termination; and
2) The court eviction procedure used by WHA has been determined by HUD to provide the opportunity for a hearing which contains the basic elements of due process as defined in HUD regulations.

The WHA may evict the Tenant only by bringing a court action. If lease termination proceedings are initiated for nonpayment of rent and/or for nonpayment of other reasonable charges, the balance due on any repayment agreements entered into for such sums will immediately become due and payable.

If the Tenant is in serious or repeated noncompliance with any term of this Dwelling Lease Agreement the WHA will also notify Tenant of the same by delivering a written notice to Tenant, again specifying the act or omission constituting the breach, and informing Tenant the Dwelling Lease Agreement will terminate upon a date specified in said notice which shall not be less than thirty (30) days after receipt of the notice, other than for nonpayment of rent. Said notice will also advise Tenant that the Dwelling Lease Agreement will then terminate as of the date provided in said notice if Tenant fails to remedy said breach within fourteen (14) days, except where the breach is remediable by repairs or the payment of damage or otherwise, and Tenant adequately initiates a good faith effort to remedy the breach prior to the date specified in the notice. Written notification of the above is sufficient if delivered in accordance with Section 10 of this Lease.

In the event of termination of this Dwelling Lease Agreement as provided in this Section, Tenant shall immediately give peaceable possession of the premises at such time specified in the notice and will remove all of Tenant's property from the premises. If Tenant fails to remove any of his or her household goods, furnishings, fixtures or any other personal property, WHA may remove or cause said property to be removed and disposed of as provided by law. Tenant shall remain obligated to the WHA for all damages to which WHA may be entitled, including that of past due and future rent which may be caused by Tenant's breach of any of the covenants and conditions of the Dwelling Lease Agreement. Upon termination of this Lease, any property of any kind left in or on the premises by Tenant shall be deemed to have been abandoned and WHA will secure the unit as appropriate and dispose of such property as provided by law.

6. <u>Possessions, Inspections and Inventory</u>

Tenant shall have the right to possession on and after the first day of the term defined in this Dwelling Lease Agreement, and such right of possession shall remain with Tenant until the end of said term, unless otherwise terminated as provided herein. Should WHA fail to deliver possession of the premises to Tenant upon the first day of the term of this Dwelling Lease Agreement, Tenant may terminate this Dwelling Lease Agreement upon five (5) days written notice to WHA. At a time during normal business, to be agreed upon by Tenant and WHA, Tenant and a representative of the WHA shall, jointly inspect and inventory the premises. Duplicate copies of the inspection inventory shall be signed by the WHA representative and Tenant with each receiving a copy. The inspection inventory shall consist of a written record detailing the condition of the premises and any furnishings or appliances provided as a part of the premises leased. Photographs may be taken at entrance and exit inspections for the Tenant file and 45 day inspections may be conducted and photographs taken as necessary.

Thirty (30) days' written notice effective the last day of the month is required to vacate the premises. The notice, in any event, must be received no later than the 6th day of the month. Upon surrender of the premises, Tenant and WHA representative shall jointly make and sign an exit inspection and inventory of the premises similar to the entrance inspection and inventory made at lease up, in

duplicate, with each retaining a copy of the inspection and inventory. At the time of termination of possession, and at such time as the exit inspection/inventory is made, WHA will notify Tenant in writing of any charges for which Tenant is responsible.

7. Utilities and Appliances

The WHA agrees to furnish to Tenant at Greenway Manor and McLean Manor hot water, dwelling heating or cooling water, and domestic water without additional charge to Tenant. The WHA agrees to furnish to Tenant a kitchen range and refrigerator at Greenway Manor, McLean Manor, Bernice Hutcherson and Rosa Gragg complexes without additional charge to Tenant. The WHA agrees to furnish trash service to Tenant without additional charge to Tenant.

Tenant agrees that the monthly utility allowance established for the premises does not include the use of any other appliances or equipment, and that the use of any others and/or excessive use over the monthly allowance will not increase the established allowance for this purpose. Tenant agrees that he or she will pay the utility companies directly for any utility consumption and Tenant allowances will be deducted from the Total Tenant Payment. The WHA shall not be responsible or liable for failure to supply any of the above services for any cause beyond its control.

Tenant agrees to furnish and purchase in a household member's name electric, gas (except at Greenway Manor and McLean Manor) and water utilities from the local utility companies and to at all times maintain such utility service to the dwelling. If the Tenant account with such utility becomes delinquent, or if for any reason he or she is unable to furnish these utilities, Tenant will immediately notify the WHA. If Tenant fails to purchase and furnish said utilities (electricity, gas and water, if applicable) for said property and premises for any reason that is not beyond his or her control, Tenant agrees to be liable for and will be charged for any damage or maintenance resulting from:

A. failure to maintain sufficient heat to prevent the freezing of piped water;
B. failure to provide a continuous supply of water for operation of the sewage systems; and
C. failure to properly clean and maintain the house and yard.

In addition, if any utilities are disconnected for non-payment, to avoid eviction Tenant must have them restored within the following time period: fourteen (14) days (May 15 - September 30); three (3) days (October 1 - May 14).

8. Subletting

Tenant shall not sublet or assign the premises or any part thereof to any person whatsoever. In the event of an assignment or subletting in violation of this Section, the assignee or subtenant shall have no better standing than that of a trespasser. Tenant shall not provide accommodations for boarders or lodgers. Anyone not listed on the Dwelling Lease Agreement is not allowed to use a Tenant's address for any purpose, including, but not limited to, using the address for mailing purposes without express written approval of the WHA.

9. Right of Re-entry

WHA staff may enter the premises rented to Tenant at any time when such entry is made necessary by an extreme hazard involving potential loss of life or severe property damage, without notice to Tenant. At all other times, WHA staff may enter the premises rented to Tenant at reasonable hours, after reasonable notice to Tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagors, Tenants, workmen or contractors. In the absence of adult family members, WHA staff will enter the unit to complete repairs and will leave a written statement in the unit specifying the date and purpose of the entry.

10. Maintenance

A. Obligations of the City of Wichita Housing Authority - Except where prevented by an act of God, the failure of public utility services or other conditions beyond the WHA's control, WHA shall maintain and make necessary repairs to the dwelling unit and common areas in a decent, safe and sanitary manner including all of the electrical, plumbing, sanitary, heating, ventilating and air conditioning facilities and appliances supplied by the WHA. The WHA will provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish and other household waste, except for automotive parts and fluids. The WHA will comply with the requirements of applicable housing and building codes and HUD regulations affecting health and safety.

B. Obligations of the Tenant - Tenant shall maintain and keep the premises occupied and used by Tenant as clean and safe as the conditions of the premises permit, including, but not limited to, plumbing fixtures, and shall be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of Tenant, or by any person or animal or pet on the premises at any time with the knowledge or consent of Tenant. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and shall not engage in any conduct or allow any person, or animal or pet on the premises with the express or implied permission or consent of Tenant to engage in conduct which disturbs the quiet and peaceable enjoyment of the premises by other Tenants.

Tenant assures that any household member or guest, or other person under Tenant's control shall not engage in criminal activity which threatens the health, safety or peaceful enjoyment of the premises by other residents or WHA employees; or engage in any drug related criminal activity on or near the premises. Tenant shall use reasonable care to keep his or her dwelling unit in such condition as to prevent health or sanitation problems from developing. Tenant shall notify WHA promptly of needed repairs to his or her dwelling unit, and of known unsafe conditions that may lead to damage or injury. Except for normal wear and tear, Tenant agrees to be responsible for damages to the leased premises caused by Tenant, family members or guests, and shall pay reasonable charges for

repairs. The cost incurred by WHA to repair those damages, based on time and materials, shall be billed to Tenant and shall specify the item(s) of damage involved, repair made by WHA and the cost thereof. Payment for maintenance charges shall be due and payable upon thirty (30) days after date specified in the billing notice. If Tenant makes an appointment or requests weekend or holiday overtime services and is not home when maintenance personnel arrive, a $25 trip charge will be billed at the discretion of the WHA. If furniture or appliances must be moved in order for maintenance personnel to complete a task, it is the responsibility of Tenant to move these items.

Tenant shall be responsible for seasonal maintenance and proper maintenance of the yard, inclusive of mowing in single family housing. If Tenant is disabled, a household member shall be responsible for such maintenance.

11. Notices

All notices, unless otherwise provided herein, and all service of process to be made by, or on behalf of, Tenant to and on the WHA shall be delivered to the Wichita Housing Authority, 332 N. Riverview, Wichita, Kansas 67203. All notices to Tenant shall be delivered or mailed by First Class Mail to the address of Tenant as set out in this Dwelling Lease Agreement, or to such other address as Tenant may notify WHA in writing prior to the time such notice is deemed necessary by WHA. Notices to the visually impaired will be in an accessible format. Tenant shall give WHA notice of any anticipated extended absence in excess of seven (7) days, which notice shall not be later than the first day of the extended absence.

12. Occupancy and Use of the Premises, Rules and Regulations

A. General Rules and Regulations - Tenant agrees to abide by such necessary and reasonable regulations as may be promulgated by WHA for the benefit and well-being of other tenants. WHA may allow incidental profit-making activities by Tenant such as child care, if certain criteria are met. Tenant must request in writing permission from the WHA to conduct such profit making activity out of their dwelling unit and receive written approval from the WHA to do so prior to beginning the activity. All income received from such profit-making activities must be reported to the WHA, in writing, and will be utilized in rent determination. Upon WHA approval, all federal, state, and local regulations, including but not limited to building and health codes, licensing and insurance shall be met. In addition, the unit must remain as the actual primary residence of Tenant and the profit-making activity must be "incidental" to the primary residential use.

Tenant shall use the premises as a private residence for Tenant and members of his or her immediate family only, and shall not display signs or advertisements on the premises, or place or keep anything on the outer windowsills, or keep or permit dogs, cats, or other animals therein without first notifying the WHA and paying the applicable deposit. Tenant shall keep the entrance free from obstructions and shall allow nothing to remain in such areas which will inconvenience or endanger other tenants who may use such area. Tenant agrees to live in a peaceable manner, respecting the rights of his or her neighbors to privacy and quiet.

Tenant agrees to provide WHA with accurate and full information necessary to accomplish the federally-required annual review of family composition and income for rent and eligibility purposes within sufficient time to meet the anniversary date. Tenant, unless exempt, agrees to provide third party verification to the WHA documenting compliance with the Community Service and Economic Self-Sufficiency Program for eight (8) hours per month of WHA approved community service, participation in an WHA approved self-sufficiency program or the combination of both. Tenant agrees to transfer at their expense to a larger or smaller unit within the program if the family composition reflected in the annual review is not in accordance with duly adopted occupancy standards established for each unit size. Due to the bedroom size needed, Tenant may be required to transfer out of their current development if said development does not have an appropriate sized unit.

Tenant agrees that visitors and guests of Tenant may stay in said dwelling unit for a period not to exceed a total of thirty (30) days per calendar year under the following conditions:

1) Tenant must report such guests to the WHA.
2) The presence of such guests shall not result in overcrowding as defined by WHA's published policies.
3) Criminal activity by any guest or person under the Tenant's control is grounds for eviction.

This Lease and any documents incorporated herein by reference, together with any future adjustments of rents or changes in dwelling units, evidences the entire agreement between WHA and Tenant. WHA reserves the right to make new policies and to amend those policies in existence. No substantial change or modification to this Dwelling Lease Agreement shall be made except in writing, signed and dated by both parties; provided, however, whenever applicable federal, state or local law contravenes this Dwelling Lease Agreement, they shall supersede the provisions of this Lease without regard to whether or not such amendments have been made to this Lease.

With respect to occupancy and accommodation of a disabled person, to the extent necessary, an opportunity will be provided for a disabled person to use and occupy the dwelling unit equal to a non-disabled person. In addition, at any time during tenancy, Tenant may request reasonable accommodation of a bona fide disability of a household member, including reasonable accommodation so Tenant can meet lease requirements or other requirements of tenancy.

WHA may at its discretion, consent to live-in aides and foster children residing in the unit. It is agreed, however, that Tenant will request such permission in writing and will receive a written response in a timely manner. It is further agreed that prior to the addition of live-in aides or foster children, Tenant must be transferred to a unit of appropriate size upon availability of such unit. Under no circumstances will the WHA authorize an overcrowded situation.

B. Specific Rules and Regulations - Tenant agrees to abide by the following rules and regulations. The reference to the term “Tenant” includes Tenant, a member of the Tenant’s household, a guest, or other person under the Tenant’s control and violation

of any of the provisions of this section of the Dwelling Lease Agreement by Tenant, a member of the Tenant's household, a guest, or other person under the Tenant's control may be grounds for termination of the lease pursuant to Section 5 of the Agreement.

1) Tenant shall conduct himself/herself and cause other members of his or her household, pets, and guests, visitors, employees and any other persons who are on or about the Premises with Tenant's consent, to conduct themselves in a manner which will not:
   a) threaten, harass, injure, endanger or unreasonably disturb the health, safety, or right of peaceful enjoyment of their property by any other resident(s) neighbor(s), WHA employee or any other person lawfully upon the WHA's property or residing in the immediate vicinity of the WHA's property, including participating in any act or threat of violence, against residents, neighbors, WHA employees or others or any act causing damage to the person or property of any residents, neighbors, WHA employees or others;
   b) interfere with the job responsibilities of, or in any way threaten WHA employees, authorized vendors, service personnel or other representatives of the WHA or the City of Wichita;
   c) violate the civil rights of any other resident, guest, WHA employee, or other person lawfully on WHA property; or
   d) perform or participate in the manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a Controlled Substance.

2) Tenant and members of his or her household, pets, guests, visitors and employees shall comply with all federal, state, and local laws, statutes, ordinances, rules and policies affecting the use or occupancy of the premises and with all rules and regulations now or hereafter adopted by WHA for the safety, health, comfort and welfare of the occupants and Tenants of the WHA.

3) Tenant and members of his or her household, guests, visitors and employees shall comply with all federal, state, and local laws and ordinances regarding licensing, traffic speed and parking of all motor vehicles on WHA project premises and boundary streets and shall pay all applicable city, county, state and federal fees.

4) Tenant shall not park inoperative or unused motor vehicles or parts thereof, in parking spaces or within the boundaries of the WHA project.

5) Tenant shall not instigate, perpetuate, or take part in any feud caused by differences between families, or by taking up children's
arguments and fights or disputes between families.

6) Tenant shall not create or permit to be created any act of nuisance which would interfere with the welfare, health, comfort and safety, or would annoy, embarrass, inconvenience or damage other WHA Tenants and occupants, such as, but not limited to, unauthorized pets, loud radios, televisions, tape recorders, phonograph record players, disc players, or other interference of noise, and profanity.

7) Tenant shall not throw or permit to accumulate any articles of the following nature on the WHA premises: newspapers, papers, bottles, sticks, tin cans, rags, broken toys, and refuse, debris of any nature or discarded furniture and appliances. Appropriate charges and remedies may be taken by the WHA when Tenant fails to comply with this condition.

8) Tenant shall be responsible to see that all trash and garbage is deposited in designated containers and appropriate receptacles. Boxes will not be piled or discarded on the outside of the premises; boxes are to be folded or broken up and placed in the trash containers.

9) Tenant shall not start fires on the WHA premises and shall take every precaution to prevent fires.

10) Tenant must immediately report to the WHA and the appropriate health authority officials any case of infectious or contagious disease occurring in or on the premises.

11) Sidewalks, passages, public halls, stairways and vestibules shall not be obstructed, nor be used for any purpose other than entrance to or exit from dwellings. No baby carriages, bicycles, motorized scooters or any other pedestrian conveyance shall be allowed to stand in public halls, passageways, courts, or gardens.

12) Tenant shall not make any alteration to the premises or the equipment or property therein, and shall not install any additional locks or fixtures without the prior written consent and approval of the WHA.

13) Tenant shall not utilize more than one-half of the rear yard and none of the side or front yard as a vegetable garden. Tenant shall not allow plants to grow on any fence or any portion of the dwelling unit. In addition, the rear garden will not be planted so as to interfere with the sewer clean-out. Tenant is responsible to restore the yard to its original condition before the garden was planted prior to vacating the premises.

14) Tenant shall not use or keep flammable materials on the premises or in storage rooms, or use any method of heating, cooking or lighting other than that approved and consented to by the WHA.

15) A single-family dwelling Tenant shall cut grass and other growth in the front, sides, rear including areas between the street and sidewalk of his or her dwelling at regular intervals during the growing season, and shall not permit grass or weeds to grow to a height greater than three inches and shall comply with all city ordinances regarding the growth of grass and weeds within the City of Wichita. If Tenant has been notified of a violation and has failed to cure the violation, WHA may mow the grass at Tenant's sole expense. Tenant will trim all shrubbery surrounding the premises. Removal of said shrubbery is not permitted without prior written consent of the WHA.

16) A single-family dwelling Tenant shall furnish garden hoses of sufficient length to adequately cover lawns, shrubs, and trees, and shall be responsible for the proper watering of those items, as well as trimming of lawns.

17) Tenant shall use no nails, bolts, screws, cement or other fasteners in laying carpets, rugs, or linoleum on the floors, doors, or trim, and no electrical wiring shall be done by Tenant without prior written consent of the WHA.

18) Tenant shall not use the plumbing or electrical equipment for any purpose other than those for which they were designed.
19) Tenant shall not permit any marking of interior or exterior walls with pencils, crayons or other materials.
20) Tenant will not use or cause to be installed any awnings, window guards, fences or trellises without the prior written consent of the WHA.
21) No article of any description with the exception of curtains and mini blinds shall be hung from the windows or doors or placed on the windowsills. Nothing whatsoever shall be thrown from the windows or swept or thrown out of the doors of any dwelling.
22) The WHA, in all cases, shall retain the right to control and prevent access into the common building and grounds of all persons whom it considers undesirable.
23) Tenant shall not use nails, tacks or other objects of any kind on the exterior siding. Nothing shall be hung from the siding nor shall it be defaced in any way.
24) Tenant shall not keep pets on the WHA property unless Tenant has paid a pet deposit for the same, has executed and complied with the pet policy, and had the pet policy incorporated as a part of their Lease.
25) Tenant, or a member of Tenant's household, Tenant's guest(s), or any other person(s) under Tenant's control shall not engage in the unlawful use and/or unlawful possession on WHA property of guns, firearms (operable or inoperable) or explosive devices. Illegal discharging of firearms on WHA property, illegal possession of a weapon or ammunition and/or possession of an illegal weapon or ammunition will result in lease termination.
26) Tenant shall pay a $15.00 late fee on rent paid on the 7th day of the month.
27) Tenant shall pay a $25.00 trip charge if Tenant fails to keep a scheduled maintenance appointment.
28) Tenant shall ensure that all of the school-aged children named on the Dwelling Lease Agreement attend school regularly, with the exception of a death, serious injury or the child who attains the age of 16 years who files a written statement with the WHA declaring the intent to terminate school enrollment.
29) Tenant shall not permit household members who are minor children of school age to loiter upon WHA property during school hours.
30) Tenant shall not erect or hang any radio antenna, television antenna or satellite dish on or from any part of the Dwelling Unit. Any such antenna or satellite dish must be mounted on a pole and may not exceed 60 inches in height.
31) Tenant shall not engage in alcohol abuse to the extent that such abuse interferes with the health, safety, or right to peaceful enjoyment of property by other WHA tenants or neighbors of Tenant.
32) Tenant shall not consume or possess an open container of alcoholic beverage in the public areas of the community including, but not limited to, the common areas, grounds, parking areas hallways, etc.
33) Tenant shall not invite or allow on the premises or into Tenant's unit anyone who to Tenant's knowledge (a) has been banned from the leased premises or any other WHA property, (b) has been issued a trespass notice, (c) has engaged in criminal activity or other activity that adversely affects the health, safety, and peaceful enjoyment of the community, or (d) is currently engaging in criminal activity.
34) Tenant shall comply with all terms and provisions of the WHA's currently effective Pet Policy.
35) Tenant shall comply with all terms and provisions of the WHA's Community Service Policy.
36) Tenant shall comply with all terms and provisions of the WHA's currently effective Integrated Pest Management Policy.

13. Holdover

If the Tenant remains in possession without the written consent of the WHA at the expiration of this Dwelling Lease Agreement or its termination, the WHA may bring an action for possession, and upon showing that Tenant's holdover is willful and not in good faith, the WHA may recover in addition to possession, an amount equal to one and one-half (1-1/2) times the actual damages sustained by the WHA, whichever is greater. If Tenant remains in possession after the expiration date of the term of this Dwelling Lease Agreement with the WHA's written consent, Tenant shall be considered as a tenant from month-to-month, subject to all other conditions of this rental agreement which are not inconsistent with the month-to-month tenancy.

14. Destruction or Substantial Damage to the Premises

If the premises are damaged or destroyed by fire or casualty to such an extent that the use and habitability of the premises is substantially impaired, Tenant will vacate the premises immediately and terminate any further obligations under the Dwelling Lease Agreement within five (5) days thereafter. WHA may provide appropriate alternative accommodations in the event that damages are not the fault of Tenant.

If partial and minor damage occurs which is not the fault of Tenant, Tenant may vacate any part of the premises rendered unusable by the fire or casualty. In case of such partial surrender, Tenant's liability for rent shall be reduced in proportion to the reduction in the fair rental value of the premises.

15. Notice of Defects and Abatement

Tenant agrees to immediately notify WHA of damage to the premises which renders the unit hazardous to the life, health or safety of the occupants. WHA agrees to repair the unit within a reasonable time and may offer reasonable standard alternative accommodations, where necessary repairs cannot be made within a reasonable time. Tenant's rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit in the event that repairs are not made within a reasonable time and

alternative accommodations could not be provided. No abatement of rent shall occur if Tenant unreasonably rejects the alternative accommodation or if the damage was caused by Tenant, Tenant's household members or guests who are on the premises with Tenant's consent. If damage was caused by Tenant, Tenant's household members, or guests, the WHA may seek to terminate the Lease.

16. Insolvency

In the event of bankruptcy, insolvency or any receivership on account of or resulting in insolvency on the part of the Tenant, or in the event of any assignment for the benefit of creditors, or in the event of execution of any contract of any kind, having for its general purpose the liquidation of the Tenant's business affairs for the benefit of creditors which results in the discharge of any debt due and owing the WHA, this Agreement and all rights hereunder may be immediately cancelled, terminated and forfeited to the WHA, if deemed appropriate, and shall under no circumstances pass to any trustee in bankruptcy, receiver, assignee for the benefit of creditors, or other person acting in a similar capacity, without the express written consent of the WHA. In any such event, WHA may, in its discretion, be entitled to the immediate, peaceable possession of the premises, if deemed appropriate.

17. Determination of Rent, Dwelling Size and Eligibility

A. Rent, as fixed in Section 2 hereof or as adjusted pursuant to the above, will remain in effect for the period between the regular recertification unless during such period:

1) Tenant's income from all sources, or family size, increases or decreases. It is agreed by Tenant that all such changes will be reported to the WHA in writing within ten (10) days of its occurrence; or
2) It is found and determined that Tenant has misrepresented to the WHA the facts upon which his or her rent is based, so that the rent he or she is paying is less than he or she would have been charged if the facts had been represented correctly. If this is the case and this determination is made, the increase in rent shall be made retroactive, and the Tenant hereby agrees to pay the difference between the rent that was paid and the greater amount of rent that should have been charged ("Retro-rent") within ten (10) days after the Tenant gets a written notice concerning Retro-rent. If the WHA determines the Tenant committed fraud, the Tenant may be subject to termination or non-renewal of the Dwelling Lease Agreement and the potential referral of the matter to applicable federal, state and local authorities.

A family residing in Public Housing shall be given the opportunity to choose between the rent option of flat rent or income-based rent. Flat rent is the established maximum rental amount by bedroom size. Income-based rent is the rental amount calculated on the level of Tenant's income, which is the higher of 10% of monthly income or 30% of monthly adjusted income less the applicable utility allowance.

An annual recertification shall be made each year on a date established by the WHA, or more often if determined necessary by the WHA. Tenant agrees to furnish accurate information to the WHA as to family income, family size, assets, employment and compensation and social security numbers as applicable, for use by the WHA in determining the rental amount, and whether the dwelling unit is still appropriate for Tenant's family size.

In the event of any rent adjustment as provided above, the WHA will mail by First Class Mail or deliver a Notice of Rent Adjustment to Tenant in accordance with Section 11 of this Dwelling Lease Agreement. In the event of a rent decrease, the adjustment will become effective the first day of the following month. In the event of a rent increase, the adjustment will take effect the first day of the second following month, unless the rent increase results from a finding of misrepresentation under Section 17(A)(2). Tenant may ask for an explanation stating the specific grounds for the rent determination. If Tenant does not agree with the determination, he or she shall have the right to request a Private Conference under the WHA Grievance Procedure.

B. If the WHA determines that the size of the dwelling unit is no longer appropriate to Tenant's needs, the WHA may amend this Dwelling Lease Agreement by notice to Tenant in accordance with Section 11 hereof, and Tenant agrees and may be required to relocate to another dwelling unit within the WHA's inventory of properties at Tenant's expense, giving Tenant a reasonable time within which to relocate. Tenant will be provided one (1) unit offer of the appropriate size. If Tenant rejects such offer, a thirty (30) day Notice may be issued to vacate the premises. If Tenant disagrees with this transfer offer, he or she has the right to request a hearing under the grievance procedure. If Tenant accepts such unit offer, a new Lease will be executed with the WHA for the new unit and premises.

C. If the WHA determines that Tenant's income has increased, the monthly rental will be increased in accordance with the approved Schedule of Rents. The WHA will notify Tenant of the rent adjustment in accordance with Section 10 thereof.

18. Domestic Violence, Dating Violence, Stalking

The following provisions are applicable to situations involving actual or threatened domestic violence, dating violence or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in the Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

A. Termination of Tenancy.

1) An incident or incidents of actual or threatened domestic violence, dating violence or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2) Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the Tenant's household, a guest, or other person under the Tenant's control, shall not be cause for termination of tenancy or

occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence or stalking.

3) Notwithstanding anything to the contrary contained in this agreement, the WHA may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat that may result to other tenants or to those employed at or providing service to the property in which the unit is located, if the Tenant's tenancy is not terminated.
4) Further, nothing in this section shall prohibit the WHA from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence or stalking against the Tenant or a member of the Tenant's household for which protection against termination of tenancy is given in this agreement. However, in taking any such action to terminate tenancy, the WHA shall not apply a more demanding standard than is applied to other Tenants.

B. **Bifurcation of Lease**. Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), the WHA may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. The WHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

C. Certification. If the Tenant or another lawful occupant of the household, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, the WHA may request the individual to provide a certification. The certification may be provided in one of the following forms:

1) A HUD-approved form ,supplied upon request by the WHA, attesting that the individual is a victim of domestic violence, dating violence or stalking and that the incident(s) in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident(s) in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or
3) A federal, state, tribal, or local police report or court record, describing the incident(s).

The certification must be delivered to the WHA Property Manager within 14 days after the request for Certification is received. If the certification is not delivered within the 14-day period allowed, the provisions of this section will not apply and the WHA may elect to terminate tenancy and evict without regard to the protections provided in this section.

D. Confidentiality. Information provided to the WHA concerning incident(s) of domestic violence, dating violence or stalking shall be retained in confidence and disclosed only as permitted by applicable law.

19. <u>Grievance Procedure</u>

All grievances or appeals arising under this Dwelling Lease Agreement shall be processed and resolved pursuant to the WHA Grievance Procedure which is in effect at the time such grievance or appeal arises, which procedure is posted in the WHA's Office and incorporated herein by this reference. The WHA may terminate tenancy without a grievance hearing for non-payment of rent and possession, an action of forcible detainer, and criminal activity or drug related activity by the Tenant, any household member or guest.

20. <u>Changes and/or Modifications to the Lease</u>

This Dwelling Lease Agreement, and any amendments, attachments or exhibits hereto, together with any future adjustment in rent, amendments, modifications or changes to the Lease, evidence the entire agreement between the WHA and Tenant. Any schedules, attachments, exhibits, or amendments which may be annexed to this Lease are hereby incorporated herein as though set out in full. All changes, modifications, or amendments to the Dwelling Lease Agreement shall be accomplished through a written rider signed, executed and dated by all parties involved. For any such amendment, change, modification or addition, attachments will be prepared and made a part of this Dwelling Lease Agreement, all copies of which shall be signed, executed and dated by the WHA and Tenant, or a new Dwelling Lease Agreement may be executed by the WHA and Tenant, thereby replacing the existing Dwelling Lease Agreement with the new Dwelling Lease Agreement.

21. <u>Non-Waiver of Rights</u>

The failure of the Wichita Housing Authority to exercise any right or remedy as provided in this Dwelling Lease Agreement shall not affect the right to do so at any later date for similar or other causes.

21. <u>Severability</u>

In the event that a court of competent jurisdiction invalidates any portion of this Dwelling Lease Agreement, that portion shall be severed and the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Dwelling Lease Agreement this day of , **2016** .

CITY OF WICHITA HOUSING AUTHORITY

By:_____
Brad Snapp
Assistant Director

By:_____

Property Manager

TENANT

_____
Head of Household

_____
Spouse/Co-tenant

Rev. 3/15/2016

Agenda Item No. II-29

City of Wichita
City Council Meeting
March 15, 2016

TO: Wichita Airport Authority

SUBJECT: Ridge Road and Harry Street Utility Extensions
Supplemental Agreement No. 1
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: On November 20, 2015, a design contract with Professional Engineering Associates (PEC) in the amount of $22,738 was approved for design of the utilities needed to serve tenant development areas near Ridge Road and Harry Street on Eisenhower National Airport. Due to subsequent additional tenant development in the vicinity, the scope of the design work needs to be expanded to the east to include utilities for the Airport Road and Harry Street area.

Analysis: The cost of the expanded design work is $16,252. Additionally, the construction phase services from PEC for contract administration and resident engineering services are for a not to exceed amount of $46,875.

Financial Considerations: The cost of the supplemental agreement is $63,127. Funding is available within the established project budgets.

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

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

Attachment: Supplemental Agreement No. 1.

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 November 13, 2015 covering Consulting Services to be provided by the CONSULTANT in conjunction with the Ridge Road Utility Extensions at the Dwight D. Eisenhower National Airport; and

WHEREAS, Article I, Exhibit B Phase III – Construction Related Services Phase of the existing Agreement provides that the Scope of Services and Payment to the CONSULTANT for furnishing Construction Phase Services for the Ridge Road and Harry Street Utility Extensions, City of Wichita Project No. 452-424-2 hereinafter called the "PROJECT" shall be established by Supplemental Agreement; and

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

The Scope of Services shall be modified to include the following:

I. SCOPE OF SERVICES

A. ADDITIONAL DESIGN SERVICES

1. Provide scope adjustments for the following:

a. Water and Sanitary Sewer design to serve Parcel 43

b. Civil Bid Phase Services

c. Medium Voltage design to serve Parcel 43

d. Design of replacement manhole top southwest of Hangar 28

e. Communication design for 1962 Midfield Road

f. Staking of utility conflicts for Parcel 43 utilities

g. Potholing of utility conflicts for Parcel 43 utilities

h. Staking of KGS Gas Line installation alignment.

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

1. During Construction Provide the Following:

a. Assist in conducting Pre-Construction Conference.

b. Prepare estimate forms for periodic payment to the Contractor.

c. Receive and review Contractor's shop drawings, and material certifications.

d. Receive and review Contractor's construction schedule, safety plan, shop drawings, and material certifications.

e. Make periodic visits to the PROJECT site to determine Contractor's progress and general character of the work.

f. Consult with the Resident PROJECT Representative regarding interpretations or clarifications of the plans and specifications.

g. Provide CONSULTANT's decision in accordance with the contract documents on questions regarding the work.

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. Review, approve and forward undisputed requests for payment to the Owner within seven business days of receipt from the Contractor.

k. Attend Final Inspection of the work and develop a punch list where applicable.

l. Issue Certificate of Completion when the PROJECT has been completed.

m. Meet with OWNER as requested during construction to review progress.

2. After Construction Provide the Following:

a. Prepare a draft review set of black and white "black-line" Record Drawings for the Owner to review within 60 calendar days of Substantial Completion.

b. Deliver "Record" drawings to the OWNER in digital form (CD-ROM) within 30 days of receipt of the Owner's comments on the "black-line" drawings. Digital files shall be prepared using AUTO CAD methods and shall be delivered in a format acceptable to the OWNER. Project Specifications shall be delivered in digital file (MS Word) with the "Record" drawings.

C. CONSTRUCTION OBSERVATION SERVICES. Construction Observation duties will routinely be the responsibility of the CONSULTANT's Resident PROJECT Representative.

1. During Construction Provide the Following:

   a. Provide personnel acceptable to OWNER to perform nearly part time observation of approximately twenty (20) hours per week plus Saturday work and such supporting staff as may be required for the first eight (8) weeks during construction as part of shared time agreement with similar services on a nearby concurrent project (Airfield Pavement and Medium Voltage Infrastructure for Hangars 30 & 31) followed by nearly full time observation limited to forty (40) hours per week plus Saturday work and such supporting staff as may be required for the next two (2) weeks. Through the initial full and subsequent part time observations of the work in progress and field observations of materials and equipment by the Resident Project Representative, the CONSULTANT will endeavor to provide further protection for OWNER against defects and deficiencies in the work; but the furnishing of such Resident Project Representation shall not make CONSULTANT responsible for Contractor's failure to perform the construction work in accordance with the contract documents.

   b. Supervise inspection; check the construction activities to determine compliance with the construction contract documents; 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.

   c. Prepare elementary and supplementary sketches required and conduct preliminary negotiations necessary to resolve "changed" field conditions encountered.

   d. Review and forward all construction schedules, material certifications and detailed shop and erection drawings to CONSULTANT's Project Manager. Assist the Project Manager in evaluating the acceptability of all submittals.

   e. Review, analyze, and prepare recommendations for laboratory, shop and mill test reports of materials and equipment.

   f. Provide record drawing information to CONSULTANT's Project Manager for preparation of "Record" drawings on the completed work.

g. Review requests for monthly and final payments to the Contractor and forward same to CONSULTANT's Project Manager with recommendations for approval.

h. Prepare "Certificates of Completion" for review by CONSULTANT's Project Manager and submit same to the OWNER.

i. Prepare initial drafts and conduct preliminary negotiations for all Change Orders and Supplemental Agreements covering work on the PROJECT. Submit same to CONSULTANT's Project Manager for review and thenceforth to the OWNER for approval. Evaluate proposed changes for reasonableness regarding cost and time.

j. Provide on-site and local transportation for the Resident Project Representative and supporting staff to perform the duties as listed above.

k. Provide 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 and anticipated to be at the North Cargo Building Suite 400.

l. Attend and provide agenda for bi-weekly project meetings.

m. Meet with the OWNER as necessary to confer with respect to the duties and project services.

n. It is understood that the OWNER may assume responsibility of the Construction Observations Services before the conclusion of the forty-five (45) calendar days of contract time at which time the CONSULTANTS responsibilities for these services would end.

II. TIME OF SERVICES

A. ADDITIONAL DESIGN SERVICES

1. The CONSULTANT shall commence work on the PROJECT immediately following authorization by the OWNER to proceed and shall endeavor to complete the additional plans in accordance with the design schedule for the existing PROJECT.

B. CONTRACT ADMINISTRATION AND CONSTRUCTION OBSERVATION 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 the Contractor's requirement to fully complete the project within forty-five (45) calendar days of issuance of Notice to Proceed to the Contractor, and delivery of all PROJECT close-out items to the OWNER within 45 calendar days following Final Acceptance, exclusive of any delays beyond the control of the CONSULTANT.

III. EXCLUSIONS

A. Inspection and testing for activities associated with the Sanitary Sewer to serve Hangar Dynamix 1610 Airport Road, City of Wichita Project Number 2258 PPS (607861) as shown on sheet C100 to C103.

B. Inspection and testing for activities associated with the Water Distribution to serve Hangar Dynamix 1610 Airport Road, City of Wichita Project Number 1958 PPW (607583) as shown on sheet C200 to C205.

C. Material Testing.

D. Observation of contractor activities other than a single shift between 7:00AM and 7:00PM Monday through Saturday.

E. Work on Sundays, City holidays, or on Saturdays immediately following a Friday holiday or Saturdays immediately preceding a Monday holiday. If the contractor is granted permission to work on these days, staff will be available for observation but this work or any work beyond the single shift described above is eligible to be considered additional services.

F. Work beyond the first ten (10) weeks of construction.

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. ADDITIONAL SERVICES

1. Payment to the CONSULTANT for services provided as outlined in Paragraph I.A.1 ADDITIONAL DESIGN SERVICES shall be on a basis of a lump sum of $16,252.00 as detailed in Exhibit SA1-A.

B. CONTRACT ADMINISTRATION AND CONSTRUCTION OBSERVATION SERVICES

1. Payment to the CONSULTANT for services provided as outlined in Paragraphs I.A. and I.B. CONTRACT ADMINISTRATION and CONSTRUCTION OBSERVATION SERVICES shall be generally in accordance with Exhibit SA1-A attached, and shall be on the basis of PEC 2016 Standard Hourly and Unit Rates and shall not exceed $46,874.20.
2. In the event work requiring construction observation is authorized on Owner observed holidays, Saturdays, or Sundays labor shall be compensated at PEC 2016 Standard Hourly and Unit Rates for Saturdays on non-holiday weekends, Sundays, Holidays, and Saturdays on holiday weekends.

Total Fees for the project are $63,126.20.

C. ADJUSTMENT IN FEE

In the event the concurrent project (Airfield Pavement and Medium Voltage Infrastructure for Hangars 30 & 31) is not available to share fees for the equivalent

of a full time (40 hrs/week) resident inspector for eight of the first ten weeks the CONSULTANT shall be deemed to be performing additional work 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 the event the Contractor fails to complete the PROJECT within the specified Contract time, 45 calendar days from the Notice to Proceed for Construction for Substantial Completion, the CONSULTANT shall be deemed to be performing additional work 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.

The parties mutually agree that all provisions and requirements of the existing Contract are incorporated into this Supplemental Agreement unless modified herein. The parties agree that the original contract terms are similarly incorporated into Supplemental Agreement No. 1 and that the terms of the original agreement are re-adopted by this agreement.

The parties hereunto mutually agree that all provisions and requirements of the original Agreement not specifically modified by this Supplemental Agreement No. 1 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: _____
Robert Layton, City Manager

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: 3-1-16
Jennifer Magana
City Attorney and 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, P.E.
Executive Vice President

Attachment: EXHIBIT SA1-A: Additional Design Services Fee
EXHIBIT SA1-B: Construction Phase Services Fee

Project: Ridge Road Utility Extensions
Location: Wichita, KS
Airport: Wichita Dwight D. Eisenhower National Airport (ICT)

Exhibit SA1-A

Date: December 31, 2015

Additional Design Phase Services (Harry Street/Eck Hangar Utilities and 1962 Midfield Road)

ID	Work Description	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
1.00	**Civil Design**							
1.01	Prepare construction drawings for Water Line (PPW)	1	6		2	16		12
1.02	Prepare construction drawings for Sanitary Sewer Line (PPS)	1	5		2	14		10
1.03	Prepare specifications		2					
1.04	Construction Cost Estimate		2			4		
1.05	Attend Pre-bid		4					
1.06	Prepare addenda		4			4		4
1.07	Answer bidder questions		4			2		
2.00	**Electrical Design**							
2.01	Site Plan - Medium Voltage - Harry Street			8	4		2	4
2.02	Site Plan - Communication - 1962 Midfield Road			3			1	2
2.03	Details			1				1
2.04	One-Line Diagram			2	1			1
2.05	Site investigation of existing conditions - Harry Street			1				
2.06	Coordination with new Hangar project/plans			1				
2.07	Manhole Top Modification Detail			3				
2.08	QA/QC	1						
TOTAL		3	27	19	9	40	3	34

							CAD Machine HOURS as Expense
TOTAL HOURS =	3	27	19	9	40	3	34
HOURLY RATES =	$140.00	$125.00	$100.00	$85.00	$65.00	$60.00	$18.00
SUBTOTAL =	$420.00	$3,375.00	$1,900.00	$765.00	$2,600.00	$180.00	$612.00

TOTAL HOURS = 101

EXPENSES (Lump Sum):	QTY	
Pot Hole Utility Crossing (unpaved area) - $135/each	20	$2,700.00
Pot Hole Utility Crossing (gravel road surface) - $200/each	13	$2,600.00
Staking - Pot Hole	1	$500.00
Staking - Gas Line	1	$500.00
CAD hrs @ $18.00/Hour	34	$612.00
Printing		100
TOTAL =		$7,012.00

SUBTOTAL		$9,240.00
EXPENSES		$7,012.00
Design Phase TOTAL FEE (Lump Sum)		$16,252.00

Exhibit SA1-B

Project: Ridge Road and Harry Street Utiltiy Extensions
Date: 29 February 2016
Location: Wichita, KS.
Airport: Dwight D. Eisenhower National
City of Wichita Project No. 452-424-2

Phase III: Construction Phase Services	Item	Principal	Project Manager	Project Engineer	Inspector	Inspector (OT)	Design Technician	CAD Machine HOURS as Expense
1.01	Proposal Preparation	3	1	2				
1.02	Prepare estimate forms for periodic payment to the Contractor (assume 5)	1	5					
1.03	Receive and review Contractor's quality control plan, safety plan, shop drawings, and material certifications.	2	8	4				
1.04	Make periodic visits to the PROJECT site to determine Contractor's progress and general character of work. (Assume bi-weekly for 3.5 months)	1	14	5				
1.05	Consult with Resident PROJECT Representative regarding interpretations or clarifications of the plans and specification.	1	8	2				
1.06	Provide CONSULTANT's decision in accordance with the contract documents on questions regarding the work.		3	2				
1.07	Prepare Supplemental Agreements covering modifications or revisions.		2	2				
1.08	Change Orders.		4	2				
1.09	Attend Final Inspection of the work.		4	4				
1.10	Issue Certificate of Completion when the PROJECT has been completed.		2					
1.11	Prepare outline/handout and assist with Preconstruction Meeting	2	4	2	2			
1.12	Attend bi-weekly progress meetings (assume 8 each)		16					
1.13	Perform Construction Observations services	4			270	60		
1.14	Provide a conformed set of plans and project manual in pdf form that contain addenda information.	1	2	2	1			
1.15	Prepare reproducible "Record" drawings.		1	2	8		8	8
	TOTAL HOURS =	15	74	29	281	60	8	8
	STANDARD HOURLY RATES =	$155.00	$125.00	$115.00	$80.00	$120.00	$80.00	$18.00
	SUBTOTAL =	$2,325.00	$9,250.00	$3,335.00	$22,480.00	$7,200.00	$640.00	$144.00

EXPENSES:	
Mileage (at $0.54/mile)	$1,150.20
Cell Phone (at cost)	$150.00
Printing & Reproduction (at cost)	$200.00
CAD	$144.00
TOTAL =	$1,644.20

DIRECT LABOR	$45,230.00
EXPENSES	$1,644.20
Construction Phase Services TOTAL FEE	$46,874.20