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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. March 18, 2014

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
 - Invocation
 - Pledge of Allegiance
 - Approve the minutes of the special meeting on March 11, 2014
-

AWARDS AND PROCLAMATIONS

- Proclamations:
 - Desk and Derrick Awareness Month
 - Saajan H. Bhakta Day
 - Red Cross Month

I. PUBLIC AGENDA

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

1. Ben Lee - Ways to reach out to the young black men regarding gangs, guns, and violence.
-

II. CONSENT AGENDAS (ITEMS 1 THROUGH 24)

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

1. Repair or Removal of Dangerous and Unsafe Structure, 2128 W. McCormick. (District IV)
(Deferred December 17, 2013)

RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) the delinquent taxes are paid as of March 18, 2014, or shortly thereafter; (2) the structure is maintained secure as of March 18, 2014 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of March 18, 2014, and is so maintained during renovation. If any of the above conditions are not met, the Metropolitan Area Building and Construction Department will proceed with demolition action and also instruct the City Clerk to have the resolution published once in the official City paper and advise the owners of these findings.

2. Tourism Business Improvement District.

RECOMMENDED ACTION: Place on first reading the ordinance to create the Tourism Business Improvement District and approve the contract with Go Wichita Convention and Visitors Bureau, conditioned upon passage and publication of the ordinance.

IV. NEW COUNCIL BUSINESS

1. Public Hearing on an Amendment to the K-96 Greenwich STAR Bond District Boundaries. (District II)

RECOMMENDED ACTION: Close the public hearing and place on first reading the ordinance amending the district boundaries for the K-96 Greenwich STAR Bond Project District.

2. Brookings Institution/Greater Wichita Economic Development Coalition Services Agreement.

RECOMMENDED ACTION: Approve the proposed GWEDC Services Agreement, authorize the necessary budget adjustment, and authorize the necessary signatures.

3. Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Inwood Crossings Senior Apartments. (District I)

RECOMMENDED ACTION: Close the public hearing; adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

4. Ordinance Amendments, Creating Section 11.99.045 regarding Towing Services from Private Property.

RECOMMENDED ACTION: Place the ordinance on first reading.

5. Blacktop Nationals, Inc. Memorandum of Understanding. (Districts I, IV, and VI)

RECOMMENDED ACTION: Approve the Memorandum of Understanding between the City of Wichita and the Blacktop Nationals, Inc., for in-kind services in an amount not to exceed \$15,000, and \$10,000 in cash sponsorship.

6. 2014 Wichita River Festival Memorandum of Understanding. (Districts I, III, IV, and VI)

RECOMMENDED ACTION: Approve the Memorandum of Understanding between Wichita Festivals, Inc. and the City of Wichita.

7. 2014 Arterial Street Rehabilitation Program. (Districts I, IV, and V)

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

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Opposition of Legislation regarding Municipal Elections.

RECOMMENDED ACTION: Adopt the Resolution in opposition of legislative mandates removing local control of municipal elections and authorize the necessary signatures.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 24)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated March 10 and 17, 2014.
 - a. List of Board of Bids and Contracts.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u> Staci Dyan Gordon	<u>2014</u> Oliver's Little Italy**	<u>(Consumption on Premises)</u> 1930 South Oliver
<u>Renewal</u> Julia L Jackowski Mohamud Hasan	<u>2014</u> Casey's General Store #3261 *** One Stop***	<u>(Consumption off Premises)</u> 3520 North Woodlawn 1419 ½ East Central

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

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

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

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
 - a. Revised Petitions for Improvements to Krug South Addition. (District II)
 - b. Improvements to Meadowland Addition. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.
 - a. Community Events - Food at the Fountains. (District I)
 - b. Community Events - Diva Dash 5K. (Districts I, IV and VI)
 - c. Community Events - Thin Mint Sprint. (District II)

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. Design Services Agreements:

- a. Design Services Agreement for Traffic Signals at K-96 and Oliver and K-96 and Hillside. (District I)
- b. Design Services Agreement for Clear Creek Addition. (District II)

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

7. Property Acquisitions:

- a. Acquisition of 1234 Wellington Place for the North Industrial Corridor Remediation Project. (District VI)
- b. Partial Acquisition of 600 South Cypress for the Improvement of the Kellogg Avenue (US Highway 54) from Cypress to Chateau. (District II)

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

8. Minutes of Advisory Boards/Commissions

Transit Advisory Board, December 20, 2013
Transit Advisory Board, January 17, 2014
Airport Advisory Board, February 3, 2014
Police and Fire Retirement System, January 22, 2014
Employees' Retirement System, December 18, 2013

RECOMMENDED ACTION: Receive and file.

9. Contracts and Agreements for February 2014.

RECOMMENDED ACTION: Receive and file.

10. Purchase Option, Douglas Place, LLC. (District I)

RECOMMENDED ACTION: Adopt the Resolution approving the Bill of Sale, Termination of Lease Agreement and Special Warranty Deed to convey the property to Douglas Place, LLC and authorize the necessary signatures.

**11. 2014 Arterial Street Rehabilitation Program. (Districts I, IV, and V)
(MOVED TO NEW BUSINESS NO. IV-7)**

12. Relocation of Pipeline in Remington Place Addition. (District II)

RECOMMENDED ACTION: Approve the payment from the petitioned project to Occidental Management, Inc., for the relocation of the pipeline.

13. Fleet and Facilities DataStream System Upgrade.

RECOMMENDED ACTION: Approve the contract and funding for Public Works migration from DataStream version i7 to version i11.

14. Amendment of Contract for Labor Negotiation Consultant Legal Services.

RECOMMENDED ACTION: Approve the contract, authorize the Mayor to sign and approve any necessary budget adjustments.

15. Derby Interlocal Agreement.

RECOMMENDED ACTION: Approve the Interlocal agreement.

16. 2014 United States Postal Inspection Service (USPS) Task Force Agreement.

RECOMMENDED ACTION: Approve the 2014 United States Postal Inspection Service Task Force Agreement.

17. Second Reading Ordinances: (First Read March 4, 2014)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

18. *SUB2012-00043 -- Plat of Oaklawn Elementary Addition located south of 47th Street South, west of K-15 Highway. (County)

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

19. *SUB2013-00033 -- Plat of Passivhaus Addition Located South of Kellogg, on the East Side of Main. (District III)

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

20. *SUB2013-00047 -- Plat of Westway 2nd Addition located on the South Side of Pawnee, on the West Side of Seneca. (District IV)

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

21. *SUB2013-00048 -- Plat of Campbell's Pond Addition Located North of MacArthur, East of Broadway. (District III)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

22. *2014 Utility Allowances - Public Housing Program.
(Deferred March 4, 2014)

RECOMMENDED ACTION: Review and approve the 2014 utility allowances 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.

23. *Westar Agreement for Installation of Street Lights - Wichita Mid-Continent Airport.

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

24. *Grant of Right of Entry to Sedgwick County for the Improvement of 45th Street North - Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the right of entry and temporary construction easements and authorize the necessary signatures.

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous and Unsafe Structure
2128 W McCormick (District IV)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Unfinished Business

Recommendations: Take appropriate action based on information received during the review hearing to consider condemnation and removal of the dangerous and unsafe structure at 2128 W McCormick.

Background: On December 17, 2013, the City Council conducted a hearing to consider condemnation, demolition and removal of the vacant single family house at 2128 W McCormick.

At the hearing, the representative for the property owners, Richard Martin, appeared and requested more time to gain possession of the property to either sell or repair it to code. City Council voted to defer action on the property for 90 days, required that the property be maintained clean and secure, and directed staff to return the case to the City Council for review.

Analysis: Staff inspected the property on February 24, 2014. No repairs had been made, the structure was open, and there was bulky waste and tree waste on the premises.

As of February 24, 2014, the 2012 and 2013 taxes are delinquent in the amount of \$829.82. There are no special assessments against the property.

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 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 \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Legal Considerations: Legal has approved the notification of this hearing as to form.

Recommendations/Actions: It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) the delinquent taxes are paid as of March 18, 2014, or shortly thereafter; (2) the structure is maintained secure as of March 18, 2014 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of March 18, 2014, and is so maintained during renovation.

If any of the above conditions are not met, the Metropolitan Area Building and Construction Department will proceed with demolition action and also instruct the City Clerk to have the resolution published once in the official City paper and advise the owners of these findings.

Attachments: None

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council
SUBJECT: Tourism Business Improvement District
INITIATED BY: City Manager's Office
AGENDA: Unfinished Business

Recommendation: Place on first reading the ordinance to create the Tourism Business Improvement District and approve the contract with Go Wichita Convention and Visitors Bureau, conditioned upon passage and publication of the ordinance.

Background: The Go Wichita Convention and Visitors Bureau (Go Wichita) receives annual funding from the City of Wichita for the promotion of tourism and convention activities. Due to economic conditions, this allocation has experienced limited growth for the past three years. However, competition for tourists and conventions in the state has intensified. To address the issue, Go Wichita proposed the creation of a Tourism Business Improvement District (TBID) to promote tourism and provide certain related services within the City. The Mayor authorized and established an 11 member TBID Planning Committee at the September 10, 2013, City Council Meeting.

At the January 14, 2014 City Council meeting, the TBID Planning Committee presented its District Planning Committee Report recommending the creation of a business improvement district to promote tourism. The required report proposed the district boundaries be the same as the legal limits of the City of Wichita. The report was received and filed at the meeting. Also at the January 14 meeting, the City Council adopted Resolution No. 14-020, set the public hearing for March 11, 2014, and approved the publication of the notice of hearing in The Wichita Eagle. Based on K.S.A. 12-1787, the notice of hearing and resolution of intent were mailed to all businesses located within the proposed district, in this case the city limits.

At the March 11, 2014 City Council meeting, the public hearing was held and the City Council directed staff to return with the ordinance.

Analysis: The attached ordinance creates the improvement district, and includes the following details as required by K.S.A. 12-1788: 1) the district will be called Tourism Business Improvement District and will have boundaries defined by the current Wichita city limits; 2) the services to be provided within the district will include enhancing tourism and convention marketing efforts, increasing convention advertising in key meeting planner publications, supporting convention sales initiatives in key markets, digital advertising, leisure marketing efforts and additional services as necessary and appropriate; 3) services will be financed through an annual fee of 2.75% that will be deposited with the City monthly by all hotels within the district having 50 or more rooms, based on their previous month's gross room rental revenue; and 4) the Tourism Business Improvement District Advisory Board (Board) will consist of seven to nine members who are residents of Wichita and hoteliers as well as one marketing and one finance

representative.

The Board, as created in the ordinance, will act as an oversight board and will be responsible for reviewing and approving the business plan submitted by Go Wichita no later than May 15 of each year. The Board will also submit to the City Council a recommended program of services to be performed or provided within the district during the next calendar year. A proposed budget will accompany the recommended program of services to accomplish the objectives as addressed in the business plan. Upon adoption of the ordinance, the City will enter into a contract with Go Wichita, who will be responsible for carrying out the marketing initiatives as voted on by the Board and approved by the City Council.

Financial Considerations: The new marketing program will be completely funded through TBID revenues raised through an annual fee levied on all hotels within the district having 50 rooms or more. The fee is calculated as 2.75% of the amount of the hotel's subject room rentals. Funds raised will be deposited in a budgeted special revenue fund. The district anticipates generating more than \$3 million annually for enhanced marketing.

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

Recommendation/Actions: It is recommended that the City Council place on first reading the ordinance to create the Tourism Business Improvement District and approve the contract with Go Wichita Convention and Visitors Bureau, conditioned upon passage and publication of the ordinance.

Attachments: Ordinance, Contract with Go Wichita

AGREEMENT
BETWEEN
THE CITY OF WICHITA, KANSAS
AND
WICHITA CONVENTION AND TOURISM BUREAU, INC.

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the City of Wichita, Kansas (“City”) and Wichita Convention and Tourism Bureau, Inc. doing business as Go Wichita (“Corporation”).

WITNESSETH THAT:

WHEREAS, the City by Ordinance No. _____, effective _____, 2014 (“Ordinance”), established the Tourism Business Improvement District (“TBID”) and provided for the City to contract with the Corporation to provide certain services in relation to the TBID; and

WHEREAS, the Corporation warrants that it does, or will for the duration of this Agreement, employ or retain professionals capable of providing the services required under this Agreement; and

WHEREAS, the Corporation further warrants that it possesses the fiscal and administrative capability necessary to account for and to expend the funds provided it in compliance and conformance with this Agreement; and

WHEREAS, the City desires to enter into a contract with the Corporation for the provision of services to the TBID;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements provided herein, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** The Corporation shall perform the duties and services established in the Ordinance and this Agreement, including enhancing tourism and convention marketing efforts, increasing convention advertising in key meeting planner publications, supporting convention sales initiatives in key markets, increasing digital advertising, increasing leisure marketing efforts, and, as may be necessary and appropriate, providing additional services such as, but not limited to, bid fees, special events, online social media, staffing, administrative and/or collection fees, legal fees, creative development, sales efforts (sales calls/client events), and website(s). In addition, District services shall include consulting with the TBID Advisory Board on appropriate performance measures and measuring the return on investment from the activities funded by the District. Annually, Go Wichita will submit a Proposed Operating Plan and Budget to the Board for the ensuing calendar year (the “Business Plan”) sufficiently timely to allow the Board to perform its statutory obligations. It is anticipated that in years of surplus and the early years of the District the Business Plan will make provision

for the establishment of reserves and in years of deficits application of reserves. Furthermore, the Business Plan may include expenditures from current year revenue in a future year or years. The parties anticipate that the Scope of Services will vary during the term as the City and Corporation may agree. In the performance of these services, the Corporation shall work in coordination with the TBID Advisory Board and the City Manager and in cooperation with such other City employees or departments as the City Manager may direct from time to time.

2. TERM AND TIME OF PERFORMANCE. Except as otherwise provided herein, and subject to the provisions allowing earlier termination by either party, the initial term of the Agreement shall extend to March 31, 2023, but shall terminate upon the earlier expiration or termination of the TBID. Beginning with the year commencing January 1, 2021, annually the term of the Agreement will be extended automatically, without any action of the City or the Corporation, one additional year when the TBID budget is approved, so that the Agreement will always have a remaining life of three (3) years or more in the same manner as the TBID. Provided, however, that the City may by appropriate and specific action of the City Council vote not to extend the term one additional year at the time of TBID budget approval, in which event the term will not be extended that year, but will remain at the then current term until the next TBID budget approval, at which time it will be automatically extended one additional year unless, by appropriate action of the City Council, the City elects not to extend the term in such year. Provided, however, that if the TBID term is not extended, the Agreement will not be extended; and provided further that at the request of the Corporation, the Agreement will not be extended. The services of the Corporation are to commence as soon as practical on or after the date of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in accordance with the Scope of Services as such scope may be established or amended from time to time by the process described in paragraph 1 above, including any services that are to be completed during the budget year of 2015.

3. THE CORPORATION AGREES:

A. To provide the services to perform tasks as outlined in the Scope of Services.

B. To comply with all federal, state and local laws, ordinances, and regulations applicable to these services, and to comply with the City's non-discrimination requirements.

C. To establish and maintain records as prescribed by the City (with respect to all matters covered by this Agreement). Except as otherwise authorized by the City, the Corporation shall retain such financial records for a period of three years after receipt of the final payment under this Agreement or the termination of this Agreement.

D. To submit periodic reports, at such times and in such form as may be requested from time to time, by the TBID Advisory Board and the City Council concerning tasks undertaken and completed. In addition the Corporation will submit such regularly required reports as itemized in the Scope of Services.

E. To establish accounting procedures and conduct an annual audit of all funds, subject to the reasonable approval of the City. The Corporation shall at any time during normal business hours and as often as the City may deem necessary, make available to the City for examination all of its records and data with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representative to audit and inspect all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Agreement.

4. KORA. Annually, on or before June 1, the Corporation will file with the City a written financial report for the preceding calendar year, detailing the receipt of public funds and the expenditure of such funds, in a form and format as the City and Corporation may reasonably agree and in the absence of a specified form, in the same format as the TBID budget. It is the intention of the parties that this filing shall serve to make such report an open public record and to fill the requirements of K.S.A. 40-240.

5. THE CITY AGREES:

A. To furnish upon request necessary data in its possession and other information pertaining to the services to be performed.

B. To pay the Corporation for services in accordance with the requirements of the Agreement.

6. THE PARTIES HERETO MUTUALLY AGREE:

A. Notwithstanding the initial nine (9) year term of this Agreement, the City shall have the right to terminate this Agreement, with or without cause; provided however that no termination without cause shall be made by the City until the City Council has repealed the provisions of Ordinance No. _____ which provide for this Agreement. Cause shall mean (1) a continuing failure to comply with the terms of this Agreement after written notice to the Corporation by the City of the breach of the Agreement, or (2) misappropriation of City funds by the Corporation or any of its officers, agents or employees. The City shall provide the Corporation written notice of its intent to terminate this Agreement. The effective date of termination without cause shall be the end of the calendar year for which TBID funds have been appropriated or sixty (60) days after the giving of such notice, whichever is longer. Termination for cause shall be effective upon notice of termination. Upon termination, all uncommitted funds of the City remaining with the Corporation shall be returned immediately. Upon accounting, in any case, the Corporation shall be paid the reasonable value of the services rendered or expenses incurred up to the time of termination on the basis of the provisions of this Agreement.

B. This contract cannot be assigned, sublet, or transferred without prior and specific written consent of the City.

C. The rights and remedies of the parties provided for under this Agreement are in addition to any other rights and remedies provided by law.

D. No failure on the part of the City to at any time require the performance by the Corporation of any term of this Agreement shall be taken or held to be a waiver of such term or in any way affect the City's right to enforce such term, and no waiver by the City of any term of this Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof.

E. This Agreement contains no authorization in any event for Corporation to sign any papers or documents in the name of the City or TBID. Further, it is understood and agreed that Corporation shall have no authority to contract or incur any liability, cost, or expense on the part of the City or TBID.

F. This Agreement shall be governed exclusively by the applicable laws of the State of Kansas.

G. It is the intent of the parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) (the "Cash Basis Law") or the Kansas Budget Law (K.S.A. 79-2925) (the "Budget Law"). Therefore, notwithstanding anything to the contrary herein contained, the City's obligations under this Agreement are to be construed in a manner that assures that the City and the TBID is at all times not in violation of the Cash Basis Law or the Budget Law. Accordingly, the City's obligations hereunder will be subject to sufficiency of annual appropriations from the TBID.

H. The Corporation and its employees and contractors shall be considered independent contractors and not employees of the City.

7. COMPENSATION AND PAYMENT PROVISIONS.

A. Total payments to the Corporation under this Agreement shall not exceed the amount of appropriation in each year, and the Corporation acknowledges and agrees that one effect of this provision will be that the Corporation will perform the services required prior to January 2015 without compensation. The parties anticipate that the amount appropriated in and after 2015 will be the entire TBID fees collected, less a City administrative fee (to be calculated by the City Finance Department based on amounts required to cover the City's costs in relation to the TBID), and estimated to be \$2,500,000, net. Compensation and method of payment to the Corporation relative to conducting the operation of the Corporation and the provision of services under this Agreement will be administered under the established accounting and fiscal policies of the City of Wichita, unless modified herein. The Corporation agrees payments under this Agreement shall be in accordance with established budgetary, purchasing, and accounting procedures of the City of Wichita.

B. The City agrees to distribute said funds to the Corporation in accordance with the schedule herein and not to exceed the total amount of TBID revenue. Shortfalls will be deducted from the final payment. City agrees to disburse in accordance with the payment provision below, net of the City administrative fee:

Month of Distribution	Amount of Payment
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Monthly February to December	All fee deposits made by TBID Members in the prior month
January	Final reconciliation deposit and TBID fees

C. The Corporation will reconcile the current year expenditures and reimburse the City for the TBID Fund any unexpended or uncommitted funds prior to February 15 of the ensuing year. Any such money returned to the TBID Fund shall automatically be reappropriated in the fund for the ensuing TBID budget year after approval by the City Council.

8. AMENDMENTS. To provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Corporation agree, changes to this Agreement may be effected by placing them in written form.

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

CITY OF WICHITA, KANSAS
By Direction of City Council

By _____
Robert Layton, City Manager

ATTEST

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf
Director of Law

WICHITA CONVENTION AND TOURISM
BUREAU, INC. doing business as Go Wichita

By _____

Susie Santo, President and CEO

Attachment “A”

SCOPE OF SERVICES

To be supplied by agreement of the District Advisory Board, City of Wichita and Go Wichita.

ORDINANCE NO. 49-677 110000

AN ORDINANCE ESTABLISHING A TOURISM BUSINESS IMPROVEMENT DISTRICT WITHIN THE CITY OF WICHITA, KANSAS, DESCRIBING ITS BOUNDARIES, PROVIDING FOR THE ADMINISTRATION AND FINANCING OF ADDITIONAL AND EXTENDED SERVICES WITHIN SUCH DISTRICT, CREATING A DISTRICT ADVISORY BOARD FOR SUCH DISTRICT AND PROVIDING FOR THE DUTIES OF THE BOARD, THE TERMS OF ITS MEMBERS AND THEIR METHOD OF APPOINTMENT.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), pursuant to K.S.A. 12-1785, has heretofore authorized the Mayor to establish and appoint an eleven member Tourism Business Improvement District Special Planning Committee to study and develop preliminary plans for the establishment and operation of a business improvement District to promote tourism and provide certain related services within the City; and,

WHEREAS, on January 14, 2014, the Tourism Business Improvement District Special Planning Committee submitted its report to the Governing Body, recommending the creation of a business improvement District to promote tourism, further recommending that the boundaries of the proposed District be the City's boundaries, outlining the additional and extended services needed within such District, estimating the annual cost of providing those services recommended for performance during the next three years, and describing the proposed method of financing such costs; and,

WHEREAS, the Governing Body, on January 14, 2014, adopted Resolution No. 14-020, proposing the creation of a Tourism Business Improvement District within the City, pursuant to K.S.A. 12-1781, *et seq.* (the "Act"), describing the boundaries of the proposed District, generally describing the services to be provided within the District pursuant to the Act, stating the estimated annual costs of providing such services during the next three years and the method by which the city proposes to raise the revenues to finance such services, setting the time and place of a public hearing to be held by the Governing Body on March 11, 2014, to consider the establishment of the District, and providing for the giving of notice of such intention in the manner required by law; and,

WHEREAS, a Notice of Public Hearing authorized by such Resolution was duly published in the Wichita Eagle on January 17, 2014, and copies of the said Notice, together with copies of Resolution No. 14-020, were sent out by first class mail, at least 30 days prior to March 11, 2014, to all businesses identified as businesses located within the District; and,

WHEREAS, on March 11, 2014, the Governing Body conducted the public hearing noticed for that date and such public hearing has been concluded;

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

SECTION 1. The Governing Body hereby finds and determines that it is advisable and in the public interest to establish the Tourism Business Improvement District as proposed in Resolution No. 14-020 (“District”), to provide for the administration and financing of additional and extended services within the District to promote the economic vitality of the district and the development, promotion and support of community events and activities.

SECTION 2. The name of the District shall be the Tourism Business Improvement District, and its boundaries shall be coterminous with the December 17, 2013 boundaries of the City of Wichita, Kansas, described as follows:

Beginning at the intersection of the north right-of-way line of 13th Street North and the east right-of-way line of 127th Street East; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 11, Township 27 South, Range 2 East of the 6th P.M.; thence north along said west line to the south right-of-way line originally designated for the St. Louis, Wichita, and Western Railway Company; thence east along said south right-of-way line to west line of the east half of said Southeast Quarter; thence south along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to the east line of the west half of the Southeast Quarter of Section 12, Township 27 South, Range 2 East of the 6th P.M.; thence north along said east line to the south line of the originally designated right-of-way for the St. Louis, Wichita, and Western Railway Company; thence west along said south right-of-way line to a point located 487 feet east of the west line of the Southwest Quarter of Section 12, Township 27 South, Range 2 East of the 6th P.M.; thence south along a line parallel to said west line to a point located 568.23 feet south the north line of said Quarter Section; thence west along a line parallel to said north line to the east right-of-way line of 143rd Street East; thence north along said east right-of-way line to the north line of the South Half of Section 1, Township 27 South, Range 2 East of the 6th P.M.; thence west along said north line and the north line of the South Half of Section 2, Township 27 South, Range 2 East of the 6th P.M. to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west right-of-way line of 127th Street East; thence north along said west right-of-way line to the north right-of-way line of 29th Street North; thence west along said north right-of-way line to the east right-of-way line of Greenwich Road; thence north along said east right-of-way line to a point located 350 feet north of the south line of Section 34, Township 26 South, Range 2 East of the 6th P.M.; thence west parallel to the south line of said Section 34 and the south line of Section 33, Township 26 South, Range 2 East of the 6th P.M. to a point on the west right-of-way line of Greenwich Road located 350 feet north of the south line of said Section 33; thence north along said west right-of-way line to the north line of the south half of the Southeast Quarter of said Section 33; thence west along said north line of the south half to the east line of the West Half of said Section 33; thence north along said east line and the east line of the West Half of Section 28, Township 26 South, Range 2

East of the 6th P.M. to the south line of the Northeast Quarter of said Section 28; thence east along said south line, a distance of 283.35 feet; thence bearing N 06°02'48" E to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the east line of the West Half of Section 29, Township 26 South, Range 2 East of the 6th P.M.; thence north along the east line of said West Half and the east line of the West Half of Section 20, Township 26 South, Range 2 East of the 6th P.M. to the south right-of-way line of the Union Pacific Railroad; thence southwesterly along said south right-of-way line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the north right-of-way line of the Union Pacific Railroad; thence northeasterly along said north right-of-way line to the east line of the Southwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M.; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of Rock Road; thence south along said east right-of-way line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the west right-of-way line of Rock Road; thence south along said west right-of-way line to the northerly right-of-way line of the Missouri-Pacific Railroad; thence southwesterly along said northerly right-of-way line to a point 1465.01 feet northeast of its intersection with the west line of the east half of Section 30, Township 26 South Range 2 East of the 6th P.M.; thence north with a deflection to the right of 117°31'41", to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west line of the east half of said Section 30; thence south along said west line to the northerly right-of-way line of the Missouri-Pacific Railroad; thence southwesterly along said northerly right-of-way line to the east right-of-way line of Woodlawn Boulevard; thence south along said east right-of-way line to the south right-of-way line of 37th Street North; thence west along said south right-of-way line to the west right-of-way line of Oliver; thence north along said west right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to the south right-of-way line of K-254 Highway; thence southwesterly along said south right-of-way line to the east right-of-way line of the Union Pacific Railroad; thence southwesterly along said east right-of-way line to the west line of the east half of the Southwest Quarter of Section 23, Township 26 South, Range 1 East of the 6th P.M.; thence south along said west line to a point 275 feet north of the south line of said Southwest Quarter; thence east parallel with said south line to a point 225 feet east of the west line of the east half of said Southwest Quarter; thence south parallel to said west line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the east right-of-way line of Hillside Avenue; thence north along said east right-of-way line to the intersection with the north line of Normandy Park Addition, Sedgwick County, Kansas; thence easterly along said north line to the Northeast corner of said Addition; thence southerly along the east line of said Addition, 206.00 feet; thence easterly parallel with the south line of the northwest quarter of said Southwest Quarter, 520.87 feet, more or less, to a point on the northwesterly right-of-way line of Kansas Highway 254, (Condemnation Case No. B19603); thence northeasterly along said right-of-way, being a curve to the left, having a radius of 2745.51 feet, an arc length of 222.70 feet to a point on the east line of the west half of said Southwest Quarter; thence northerly along said east line and the east line of the west half of the Northwest Quarter of Section 23, Township 26 South, Range 1 East to a point 195.00 feet south of the northeast corner

of the west half of said Northwest Quarter; thence west, parallel with the north line of said Northwest Quarter, a distance of 230.00 feet; thence north to a point on the south right-of-way line of 53rd Street North located 1090.82 feet east of the west line of said Section; thence west 36.82 feet along said south right-of-way line; thence south parallel with the west line of said Section to a point 330.63 feet south of the north line of said Section; thence west parallel with the north line of said Section a distance of 454 feet; thence south parallel with the west line of said Section a distance of 100 feet; thence west to a point on the east right-of-way line of Hillside Avenue, said point being located 430.63 feet south of the north line of said Section; thence north along said east right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to the east line of the Northwest Quarter of Section 22, Township 26 South, Range 1 East of the 6th P.M.; thence south along said east line and the east line of the Southwest Quarter of said Section 22 to the northeast corner of the southeast quarter of said Southwest Quarter; thence west along the north line of said southeast quarter of the Southwest Quarter to the west line of the east half of the east half said Southwest Quarter; thence south along said west line to a point 648.16 feet north of the south line of said Southwest Quarter; thence east to a point 647.7 feet north and 336 feet west of the southeast corner of said Southwest Quarter; thence south to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the east right-of-way line of Hydraulic Avenue, thence south along said east right-of-way line to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to the southerly right-of-way line of the Chisholm Creek Diversion; thence southwesterly along said southerly right-of-way line to a point 100 feet west of the east line of the Southwest Quarter of Section 28, Township 26 South, Range 1 East of the 6th P.M., said point being the west right-of-way line of St. Louis and San Francisco Railroad; thence north along said west right-of-way line to the north right-of-way line of the Chisholm Creek Diversion; thence westerly along said north right-of-way line to the east right-of-way line of Lawrence Road; thence north along said east right-of-way line to the south right-of-way line of Interstate Highway 235; thence northeasterly and easterly along said south line to a point 860.7 feet west of the east line of said Southwest Quarter; thence north to the north line of said Southwest Quarter; thence west to the east line of the southwest quarter of the Northwest Quarter of Section 28, Township 26 South, Range 1 East of the 6th P.M.; thence north along said east line to the north line of said southwest quarter of the Northwest Quarter; thence west along said north line of said southwest quarter of the Northwest Quarter to a point 622.8 feet east of the west line of said Northwest Quarter; thence north parallel to the west line of said Northwest Quarter to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west line of said Northwest Quarter; thence south along said west line to a point 1620.84 feet north of the south line of said Northwest Quarter; thence west parallel to the south line of the Northeast Quarter of Section 29, Township 26 South, Range 1 East of the 6th P.M. to the east line of the Wichita-Valley Center Flood Control (Condemnation Case A-41035); thence northerly and westerly along said east line to the westerly right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence northwesterly along said westerly line to the south right-of-way line of 61st Street North; thence west along said south right-of-way line to the east right-of-way line of Seneca

Street; thence north along said east right-of-way line to the north right-of-way line of 61st Street North; thence west along said north right-of-way line to the east line of the west half of vacated Fairfield Street; thence southwesterly along said east line to the north line of the Northeast Quarter of Section 18, Township 26 South, Range 1 East of the 6th P.M.; thence west along said north line to a point 30 feet north of the northeast corner of Lot 110, Vanview Addition; thence south parallel to the west line of said Northeast Quarter to the south right-of-way line of 61st Street North and the northeast corner of said Lot 110; thence west along said south right-of-way line to the east bank of the Little Arkansas River; thence north along said east bank to the north line of the Southeast Quarter of Section 7, Township 26 South, Range 1 East of the 6th P.M.; thence west along said north line to the east line of the Southwest Quarter of Section 7, Township 27 South, Range 1 East; thence north along said east line and the east line of the Northwest Quarter of said Section 7 to the north line of Reserve A, Rio Vista Estates Third Addition; thence westerly along said north line to the northwest corner of Reserve A, Rio Vista Estates Second Addition; thence southerly and westerly along the west line of said Reserve A to the east right-of-way line of Meridian Avenue; thence south along said east right-of-way line to a point on the most northerly northwest corner of Lot 1, Block 2 of Rio Vista Estates Second Addition and on the east right-of-way line of Meridian Avenue, said point being located 641.36 feet north of the south line of said Southwest Quarter.; thence west parallel to the south line of said Section and Section 12, Township 26 South, Range 1 West of the 6th P.M.. to a point on the west right-of-way line of Meridian Avenue, said point being located 641.36 feet north of the south line of said Section; thence north along said west right-of-way line to the centerline of the Little Arkansas River; thence northwesterly along said centerline to a point 1650.14 feet north of the south line of the Southeast Quarter of Section 12, Township 26 South, Range 1 West of the 6th P. M.; thence west parallel to the south line of said Southeast Quarter to a point 1056.05 feet, more or less, west of the east line of said Southeast Quarter; thence south along a line parallel to said east line to the north right-of-way line of 61st Street North; thence west along said north right-of-way line to a point 208.71 feet east of the west line of said Southeast Quarter; thence south to a point 208.71 feet east of the west line of the Northeast Quarter of Section 13, Township 26 South, Range 1 West of the 6th P.M. on the north line of said Section; thence west along said north line to the west line of said Northeast Quarter; thence south along said west line to the north right-of-way line of 53rd Street North; thence east along said north right-of-way line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to a point 856.8 feet west of the east line of Section 24, Township 26 South, Range 1 West of the 6th P.M.; thence south to a point 649 feet, more or less, south of the north line of said Section 24, said point located 856.8 feet west of the east line of said Section; thence east parallel to the north line of said Section to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to a point 1646 feet north of the south line of the Northeast Quarter of said Section 24; thence west along a line parallel to said north line to a point 147.5 feet west of the east line of said Section; thence south 140 feet along a line parallel to the east line of said Section; thence east along a line parallel to the north line of said section to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the north line of the south half of the Northeast

Quarter, Section 24, Township 26 South, Range 1 West; thence west along said north line to a point on the east line of Moorings 10th Addition to Wichita, Sedgwick County, Kansas, said point being the southeast corner of Lot 2, Block 2 in said Moorings 10th Addition; thence north along the east line of said Addition to the northeast corner of Reserve D in said Addition, thence westerly along the north line of said Addition to the east right-of-way line of North Portwest Circle; thence northwesterly along said east right-of-way line to the southeast corner of Lot 5, Block 2, Moorings 11th Addition to Wichita, Sedgwick County, Kansas; thence north along the east line of said lot to the northeast corner of said lot and the north line of said Addition; thence west along said north line to the west line of said Addition; thence south and southeasterly along said west line to the northerly right-of-way line of Portwest Circle; thence southwesterly along said northerly right-of-way line and the westerly right-of-way line of Portwest Circle to the northwest corner of Lot 6, Block 1, Moorings 11th Addition, said corner lying on the west line of said Addition; thence southwesterly and south along said west line to the north line of the south half of the Northwest Quarter of Section 24, Township 26 south, Range 1 West of the 6th P.M.; thence west along said north line to the east line of the Wichita-Valley Center Flood Control right-of-way; thence south along said east right-of-way line to a line 650 feet north of and parallel to the south line of the north half of said Section 24; thence west along said line and said line extended to the west mean high bank of the Arkansas River; thence southeasterly along said west mean high bank to the north line of the South Half of Section 23, Township 26 South, Range 1 West of the 6th P.M.; thence west along said north line and the north line of the South Half of Section 22, Township 26 South, Range 1 West of the 6th P.M, to the west line of the Southeast Quarter of said Section; thence south along said west line to the south line of said Section; thence east 30 feet along said south line; thence south along a line parallel to the west line of the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M. to a point 30 feet north of the south line of Government Lot 5 in said Section; thence east along a line parallel to said south line to a point on the south right-of-way line of 45th Street North; thence southeasterly along said south right-of-way line to a point 30 feet south of the south line of said Government Lot 5; thence west parallel to said south line and said line extended to a point 30 feet west of the east line of the Northwest Quarter of said Section 27; thence north along a line parallel to said east line to a point 30 feet south and 30 feet west of the northeast corner of said Northwest Quarter; thence west 388.45 feet parallel to the north line of said Northwest Quarter; thence south 356.25 feet parallel to said east line to a point on the west line of Lot 13, Block A, Edgewater Addition and the northeast corner of Lot 15 in said addition; thence west along the north line of said Lot 15 to the northwest corner of Lot 16, Block A in said Addition; thence south along the west line of said Addition to a point on the east line of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, said point being located 956.63 feet north of the southeast corner of said Lot 1; thence S89°05'07"W, parallel with the westerly portion of the south line of said Lot 1, 140 feet; thence S01°10'42"E, parallel with the east line of said Lot 1, 599.35; thence S89° 05'07"W, parallel with the westerly portion of the south line of said Lot 1, 371.32 feet to the northeast corner of Reserve A in said Midland Baptist Church 2nd Addition; thence south along the east line of said Reserve A to the southeast corner of said Reserve A, said southeast corner also being a point on the north right-of-way line of K-96 Highway; thence easterly along said

north right-of-way line to a point located 208 feet west of the east line of the Northeast Quarter, Section 27, Township 26 South, Range 1 West of the 6th P.M.; thence north along a line parallel to said east line to a point 450 feet north of the south line of said Northeast Quarter; thence east along a line parallel to said south line to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the north right-of-way line of K-96 Highway; thence easterly along said north right-of-way line to the west mean high bank of the Arkansas River; thence southerly along said high bank to the south line of the North Half of Section 36, Township 26 South, Range 1 West of the 6th P.M.; thence east along said south line to the west right-of-way line of Interstate Highway 235; thence southerly and southwesterly along said west right-of-way line to the north line of Section 1, Township 27 South, Range 1 West of the 6th P.M.; thence west along said north line to the east right-of-way line of West Street; thence south along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west line of the north half of the Northeast Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M.; thence south along said west line to the south line of the north half of said Northeast Quarter; thence east along said south line of said north half a distance of 647.85 feet; thence southwesterly 979.38 feet to a point on the west line of the south half of said Northeast Quarter, said point being 735.71 feet south of the north line of the said south half; thence south along the west line of said south half and the north half of the Southeast Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M. to the south line of said north half; thence east along the south line of said north half to the west line of the Big Slough-Cowskin Creek Floodway; thence southwesterly along said west line to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the east line of the Southwest Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M.; thence north along said east line to a point 264 feet north of the south line of said Southwest Quarter; thence west parallel to said south line a distance of 165 feet; thence south parallel to the east line of said Southwest Quarter to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the east line of the west half of said Southwest Quarter; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of Hoover; thence north along said east right-of-way line to a point 2099.9 feet south of the north line of Section 2, Township 27 South, Range 1 West of the 6th P.M.; thence east along a line parallel with said north line to a point 245.7 feet east of the west line of said Section; thence north parallel to the west line of said section a distance of 531.9 feet; thence east parallel to the north line of said Section a distance of 286.2 feet; thence north parallel to the west line of said Section a distance of 245.7 feet; thence west parallel to the north line of said section to the east right-of-way line of Hoover Road; thence north along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west right-of-way line of Hoover Road; thence north along said west right-of-way line to a point 300 feet north of the south line of the north half of the Northeast Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M., thence west parallel to said south line to a point 871 feet west of the east line of said Quarter; thence south parallel to the east line of said Northeast Quarter to the south line of the north half of said Northeast Quarter; thence west along said south line to the east line of the Northwest Quarter of Section 34, Township 26 South, Range 1

West of the 6th P.M.; thence north along said east line and said east line extended to the north right-of-way line of 37th Street North; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence north along said east right-of-way line to the south right-of-way line of K-96 Highway; thence west along said south right-of-way line to the north line of the Southeast Quarter of Section 28, Township 26 South, Range 1 West of the 6th P.M.; thence west along said north line and the north line of the Southwest Quarter of said Section 28 to the east right-of-way line of Tyler Road; thence south along said east right-of-way line to a point 855 feet north of the south line of said Southwest Quarter; thence east parallel to said south line to a point 264 feet east of the west line of said Southwest Quarter; thence south to the north right-of-way line of 37th Street North, thence west along said north right-of-way line to the east right-of-way line of Maize Road; thence north along said east right-of-way line to the north line of the south half of the Southeast Quarter of Section 30, Township 26 South, Range 1 West of the 6th P.M. as extended east; thence west along said line and said line extended to the west line of said Southeast Quarter; thence south along said west line to the south right-of-way line of 37th Street North; thence west along said south right-of-way line 419.2 feet; thence south parallel with the east line of the Northwest Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M. to a point 1039.65 feet south of the north line of said Northwest Quarter; thence east parallel to the north line of said Northwest Quarter to the east line of said Northwest Quarter; thence north along said east line to the south right-of-way line of 37th Street North; thence east along said south right-of-way line to a point 1573.47 feet west of the east line of the Northeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M.; thence south parallel with said east line 981.06 feet; thence east parallel with the north line of said Northeast Quarter 750 feet; thence north parallel with the east line of said Northeast Quarter 513.04 feet; thence west parallel to the north line of said Northeast Quarter 117.17 feet; thence north parallel to the east line of said Northeast Quarter to the south right-of-way line of 37th Street North; thence east along said south right-of-way line to the west right-of-way line of Maize Road; thence south along said west right-of-way line to a point 190 feet south of the north line of the southeast quarter of the Southeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M.; thence west parallel to said north line to the west line of the southeast quarter of said Southeast Quarter; thence north along said west line to the north line of the southwest quarter of said Southeast Quarter; thence west along said north line to the west line of said Southeast Quarter; thence north along said west line to the north line of the Southwest Quarter of said Section 31; thence west along said north line to the east right-of-way line of 119th Street West; thence south along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to a point 1368.74 feet west of the east line of the Northeast Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M.; thence southerly perpendicular to the north line of said Northeast Quarter to a point 260.00 feet south of said north line; thence easterly parallel with the north line of said Northeast Quarter, 340.00 feet; thence southerly perpendicular to the north line of said Northeast Quarter, 1340.74 feet to a point 1600.74 feet normally distant south of the north line of said Northeast Quarter; thence northeasterly, 418.36 feet to a point 1430.63 feet normally distant south of the north line of said Northeast Quarter and 600 feet normally distant west of the east line of said Northeast Quarter; thence northerly parallel with the east line

of said Northeast Quarter, 250.00 feet ; thence easterly perpendicular to the east line of said Northeast Quarter, 340.00 feet; thence southerly parallel to the east line of said Northeast Quarter, 267.00 feet; thence easterly perpendicular to the east line of said Northeast Quarter, to the west right-of-way line of 119th Street West; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M.; thence west along said north line to a point 507.9 feet east of the west line of said Southeast Quarter; thence north 15 feet; thence west parallel to the north line of said Southeast Quarter to the west line of the Northeast Quarter of said Section 1; thence south along said west line and the west line of the Southeast Quarter of said Section 1 to a point 1689.32 feet north of the south line of said Southeast Quarter; thence east 162.2 feet; thence south 199.32 feet; thence east 340 feet to a point 2101 feet west and 1490 feet north of the southeast corner of said Southeast Quarter; thence south 500 feet; thence east 30 feet; thence south to the north right-of-way line of 21st Street North; thence east along said north right-of-way line to a point 680 feet west of the east line of said Southeast Quarter; thence south to the south right-of-way line of 21st Street North; thence west along said south right-of-way line to a point 275 feet west of the northwest corner of Teal Brook Estates Addition; thence south parallel to the west line of the Northeast Quarter of Section 12, Township 27 South, Range 2 West of the 6th P.M. to a point 238 feet south of the north line of said Northeast Quarter; thence east parallel with said north line to the west line of said Addition; thence south along said west line to the north line of the south half of said Northeast Quarter; thence west along said north line to a point 190 feet east of the west line of said Northeast Quarter; thence south along a line parallel to the west line of said Northeast Quarter to the south line of said Northeast Quarter; thence west along said south line to the west line of the Southeast Quarter of Section 12, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line 655.62 feet to the center line of the Cowskin Creek; thence easterly, southerly and northerly along said center line to the intersection of said centerline with the south line of Lot 16, Autumn Ridge Second Addition to Wichita, Sedgwick County, Kansas as extended to the west; thence east along said south line extended to the southwest corner of said Lot 16; thence southerly along the west line of Autumn Ridge Second Addition and the east line of the Floodway Reserve Agreement (dedicated on Film 979, Page 1092) to the north right-of-way line of 13th Street North; thence west along said north right-of-way line to a point 429 feet west of the east line of the Southwest Quarter of Section 12, Township 27 South, Range 2 West; thence north parallel with the east line of said Southwest Quarter to a point 990 feet north of the south line of said Southwest Quarter; thence west parallel with said south line to a point 470 feet east of the west line of said Southwest Quarter; thence south parallel with said west line to a point 511.5 feet north of the south line of said Southwest Quarter; thence west parallel with said south line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to south line of Lot 1, Block 2, L.R. Jones Second Addition, Sedgwick County, Kansas; thence east along said south line to the east line of said Lot 1; thence north along said east line to the north line of said Lot 1; thence west along said north line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to the south line of Lot 11, Block 1, L.R. Jones Second Addition, Sedgwick County, Kansas and said line extended to the south line of NW Main Pump Station, an Addition to Wichita, Sedgwick County, Kansas; thence east along said

south line to the east line of said Addition; thence north along said east line to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to a point 1314.73 feet north of the south line of the Southwest Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence west parallel to said south line and the south line of the Southeast Quarter of Section 2, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas to the northeast corner of the Northwest YMCA Addition, an Addition to Sedgwick County, Kansas; thence west along the north line of said Addition to the northwest corner of said Addition; thence south and east along the west and south lines of said Addition to the south right-of-way line of 21st Street North;

thence west along said south right-of-way line to a point 441.92 feet east of the west line of the Northeast Quarter of Section 11, Township 27 South, Range 2 West of the 6th P.M.; thence south parallel to said west line to a point 860 feet south of the north line of said Northeast Quarter; thence east parallel with said north line a distance of 238.40 feet; thence south parallel to the west line of said Northeast Quarter a distance of 450 feet; thence west parallel to said north line to the west line of said Northeast Quarter; thence south along said west line to the north line of the south half of Section 11; thence west along said north line to the northwest corner of Reserve 49, Blackstone Addition, Sedgwick County, Kansas, said point being on the west line of said Addition; thence south, west and southwesterly along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to the west line of the east half of the Southeast Quarter of Section 11, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line and the west line of the east half of the Northeast Quarter of Section 14, Township 27 South, Range 2 West of the 6th P.M. to the south line of said Northeast Quarter; thence east along said south line and the south line of the Northwest Quarter of Section 13, Township 27 South, Range 2 West of the 6th P.M. to the northwest corner of the Southeast Quarter of said Section 13; thence south along the west line of said Southeast Quarter to the north right-of-way line of Central; thence west along said north right-of-way line to the west line of Block 1, Rainbow Lakes Estates extended north; thence south along said west line extended to the north line of Section 24, Township 27 South, Range 2 West of the 6th P.M.; thence west along said north line and said north line extended to the west right-of-way line of 135th Street West; thence south along said west right-of-way line to the south right-of-way line of Central; thence west along said south right-of-way line to the west line of the Northeast Quarter of Section 23, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line to the northeast corner of the Southwest Quarter of said Section 23; thence west along the north line of said Southwest Quarter to the west line of the east half of said Southwest Quarter; thence south along said west line to the north right-of-way line of Maple; thence west along said north right-of-way line to a point 400 feet east of the west line of the southeast quarter of the Southeast Quarter of Section 22, Township 27 South, Range 2 West of the 6th P.M.; thence north along a line parallel to said west line to the north line of the said southeast quarter of the Southeast Quarter; thence west 400 feet along said north line to said west line; thence south along said west line to said north right-of-way line; thence west along said north right-of-way line to the west line of said Southeast Quarter; thence south along said west line and the east line of the Northwest Quarter of

Section 27, Township 27 South, Range 2 West of the 6th P.M.; thence south along said east line to the south line of the north half of said Northwest Quarter; thence west along said south line to a point 1320 feet east of the west line of said Northwest Quarter; thence north parallel to said west line 267.3 feet; thence east parallel to the south line of said Northwest Quarter to the west right-of-way line of 162nd Street West; thence north along said west right-of-way line 390.7 feet; thence west parallel to said south line to a point 1320 feet east of said west line; thence south parallel to the west line of said Northwest Quarter 328 feet; thence west parallel to the south line of said Northwest Quarter to the east right-of-way line of 167th Street West; thence south along said east right-of-way line to the north right-of-way line of U.S. Highway 54; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M.; thence north along said west line to the north line of said Southeast Quarter thence east along said north line to the east right-of-way line of Reece Road; thence south along said east line to the south right-of-way line of Moscelyn Lane; thence east and easterly along said south right-of-way line to the west right-of-way line of 151st Street West; thence south along said west right-of-way line to the north right-of-way line of Grassmere Lane; thence west along said north right-of-way line to the west line of Tapestry Meadows Third Addition, said line being 997 feet west of the east line of said Southeast Quarter; thence south along said west line and the west line of Tapestry Meadows Second Addition to the north right-of-way line of U.S. 54 Highway; thence easterly along said north right-of-way line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to the north line of the Southwest Quarter of Section 25, Township 27 South, Range 2 West of the 6th P.M.; thence east along said north line to a point located 900 feet west of the Northeast Corner of said Southwest Quarter; thence southeast to a point 500 feet south of said Northeast Corner, said point being located on the east line of said Southwest Quarter; thence south along said east line to a point 1722 feet north of the south line of said Southwest Quarter; thence west parallel to said north line 250 feet; thence south parallel said east line to the north right-of-way line of U.S. 54 Highway as condemned in Case No. A-38302; thence east along said north right-of-way line to the west right-of-way line of 119th Street West; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M.; thence west along said north line to the east line of the West Half of said Section, thence north along said east line to the south right-of-way line of the A.T. & S.F. Railroad; thence westerly along the said south right-of-way to the east line of Lot 1, Centennial Sub, Sedgwick County, Kansas, said line being located 350 feet east of the west line of said Section; thence south along said east line a distance of 215 feet to the south line of said Subdivision; thence westerly along said south line to the east right-of-way line of 135th Street West; thence south along said east right-of-way line to a point 886.79 feet north of the south line of the Southwest Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M.; thence east parallel to said south line to a point 249.20 feet east of the west line of said Section; thence south parallel to the west line of said Section a distance of 259.16 feet; thence west parallel to the south line of said section to the east right-of-way line of 135th Street West; thence south along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to a point 1111.66 feet west of the east line of the Northwest Quarter of Section 1, Township 28 South; Range 2 West of

the 6th P.M.; thence S 01° 17' 03" W a distance of 885.54 feet; thence N 88° 51' 55" E a distance of 22 feet; thence S 01° 17' 03" W a distance of 1559.19 feet to the south line of said Northwest Quarter; thence east along said south line and the south line of the Northeast Quarter of said Section to a point 175.95 feet east of the southwest corner of said Northeast Quarter; thence north parallel to the east line of said Northeast Quarter to a point 2428.17 feet west and 1376.46 feet south of the northeast corner of said Northeast Quarter; thence east along a line parallel to the north line of said Northeast Quarter to a point located 613.27 feet west of the east line of said Northeast Quarter; thence S03 02'11"E, 79.17 feet; thence S29 23'22"E, 210 feet; thence S03 02'11"E, 215 feet; thence easterly to a point on the west right-of-way line of 119th Street West located 1,856.85 feet south, more or less, of the north line of said Northeast Quarter; thence north along said west right-of-way line to a point located 353.94 feet south of the north line of said Northeast Quarter; thence east parallel to said north line and said line extended east to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to the west line of the Northeast Quarter of Section 6, Township 28 South, Range 1 West of the 6th P.M.; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line and the south line of the Northwest Quarter of Section 5, Township 28 South, Range 1 West of the 6th P.M. to the west line of the east half of said Section; thence south along said west line of said east half and the west line of the east half of Section 8, Township 28 South, Range 1 West of the 6th P.M. to the south right-of-way line of 31st Street South; thence west along said south right-of-way line to a point 538.07 feet east of the west line of the east half of Section 7, Township 28 South, Range 1 West of the 6th P.M.; thence S02°29'53"E parallel with the west line of the east half of said Section to a point 1142.10 feet south of the north line of said section; thence S90°00'00"W parallel with the north line of said Section, 538.07 feet to the west line of the east half of said Section; thence north along said west line to a point 990 feet south of the north line of the Northwest Quarter of Section 7, Township 28 South, Range 1 West of the 6th P.M.; thence west 220 feet, to a point 990 feet south of said north line; thence north, to the south right-of-way line of 31st Street South; thence west along said south right-of-way, to the east right-of-way line of 119th Street West; thence south along said east right-of-way line, to a point 921.93 feet north of the southwest corner of said Northwest Quarter; thence east at an interior angle of 91°18', 326.15 feet; thence south at an interior angle of 88°42', 238 feet; thence west, 326.15 feet to the east right-of-way line of 119th Street West; thence south along said east right-of-way line to the south line of said Northwest Quarter; thence east along said south line, to the southeast corner of the west half of said Northwest Quarter; thence south along the west line of the east half of the Southwest Quarter of Section 7, Township 28 South, Range 1 West of the 6th P.M., 349.65 feet; thence east, 1371.05 feet to the east line of said Southwest Quarter; thence south along said east line, to a point 1,032.73 feet south of the northeast corner of said Southwest Quarter said point being the northernmost northeast corner of Lot 1, St. Peter The Apostle Catholic Church Addition; thence west along the north line of said Addition to the northernmost northwest corner of said Addition; thence southerly and westerly along the west line of said Addition to the north right-of-way line of Peter Avenue; thence east along said north right-of-way line to the east right-of-way line of Annie Avenue and the northernmost southeast corner of said Lot 1; thence north along the east

line of said Addition, 179.68 feet to the south line of said Addition; thence east along said south line, 130.04 feet to the west line of said Addition; thence south along said west line and the west line of Schulte Country Storage Addition to the southwest corner of said Addition; thence east along the south line of said Addition, to the westernmost southeast corner of said Addition and the northwest corner of Schulte Country Store Addition; thence south along the west line of said Addition to the southwest corner of said Addition; thence northerly and easterly along the south line of said Addition and the south line of Lot 1, St. Peter The Apostle Catholic Church Addition to the southernmost southeast corner of said Addition; thence north along the east line of said Addition to the south line of Lot 1, Block A, St Peter the Apostle Catholic Church 2nd Addition; thence east along said south line and the south line of Harvest Ridge Addition, to the southeast corner of Lot 30, Block C, Harvest Ridge Addition; thence south along the west line of said Addition and said line extended to the north right-of-way line of K-42 Highway; thence northeasterly along said north right-of-way line to a point 50 feet west of the east line of the Northeast Quarter, Section 9, Township 28 South, Range 1 West; thence south parallel to said east line to a line 50 feet south of and parallel to the south right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence southwesterly along said south line to a point 417.29 feet west of the east line of said Quarter Section measured along said line; thence northwesterly at right angles to said line 50 feet to the south line of said Railroad right-of-way; thence southerly and westerly along the south right-of-way line of the Atchison, Topeka and Santa Fe Railroad to the west right-of-way line of Maize Road; thence south along said west right-of-way line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the east right-of-way line of Tyler Road; thence north along said east right-of-way line to the south line of the north half of the Southwest Quarter of Section 9, Township 28 South, Range 1 West of the 6th P.M.; thence east along said south line to the east line of said Southwest Quarter; thence north along said east line to the southwest corner of the Northeast Quarter of said Section 9; thence east along the south line of said Northeast Quarter to the west right-of-way line of Ridge Road; thence north along said west right-of-way line and said line extended to the north right-of-way line of Highway K-42; thence northeasterly along said north right-of-way line to a point 210 feet west of the Center Line of Section 3, Township 28 South, Range 1 West of the 6th P.M.; thence north along a line parallel to and 210 feet west of said Center Line a distance of 328.3 feet; thence west at 90 degrees a distance of 390 feet; thence north along a line parallel to and 600 feet west of the Center Line of said Section 3 to a point 327.4 feet south and 600 feet west of the southwest corner of the northwest quarter of the Northeast Quarter of said Section 3; thence east at 90 degrees to a point on the Center Line of said Section 3; thence north to said southwest corner; thence east along the south line of the north half of the Northeast Quarter of said Section 3 to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the south right-of-way line of 31st Street South; thence west along said south right-of-way line to the west line of the J.I. Case Addition; thence south along said west line to a point 460 feet south of the north line of the Northeast Quarter of Section 10, Township 28 South, Range 1 West of the 6th P.M.; thence east 190 feet; thence south along said west line to the north line of Ecco Industrial Addition; thence west along said north line of said Addition to the west line of said Addition; thence south along said west line to the northeast corner of the Southwest Quarter of Section 10, Township 28 South, Range 1

West of the 6th P.M.; thence west along the north line of said Southwest Quarter to a point 242.4 feet east of the west line of said Southwest Quarter; thence south parallel with said west line 225 feet; thence east parallel with said north line to the west right-of-way line of Summitlawn Avenue; thence south along said west right-of-way line to the north right-of-way line of 35th Street South; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence south along said east right-of-way line to the south line of the north half of said Southwest Quarter; thence east along said south line to the east line of said Southwest Quarter; thence south along said east line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the south right-of-way line of MacArthur Road; thence west along said south right-of-way line to the west line of the east half of the Northeast Quarter of said Section 15, Township 28 South, Range 1 West of the 6th P.M.; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to a point 1273.00 feet west of the east line of the Southeast Quarter of said Section 15; thence southeasterly with a deflection angle to the right of 45°00'08", 237.00 feet; thence southeasterly with a deflection angle to the left of 12°14'30", 533.00 feet; thence southeasterly with a deflection angle to the right of 12°58'00", 315.00 feet; thence southeasterly with a deflection angle to the right of 22°30'00", 595.00 feet; thence southeasterly with a deflection angle to the left of 06°01'00", to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to the westerly right-of-way line of the Wichita-Valley Center Flood Control (Condemnation Case A-30410); thence northwesterly along said westerly line to the north line of the Southwest Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M.; thence west along said north line and said line extended to a point 667.87 feet west of the east line of the Southeast Quarter of said Section 15; thence north parallel with said east line of said Section 15 a distance of 521.77 feet to the south line of Wheatland Addition, Sedgwick County, Kansas; thence east along said south line of said Addition and said south line extended to the east right-of-way line of Hoover Road; thence north along said east right-of-way line to the south right-of-way line of MacArthur Road; thence east along said south right-of-way line to the west line of MacWest Addition; thence south along said west line to the south line of said Addition; thence east along said south line to the west right-of-way line of West Street; thence north along said west right-of-way line to the north right-of-way line of MacArthur Road; thence easterly along said north right-of-way line to the east right-of-way line of West Street; thence north along said east right-of-way line to the most westerly southwest corner of Lot 1, Block A, Pretty Prairie Addition; thence east along the south line of said Lot 1 to a point 230 feet east of the west line of the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M.; thence south along the west line of said Lot 1 to the south line of said Lot 1; thence southeasterly along said south line of said Lot 1 and the south line of Lot 2, Block A, Pretty Prairie Addition to the east line said Lot 2; thence north along said east line to the south line of Rainbow Sales Addition; thence east along said south line to the east line of said Addition; thence north along said east line to a point 350 feet north of the south line of said Southwest Quarter; thence east, parallel with said south line, 180 feet; thence north parallel to the east line of said Southwest Quarter, to the northern most southeast

corner of Lot 1, Trimmel Addition; thence north along the east line of said Addition and the east line of Carmichael Addition to the southerly right-of-way line of Interstate 235 Highway; thence southerly and easterly along said right-of-way line to a point 1998.2 feet east of the west line of the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M.; thence south parallel to said west line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to a point 359.34 feet west of the east line of said Southwest Quarter; thence north parallel to said east line to a point 359.34 feet west and 610.4 feet north of the southeast corner of said Southwest Quarter; thence east 194.34 feet to a point 610.4 feet north and 165 feet west of said southeast corner; thence north to a point 165 feet west of and 1326 feet north of said southeast corner, thence east to the east line of said Southwest Quarter; thence south along said east line to a point 1320.6 feet, more or less, north of the south line of the Southeast Quarter of said Section 12; thence east parallel with said south line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the north line of QuikTrip 13th Addition; thence west along said north line to the west line of said addition; thence south along said west line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way to a point 168.3 feet north of the south line of the Northeast Quarter, Section 13, Township 28 South, Range 1 West of the 6th P.M.; thence west to a point 233.8 feet west of the east line of said Section; thence south 168.3 feet to the south line of the north half of said Section 13; thence west along said south line to the southeast corner of the Northwest Quarter of said Section 13; thence north along the east line of said Northwest Quarter to the north line of the south half of said Northwest Quarter; thence west along said north line to the east right-of-way line of West Street; thence south along said east right-of-way line to the north line of Meek First Addition; thence east along said north line to the east line of said Addition; thence south along said east line to the south line of said Addition; thence west along said south line to the east right-of-way line of West Street; thence south along said east right-of-way line to a point 754 feet north of the south line of the Southwest Quarter Section 13, Township 28 South, Range 1 West of the 6th P. M.; thence east parallel to said south line to a point 208.71 feet east of the west line of said Southwest Quarter; thence south parallel to the west line of said Southwest Quarter 135 feet; thence east parallel to the south line of said Southwest Quarter to a point 600 feet east of the west line of said Southwest Quarter; thence south parallel to said west line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 13, Township 28 South, Range 1 West of the 6th P.M.; thence north along said west line to the north line of the south half of said Southeast Quarter; thence east along said north line to the west line of the east half of said Southeast Quarter; thence south along said west line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to a point 380 feet west of the east line of said Quarter Section; thence north parallel to said east line to a point 380 feet north of the south line of said Quarter Section; thence east parallel to said south line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to the west line of the east half of the Northeast Quarter of Section 24, Township 28 South, Range 1 West; thence south along said west line to the

south line of said Northeast Quarter; thence west along said south line to the east line of the west half of the west half of said Northeast Quarter; thence north along said east line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to the west line of said Northeast Quarter; thence south along said west line of said Northeast Quarter and the west line of the Southeast Quarter of said Section 24 to the south line of the north half of the Southeast Quarter; thence east along said south line and the south line of the North Half of the Southwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. to the west line of the Southeast Quarter of said Section 19; thence south along said west line and said line extended to the south right-of-way line of 55th Street South; thence west along said south right-of-way line to the west line of the east half of the northeast quarter of the Northwest Quarter of Section 30, Township 28 South, Range 1 East of the 6th P.M.; thence south along said west line to the south line of the northeast quarter of said Northwest Quarter; thence east along said south line to the west line of the Northeast Quarter of Section 30, Township 28 South, Range 1 East of the 6th P.M.; thence south along said west line to the north line of the Southeast Quarter of said Section 30; thence east along said north line to a point 400 feet west of the east line of the west half of said Southeast Quarter; thence south parallel to said east line to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the east right-of-way line of the Union Pacific Railroad; thence northeasterly along said east right-of-way line to the south line of the north half of Section 29, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the west line of the Southeast Quarter of said Section; thence south along said west line to the south right-of-way line of 59th Street South; thence east along said south right-of-way line to the west right-of-way line of Broadway Avenue; thence north along said west right-of-way line to the north line of said Southeast Quarter; thence east along said north line and the south line of the Northwest Quarter of Section 28, Township 28 South, Range 1 East of the 6th P.M. to the east line of said Northwest Quarter; thence north along said east line to the north line of the south half of the Northeast Quarter of Section 28, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line to the north line of the Riverside Drainage Canal; thence southeasterly and easterly along said north line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to the north line of Becker Addition, Sedgwick County, Kansas; thence west along said north line to a point 486.8 feet west of the east line of the Northeast Quarter of Section 28, Township 28 South, Range 1 East, said point being the west line of Becker Addition; thence south 301.17 feet along said west line to the north line of the Southeast Quarter of said Section 28; thence west along said north line to the east right-of-way line of the Kansas Turnpike; thence southerly along said east right-of-way line to the west line of said Southeast Quarter; thence south along said west line to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to a point 660.04 feet north of the north line of the south half of the Northeast Quarter of Section 33, Township 28 South, Range 1 East of the 6th P.M.; thence west along a line parallel to said north line to a point 660.04 feet west of the east line of said Northeast Quarter; thence south along a line parallel to said east line to the north line of the south half of said Northeast Quarter; thence west along said north line to the west line of said Northeast Quarter; thence south along said west line to the north right-of-way line

of the Big Ditch Cowskin Floodway; thence southeasterly along said north right-of-way line to the west right-of-way line of Hydraulic Avenue; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 33, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line and said line extended to the north right-of-way line of the Big Ditch Cowskin Floodway; thence southeasterly and easterly along said north line to the south line of the Riverside Levee; thence northwesterly along said south line to the east line of the Southeast Quarter of Section 34, Township 28 South, Range 1 East; thence south along said east line to the north line of the south half of said Southeast Quarter; thence west along said north line to the east right-of-way line of Grove Street; thence north along said east right-of-way line to a point 203.32 feet south of the north line of said Southeast Quarter; thence east parallel to said north line to a point 320 east of the west line of said Southeast Quarter; thence north parallel to the west line of said Southeast Quarter and said line extended to a point 137 feet north of the north line of said Southeast Quarter; thence west parallel to said north line to the east right-of-way line of Grove Street; thence north along said east right-of-way line to a point located 831.96 feet, more or less, south of the north line of the Northeast Quarter of said Section 34; thence southeasterly a distance of 563.09 feet more or less; thence northeasterly 144.3 feet more or less to a point on the south line of the Riverside Levee; thence northwesterly along said south line to the east right-of-way line of Grove Street; thence north along said east right-of-way line and said east right-of-way line extended to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the west line of the eastern portion of the Riverside Levee; thence northeasterly along said west line to the east line of the Southwest Quarter of Section 27, Township 28 South, Range 1 East of the 6th P.M.; thence north along said east line to the south line of Government Lot 7, located in the Southeast Quarter of Section 27, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the right bank of the Arkansas River; thence northerly along said right bank to the south line of Mona Kay Matlock Addition extended from the west; thence west along said extended line to the westerly right-of-way line of the Riverside Levee; thence northerly along said westerly right-of-way line to the north line of the Northwest Quarter of Section 22, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line to the right bank of the Arkansas River; thence northerly along said right bank to the northerly right-of-way line of the Kansas Turnpike; thence easterly and northerly along said northerly right-of-way line to the south line of the north half of Section 11, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the most southerly southeast corner of Turnpike Industrial 3rd Addition to Sedgwick County, Kansas; thence north along the east line of said Addition to the south line of said Addition; thence northeasterly and east along said south line to the southwest corner of Lot 1, Block A of Bradley Addition, Sedgwick County, Kansas; thence north along the west line of said Addition to the north line of said Addition; thence east along said north line of said Addition and said line extended to the east right-of-way line of Oliver Street; thence north along said east right-of-way line to the south right-of-way line of 31st Street South; thence east along said south right-of-way line to a point 2,170.42 feet east of the northwest corner of the Northwest Quarter of Section 12, Township 28 South, Range 1 East of the 6th P.M.; thence 490.25 feet on a bearing of S 00°00'00"W; thence 253.90 feet on a bearing of S18° 46'00"W; thence 389.40 feet on a bearing of S50°29'00"W; thence

285.26 feet on a bearing of $S62^{\circ}51'00''W$; thence 26.76 feet on a bearing of $S68^{\circ}07'15''W$; thence 553.32 feet on a bearing of $S34^{\circ}39'05''E$; thence 529.18 feet on a bearing of $N73^{\circ}30'20''E$; thence 377.90 feet on a bearing of $N13^{\circ}25'00''E$; thence 176.92 feet on a bearing of $N76^{\circ}35'45''W$; thence 100.00 feet on a bearing of $N01^{\circ}19'30''E$; thence 146.51 feet on a bearing of $N07^{\circ}44'55''W$; thence 89.02 feet on a bearing of $N65^{\circ}26'40''W$ to a point of intersection with a curve; thence northerly 421.20 feet along a curve to the left having a central angle of $19^{\circ}56'45''$ with a radius of 1209.92 feet, and with a great chord of 419.08 feet having a bearing of $N12^{\circ}50'55''E$ to a point of intersection with a radial line of said curve; thence 6.59 feet on a bearing of $N87^{\circ}07'30''W$ along the radial line of said curve to a point of intersection with a curve; thence northerly 294.20 feet along a curve to the left having a central angle of $11^{\circ}20'05''$ with a radius of 1489.52 feet, and with a great chord of 294.10 feet having a bearing of $N02^{\circ}47'30''W$ to a point of tangency; thence 30.33 feet on a bearing of $N08^{\circ}27'25''W$ along the tangent to the preceding curve to the south right-of-way line of 31st Street South; thence east along said south right-of-way line to the east right-of-way line of George Washington Boulevard; thence northerly along said east right-of-way line to the north right-of-way line of 31st Street South; thence east along said north right-of-way line to the east line of the Southwest Quarter of Section 1, Township 28 South, Range 1 East of the 6th P.M.; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of George Washington Boulevard; thence northwesterly along said east right-of-way line to the south right-of-way line of the Kansas Turnpike; thence northeasterly along said south right-of-way line to a line 300 feet south of and parallel to the north line of the Northwest Quarter of said Section 1; thence east on said line to the east line of said Northwest Quarter; thence north along said east line and the east line of the Southwest Quarter of Section 36, Township 27 South, Range 1 East to the northerly right-of-way line of the Kansas Turnpike; thence northeasterly along said northerly right-of-way line to the south right-of-way line of Harry; thence east along said south right-of-way line to the west line of the east half of the Northeast Quarter, Section 31, Township 27 South, Range 2 East; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to the west right-of-way line of Rock Road; thence south along said west right-of-way line to a point 40 feet south of the north line of the Northeast Quarter, Section 6, Township 28 South, Range 2 East of the 6th P.M.; thence east parallel to the north line of said Northeast Quarter and the north line of the Northwest Quarter, Section 5, Township 28 South, Range 2 East of the 6th P.M., to the east right-of-way line of Rock Road; thence south along said east right-of-way line to the south line of said Northwest Quarter; thence east along said south line and said line extended to a point on the north line of the Southeast Quarter, Section 5, Township 28 South, Range 2 East, said point being 240 feet east of the northwest corner of said Southeast Quarter; thence south parallel with the west line of said Southeast Quarter, 1015.17 feet more or less to a point 310 feet north of the south line of the northwest quarter of said Southeast Quarter; thence west parallel with the south line of the northwest quarter of said Southeast Quarter 105 feet; thence south parallel with the west line of said Southeast Quarter 310 feet to a point on the south line of the northwest quarter of said Southeast Quarter; thence east along the south line of the northwest quarter of said Southeast Quarter, 578.01 feet; thence north parallel with the west line of said Southeast Quarter, 515 feet; thence northeasterly

281.42 feet more or less to a point 912 feet east of the west line of said Southeast Quarter as measured parallel with the north line of said Southeast Quarter and said point being 610.62 feet south of the north line of said Southeast Quarter as measured parallel with the west line of said Southeast Quarter; thence north parallel with the west line of said Southeast Quarter 483.57 feet; thence east at right angles to the last described line 18 feet; thence north parallel with the west line of said Southeast Quarter 127.05 feet to a point on the north line of said Southeast Quarter; thence east along said north line and the south line of the Northeast Quarter of Section 5, Township 28 South, Range 2 East of the 6th P.M. to a point 300 feet east of the west line of the east half of said Northeast Quarter; thence north parallel to said west line a distance of 365 feet; thence west parallel to the south line of said Northeast Quarter to the west line of the east half of said Northeast Quarter; thence north along the west line of said east half a distance of 406.66 feet; thence east parallel with the south line of said Northeast Quarter a distance of 184 feet; thence north parallel to the west line of the east half of said Northeast Quarter a distance of 498.11 feet to the south line of the northeast quarter of said Northeast Quarter; thence east along said south line and the south line of the northwest quarter of the Northwest Quarter of Section 4, Township 28 South, Range 2 East of the 6th P.M. to a point 612.88 feet east of the west line of said Section 4; thence S83°53'08"E, 64.29 feet; thence S75°45'41"E, 304.16 feet; thence S81°07'31"E, 357.15 feet to a point on the east line of the northwest quarter of said Northwest Quarter; thence north to the south right-of-way line of Pawnee Avenue; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence north along said east line and the east line of the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6th P.M. to the south line of the North Half of said Section 33; thence east along said south line and the south line of the North Half of Section 34, Township 27 South, Range 2 East of the 6th P.M. to the west line of the East Half of said Section 34; thence south along said west line and the west line of the Northeast Quarter of Section 3, Township 28 South, Range 2 East of the 6th P.M. to the south line of said Northeast Quarter; thence east along said south line to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to a point 1364.95 feet west of the east line of Section 2, Township 28 South, Range 2 East of the 6th P.M. ; thence north parallel to said east line and the east line of Section 35, Township 27 South, Range 2 East of the 6th P.M. to the southeast corner of Reserve D, Sierra Hills 2nd Addition; thence northerly and easterly along the east line of said Addition to the northeast corner of Reserve E, said Addition; thence N79°52'54"E, 104.00 feet; thence N84°17'54"E, 535.00 feet; thence S00°47'54"W, 322.00 feet; thence N85°37'54"E, to the west right-of-way line of 143rd Street East; thence north along said west right-of-way line to the north line of the Southeast Quarter of Section 35, Township 27 South, Range 2 East of the 6th P.M.; thence west along said north line to the east line of the West Half of said Section; thence north along said east line and said line extended to the north right-of-way line of Harry Street; thence west along said north right-of-way line to a point 1,540.52 feet east of the west line of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M.; thence north along a line parallel to said west line to a point in the centerline of a creek, said point being located 105 feet north of the south line of said Southwest Quarter; thence northerly and easterly along the centerline of the creek to a point 343.18 feet west of the

east line of said Southwest Quarter; thence north parallel to said east line to the south line of the north half of said Southwest Quarter; thence east to the east line of said Southwest Quarter; thence north along said east line a distance of 627.26 feet; thence N32°21'18"W, 270.00 feet; thence N60°42'49"W, 632.00 feet; thence N28°20'44"W, 109.83 feet; thence S88°45'24"W, parallel with said north line, 134.79 feet; thence N01°14'36"W, 50.00 feet to the north line of said Southwest Quarter; thence east along said north line and north line of the Southeast Quarter of said Section 26 to a point located 1642.06 feet west of the northeast corner of said Southeast Quarter; thence south parallel to the east line of said Southeast Quarter to the north right-of-way line of Harry Street; thence west along said north right-of-way line to a point 1817 feet west of the east line of said Southeast Quarter; thence south on a line parallel to said east line and the east line of the Northeast Quarter of Section 35, Township 27 South, Range 2 East of the 6th P.M. to a point 177.02 feet south of the south line of Timber Valley Estates 3rd Addition, Sedgwick County, Kansas; thence southwesterly, 132.02 feet; thence southeasterly, 115 feet; thence southwesterly, 15 feet; thence southeasterly, 74 feet to a curve; thence southeasterly along said curve, 233.74 feet; thence easterly to an intersection with the west right-of-way line of 143rd Street East; thence north along said west right-of-way line to the south right-of-way line of Harry Street; thence east along said south right-of-way to the west line of the East Evangelical Free Church Addition, Sedgwick County, Kansas; thence south along said west line to the south line of said Addition; thence east along said south line a distance of 395 feet to the west line of Arbor Lakes Estates Addition, Sedgwick County, Kansas, said line being the west line of the northeast quarter of the Northwest Quarter of Section 36, Township 27 South, Range 2 East of the 6th P.M.; thence south along said west line a distance of 566.56 feet to the south line of the north half of said Northwest Quarter; thence east along said south line to the west line of the Northeast Quarter of said Section 36; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to the west right-of-way line of 159th Street East; thence north along said west right-of-way line to the north right-of-way line of Harry Street; thence east along said north right-of-way line to the east line of the Southeast Quarter of Section 25, Township 27 South, Range 2 East of the 6th P.M.; thence north along said east line to the north line of said Southeast Quarter; thence west on said north line to the east line of the Northwest Quarter of said Section 25; thence north on said east line to the south right-of-way line of Kellogg Drive; thence west on said south right-of-way line to the west line of the east half of said Northwest Quarter; thence south on said west line to the north line of the Southwest Quarter of said Section 25; thence west on said north line to the east right-of-way line of 143rd Street East; thence north along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence west along said south right-of-way line and the southerly right-of-way line of K-96 Highway to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the north right-of-way line of the Kansas Turnpike; thence northeasterly along said north right-of-way line to the south line of the Northwest Quarter, Section 23, Township 27 South, Range 2 East; thence west along said south line to the east line of Meadowland Addition, Sedgwick County, Kansas; thence northwesterly and west along the east line and the north line of said Addition to the east right-of-way line of 127th Street East; thence north along said east right-of-way line 341.91 feet, more or less, to the north right-of-way line of K-96 Highway; thence

westerly and northerly along said north right-of-way line and the west right-of-way line of K-96 Highway to the north right-of-way line of Central; thence west along said north right-of-way line to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the point of beginning; and in addition thereto the following tracts of land described as: A tract of land beginning at a point on the east line of Section 6, Township 28 South, Range 1 West of the 6th P.M., a distance of 30 feet north of the southeast corner of said Section; thence going northerly along the east line of said Section, a distance of 867.8 feet; thence turning left and going westerly to the half Section line at a point 880.6 feet north of the South Quarter corner of said Section; thence turning left and going southerly, a distance of 850.6 feet; thence turning left and going easterly parallel to the south line of said Section to the point of beginning EXCEPT for that part designated as 31st Street South right-of-way AND EXCEPT for that part designated as Maize Road right-of-way.

And Also:

All of the Southeast Quarter of Section 1, Township 27 south, Range 2 East of the 6th P.M. EXCEPT beginning at a point 660.09 feet south of the northeast corner of said Southeast Quarter; thence west 480 feet; thence north 41 feet; thence west 110 feet; thence south 41 feet; thence west 342.46 feet to the east line of Monarch Landing 2nd Addition; thence south along said east line and the east line of Monarch Landing Addition to the southeast corner of Lot 3, Block 5 of said Monarch Landing Addition; thence east to a point on the east line of said Southeast Quarter, said point being 1320.30 feet more or less south of the northeast corner of said Southeast Quarter; thence north along said east line to the point of beginning, AND EXCEPT for that part designated as 21st Street North right-of-way, AND EXCEPT for that part designated as 159th Street East right-of-way.

And Also:

A tract of land located in the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th P.M., described as: The south half of said Southwest Quarter, EXCEPT for that part designated as Webb Road right-of-way AND EXCEPT for that part designated as 45th Street North right-of-way.

And Also:

Tracts of land in Section 17 and Section 20, Township 26 South, Range 2 East of the 6th P.M., described as: Beginning at the southeast corner of the Southwest Quarter of said Section 17; thence north along the east line of said Southwest Quarter, 430.00 feet; thence west, parallel with the south line of said Southwest Quarter, 400.00 feet; thence south, parallel with the east line of said Southwest Quarter, 430.00 feet to a point on the south line of said Southwest Quarter; thence East along the south line of said Southwest Quarter, 400.00 feet to the point of beginning TOGETHER WITH that part of 53rd Street North described as: Beginning at the northeast corner of the Northwest Quarter of said Section 20; thence west along the north line of said Northwest Quarter to a point 400 feet west of the east line of said Northwest Quarter; thence south parallel with said east line to the south right-of-way line of 53rd Street North; thence east along said south right-of-way

line to the east line of said Northwest Quarter; thence north along said east line to point of beginning.

And Also:

Tracts of land in the Northwest Quarter of Section 17, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of 61st Street North and the east right-of-way line of the St. Louis and San Francisco Railroad, thence easterly and southerly along said east right-of-way line to a line parallel to and 370.01 feet west of the east line of said Northwest Quarter; thence north parallel with said east line to said south right-of-way line; thence west along said south right-of-way line to point of beginning.

And Also:

Tracts of land described as: The south 1000.06 feet of the west 1366.80 feet of the north half of the Southwest Quarter of Section 34, Township 26 South, Range 2 East of the 6th P.M EXCEPT for that part designated as Greenwich Road right-of-way.

And Also:

The east half of the west half of the Northwest Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M.; EXCEPT for the east 458 feet of the north 452 feet of said east half; AND EXCEPT for that part designated as K-96 right-of-way; AND EXCEPT for that part designated as 45th Street North right-of-way.

And Also:

The Southwest Quarter of Section 25, Township 26 South, Range 2 West of the 6th P.M.; EXCEPT for that part beginning at the southwest corner of said Southwest Quarter; thence north along the west line of said Southwest Quarter, 530 feet; thence east parallel to the south line of said Southwest Quarter, 290.4 feet; thence south parallel to said west line, 340 feet; thence west parallel to said south line, 61.14 feet; thence south parallel to said west line, 190 feet to the south line of said Southwest Quarter; thence west along said south line to point of beginning; AND EXCEPT that part designated as 37th Street North right-of-way; AND EXCEPT that part designated as 135th Street West right-of-way.

And Also:

A tract of land in the Northeast Quarter of Section 12, Township 27 South, Range 2 East of the 6th P.M., described as: Beginning at the intersection of the south right-of-way line of 21st Street North and the west right-of-way line of 159th Street East; thence west along said south right-of-way line to a point located 800 west of the east line of said Northeast Quarter; thence south, parallel with said east line, to a point 440.00 feet south of the north line of said Northeast Quarter; thence west, parallel with said north line a distance of 529.00 feet; thence south deflecting left 89°44'00", a distance of 2218.14 feet to the south line of said Northeast Quarter; thence east to the west right-of-way line of 159th Street East; thence north along said west right-of-line to the south right-of-way line of 21st Street North to the point of beginning.

And Also:

Tracts of land in the Northwest Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., described as: Beginning at a point of the south right-of-way line of U.S. Highway 54, said point being 1016 feet west of the east line of said Northwest Quarter; thence south parallel to the west line of said Northwest Quarter to a point 559.21 feet north of the north right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence west parallel to the north line of said Northwest Quarter 300 feet; thence north parallel to the west line of said Northwest Quarter to a point 531.59 feet, more or less, south of the north line of said Northwest Quarter; thence west parallel to said north line to the east right-of-way line of 167th Street West; thence north along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence east along said south right-of-way line to point of beginning.

And Also:

Tracts of land in the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., described as: Beginning at the intersection of the south right-of-way line of U.S. Highway 54 and the east line of said Northeast Quarter; thence south along said east line 460 feet; thence west parallel to the north line of said Northeast Quarter 467 feet; thence north parallel to said east line to the south right-of-way line of U.S. Highway 54; thence easterly along said south right-of-way line to point of beginning.

And Also:

Tracts of land in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6th P.M., described as: Beginning at a point on the south right-of-way line of U.S. Highway 54, said point being 396.69 feet east of the west line of said Northwest Quarter; thence south parallel to said west line to a point 589.29 feet south of the north line of said Northwest Quarter; thence west parallel to said north line to the east right-of-way line of 151st Street West; thence south along said east right-of-way line 162.2 feet; thence east parallel with said north line to a point on the west line of United Industrial Addition, said point being 546.69 feet east of the west line of said Northwest Quarter; thence south along said west line of said Addition to the south line of said Addition; thence east along said south line and said south line extended to the east right-of-way line of United Circle; thence northerly along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence west along said south right-of-way line to the point of beginning.

And Also:

A tract of land in the Northeast Quarter of Section 17, Township 28 South, Range 1 West of the 6th P.M., described as: Eliot Second Addition, Wichita, Sedgwick County Kansas.

And Also:

Tracts of land described as: That part of the east half of the Northwest Quarter lying north of the railroad right-of-way in Section 36, Township 27 South, Range 2 West of the 6th P.M., except the portion condemned in Case A-38302 and except that portion deeded to the State of Kansas in Deed Book 1419, Page 413.

And Also:

A tract of land in the Northeast Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M., described as: Beginning at the intersection of the west right-of-way line

of West Street and the south line of said Northeast Quarter; thence west along said south line to the east line of the Missouri Pacific Railroad right-of-way; thence north along said east right-of-way line 642.44 feet; thence east parallel to the south line of said Northeast Quarter to the west right-of-way line of West Street; thence south along said west right-of-way line to point of beginning.

And Also:

The west 130 feet of the following described tract: Beginning at a point 180 feet west of the northeast corner of the Northwest Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence west along the north line of said Northwest Quarter, 510 feet; thence south parallel with the east line of said Northwest Quarter, 420 feet; thence northeasterly 563.8 feet, more or less, to a point 180 feet west and 180 feet south of the northeast corner of said Northwest Quarter; thence north 180 feet to the point of beginning, EXCEPT for that part designated as 47th Street South right-of-way.

And Also:

A tract of land in the Southwest Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M. described as: Lots 1, 2, 3 and 4, Deer Creek Estates Second Addition, Sedgwick County, Kansas.

And Also:

A tract of land in the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P. M., described as: Commencing at the northwest corner of said Northwest Quarter; thence S00°E along the west line of said Northwest Quarter 1139 feet for a place of beginning; thence continuing S00°E, 258.26 feet; thence N89°48'30"E, 683.76 feet; thence N00°E, 175 feet; thence N44°09'W, 132.99 feet; thence S88°36'W, 591.3 feet to the point of beginning, EXCEPT for that part designated as Meridian Avenue right-of-way.

And Also:

A tract of land in Section 11, Township 28 South, Range 1 East of the 6th P.M. described as: Lot 1, Block A, Dunnegan Industrial Addition, Wichita, Sedgwick County, Kansas.

And Also:

Tracts of land in the Southwest Quarter of Section 26, the Southeast Quarter of Section 27, the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, all of Township 28 South, Range 1 East of the Sixth Principal Meridian, described as; All of Lots 4 and 5, Block B, TOGETHER WITH all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block C, TOGETHER WITH all of Lots 6, 7, 8, 9, 10, and 11, Block E, TOGETHER with all of Lots 1, 2, 3, 4, and 5, Block F, all in Woodvale Addition, Sedgwick County, Kansas, TOGETHER WITH that part of Lot 3 in said Block B, and that part of Lots 3, 16, and 17 in said Block C, and that part of Lots 7, 8, and 9 in said Block D, and that part of Holyoke Ave., Clifton Ave., and 62nd St. So. as dedicated in said Woodvale Addition lying south of the following described line: Commencing at the SW corner of the SW ¼ of Sec. 26, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County,

Kansas, said SW corner also being the SW corner of said Woodvale Addition; thence northerly along the west line of said SW ¼, and along the west line of said Woodvale Addition, 742.59 feet to the intersection with the south line of Right-of-Way Agreement, (Film 215, Page 1009), and for a point of beginning; thence easterly with a deflection angle to the right of 92°47'39", 310.00 feet; thence easterly with a deflection angle to the left of 02°46'24", 1006.62 feet to a point on the east line of the SW ¼ of said SW ¼, and on the east line of said Woodvale Addition, said point being 721.69 feet north of the SE corner of the SW ¼ of said SW ¼, said SE corner also being the SE corner of said Woodvale Addition, and there ending, TOGETHER with all of Myrtle Drive as dedicated in said Woodvale Addition, TOGETHER WITH all of Vassar Avenue as dedicated in said Woodvale Addition, TOGETHER WITH that part of Government Lot 1 in the NE ¼ of Sec. 34, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas and that part of Government Lot 4 in the SE ¼ of Sec. 27, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas lying northeasterly of the following described line: Commencing at the NE corner of said Government Lot 1; thence S01°09'09"E along the east line of said Government Lot 1, 795.57 feet to the mean high bank of the Arkansas River, and for a point of beginning; thence N51°09'09"W along said mean high bank, 200.00 feet; thence N33°51'09"W along said mean high bank, 148.00 feet; thence N68°04'58"W, 305.07 feet; thence N28°53'28"W along said mean high bank, 133.00 feet; thence N41°53'28"W along said mean high bank, 193.00 feet; thence N48°53'28"W along said mean high bank, 413.00 feet; thence N50°59'28"W along said mean high bank, 393.75 feet; thence N41°22'41"W along said mean high bank, 186.35 feet; thence N32°44'07"W along said mean high bank, 222.86 feet to a point on the south right-of-way line of Right-of-Way Agreement, (Film 215, Page 1009), and there ending, and lying south of that part of said Right-of-Way Agreement, (Film 215, Page 1009), described as follows: Commencing at the SE corner of said Government Lot 4; thence northerly along the east line of said Government Lot 4, 742.59 feet for a point of beginning; thence west with a deflection angle to the left of 89°58'45" a distance of 1006.10 feet; thence south 15.00 feet along a deflection angle to the left of 90°00'00"; thence west 300.00 feet along a deflection angle to the right of 90°00'00"; thence south 25.00 feet along a deflection angle to the left of 90°00'00" to a point, which point is 1306.10 feet west and 40.00 feet south of the point of beginning; thence west 335.00 feet, more or less, along a deflection angle to the right of 90°00'00", to a point on the east established bank line of the Big Arkansas River, and there ending, TOGETHER with the west 20.00 feet of Right-of-Way Agreement, (Film 242, Page 464), lying in Government Lot 2 in the NW ¼ of Sec. 35, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, and TOGETHER WITH the west 20.00 feet of the south 275.93 feet of the north 335.93 feet of said Government Lot 2, EXCEPT for that part designated 63rd Street South.

And Also:

Tracts of land located in Sections 26 and 27, Township 28 South, Range 1 East of the 6th P.M. described as: The south 1082.30 feet of the northwest quarter of the Southwest Quarter of said Section 26, EXCEPT that part designated as Clifton Avenue right-of-way TOGETHER WITH the south 1082.30 feet of Government Lot 3 located in the Southeast Quarter of said Section 27.

And Also:

Tracts of land in Sections 22, 23, 26 and 27, Township 28 South, Range 1 East of the 6th P.M., described as follows: Beginning at the southeast corner of the southwest quarter of the Southwest Quarter of said Section 23; thence north along the east line of the southwest quarter of the Southwest Quarter of said Section, to a point 1314.48 feet south of the north line of the Southwest Quarter of said Section; thence west parallel to said north line, to the west right-of-way line of Clifton Street; thence north along said west right-of-way line to a point on the north line of Reserve "G", Meadowlake Beach Addition, Wichita, Sedgwick County, Kansas; thence $S79^{\circ}41'19''W$ along the north line of said Reserve "G" to a point 174.43 feet west of the east line of Lot 1, Pinaire Mobile Home Park to Sedgwick County, Kansas; thence $N30^{\circ}00'23''W$, 35.00 feet; thence $S59^{\circ}59'37''W$, 1154.85 feet to a point 225.61 feet north of the south line of said Lot 1; thence $S89^{\circ}59'54''W$ parallel with the south line of said Lot 1, 570.00 feet to a point on the west line of said Lot 1; thence $S00^{\circ}00'06''E$, 225.61 feet to the southwest corner of said Lot 1, said point being on the north line of Government Lot 4, located in the Southeast Quarter of said Section 22; thence west along said north lot line to the east bank of the Arkansas River; thence south along said east bank to the intersection of said east bank and the centerline of a ditch, said point also being 830 feet south of the north line of Government Lot 2 in the Northeast Quarter of said Section 27; thence northeasterly along said ditch centerline to a point located 58.5 feet south of the north line of the southwest quarter of the Northwest Quarter of said Section 26 and 568 feet east of the west line of said southwest quarter of the Northwest Quarter; thence north along a line parallel to said west line to said north line; thence east along said north line to the west right-of-way line of Clifton Avenue; thence north along said west right-of-way line to the south right-of-way line of 55th Street; thence west along said south right-of-way line to the west line of the Northwest Quarter of said Section 26; thence south along said west line to a point located 200 feet south of the northwest corner of said Northwest Quarter ; thence west along a line parallel to the north line of the Northeast Quarter of said Section 27 a distance of 765 feet; thence north parallel to the east line of said Section 27 and said Section 22 a distance of 800 feet; thence east parallel to the south line of said Section 22 a distance of 490 feet; thence south parallel to the east line of said Section 22 a distance of 190 feet; thence east parallel to the south line of said Section 22 a distance of 275 feet to the west line of the Southwest Quarter of said Section 23; thence south along said west line to the south line of the southwest quarter of the Southwest Quarter of said Section 23; thence east along said south line to the southeast corner of the southwest quarter of the Southwest Quarter of said Section 23 and point of beginning

And Also:

Tracts of land in the Southeast and Southwest Quarters of Section 23, Township 28 South, Range 1 East of the 6th P.M., described as: Beginning at the intersection of the north right-of-way line of 55th Street South and the west right-of-way line of the ATS&F Railroad, thence north along said west right-of-way line to the northeast corner of said Southwest Quarter; thence west along the north line of said Southwest Quarter to the east right-of-way line of Clifton Avenue; thence south along said east right-of-way line to the north right-of-way line of 55th Street South; thence east along said north right-of-way to the point of beginning.

And Also:

A tract of land in the Northwest Quarter of Section 8, Township 28 South, Range 2 East of the 6th P.M. described as:

Reserve B, Rocky Ford Industrial Park Addition, Sedgwick County, Kansas

And Also:

A tract of land in the Northwest Quarter of Section 8, Township 28 South, Range 2 East of the 6th P.M. described as:

Reserve C and Lot 7, Block A; both in Rocky Ford Industrial Park Addition, Sedgwick County, Kansas

And Also:

Tracts of land described as the North 1145 feet of the West half of the Northwest Quarter except the East 776.19 feet and except Chitwood Estates Fourth Addition, in Section 24, Township 28 South, Range 1 West of; AND EXCEPT for that part designated as West Street right-of-way and as 47th Street South right-of-way

AND

Beginning 706 feet West of the Northeast Corner of the West half of the Northwest quarter, thence West 70.19 feet, thence south 570 feet, thence east 70.19 feet, thence North to the beginning, in Section 24, Township 28 South, Range 1 West except for that part designated as 47th Street South right-of-way.

COLLECTIVELY Described as:

That part of the northwest quarter of the Northwest Quarter of Section 24, Township 28 South, Range 1 West lying north of 48th Street South right-of-way and west of Chitwood Estates 3rd Addition AND EXCEPT that part designated as West Street right-of-way and as 47th Street South right-of-way

And Also:

Tracts of land located in the Southwest Quarter of Section 36, Township 27 South, Range 2 East of the 6th P.M., described as commencing at the northwest corner of said Southwest Quarter; thence S89°48'32"E, along the north line of said Southwest Quarter, 40.00 feet for a place of beginning; thence continuing S89°48'32"E, along said north line, 1737.00 feet; thence S44°14'09"W, 322.00 feet; thence S11°01'16"W, 126.00 feet; thence S34°51'21"E, 155.00 feet; thence S41°53'26"W, 277.00 feet; thence N88°38'14"W, 70.00 feet; thence S40°39'47"W, 155.00 feet; thence S08°47'08"W, 287.00 feet; thence N85°43'21"W, 188.00 feet; thence S55°32'56"W, 206.00 feet; thence S06°13'33"W, 202.00 feet; thence S48°02'58"E, 120.00 feet; thence S39°58'11"W, 214.00 feet; thence S75°03'46"W, 358.00 feet; thence S42°11'12"W, 110.00 feet; thence N31°34'45"W, 110.00 feet; thence N70°03'54"W, 174.00 feet; thence N48°08'50"W, 143.00 feet to a point 40.00 feet East of the west line of said Southwest Quarter ; thence N00°04'42"W, parallel with said west line, 1566.00 feet to the point of beginning.

And Also:

Tracts of land in Sections 23 and 24, Township 27 South, Range 2 East of the 6th P.M., described as:

Beginning at the intersection of the east line of said Section 24 and the south right-of-way line of Central; thence south along said east line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east line of the Southwest Quarter of said Section 24; thence north to the north line of said Southwest Quarter; thence west along said north line to the east line of the west half of said Southwest Quarter; thence south to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east right-of-way line of K-96 Highway; thence northerly and easterly along said east right-of-way line and the southeast right-of-way line of the K-96 Highway/Kansas Turnpike interchange to the east right-of-way line of 143rd Street East; thence south along said east right-of-way line to a point 1275.27 feet north of the south line of the Northwest Quarter of said Section 24, said point being the westernmost northwest corner of Lot 2, Block A, Clark Estates Addition; thence S89°49'00"E, 29.23 feet; thence northerly 412.65 feet along the west line of said Lot 2 to the north line of said Addition; thence east along said north line 151.93 feet to the east line of said Addition; thence southerly along said east line to the southeast corner of Lot 1, Block A of said Addition and the north line of Shadybrook Meadow Addition; thence easterly 67.59 feet along said north line to the westernmost corner of Lot 3, Block A, of The Estates at Shadybrook; thence northerly and easterly along the west line of said Lot 3 and of Lots 4 and 5, Block A in said Addition to the northwest corner of said Lot 5; thence easterly 67.44 feet along the north line of said Lot 5 to the southwest corner of Lot 5, Block 1, Scottsdale at Shadybrook Farm Addition; thence northeasterly along the west line of said Addition to the south right-of-way line of the Kansas Turnpike Authority; thence northeasterly along said south right-of-way line to the south right-of-way line of Central Avenue; thence east along said south right-of-way line to the point of beginning.

And Also:

Tracts of land in the Southeast Quarter of Section 13, Township 27 South, Range 2 East of the 6th P.M., described as: Beginning at the intersection of the north right-of-way line of Central Avenue and the west line of said Southeast Quarter; thence north along said west line to the south right-of-way line of the Kansas Turnpike Authority; thence northeasterly along said south right-of-way line to the west right-of-way line of 159th Street East; thence south along said west right-of-way line to the north right-of-way line of Central Avenue; thence west along said north right-of-way line to point of beginning.

And Also:

Tracts of land in Section 26, Township 29 South, Range 4 West of the 6th P. M., Sedgwick County, Kansas described as: All of said Section EXCEPT the east 1396 feet of the south 537 feet AND EXCEPT for that part designated as perimeter road rights-of-way.

And Also:

Tracts of land lying in the Northeast and Southeast Quarters of Section 14, Township 28 South, Range 1 West of the 6th P.M. described as:
Broad Street Industrial Park Addition to Sedgwick County, Kansas

BUT EXCLUDING the following blocks, parcels, pieces and tracts of land, even though completely surrounded by the territory of the District, and nothing herein shall otherwise be construed as incorporating or including such blocks, parcels, pieces and tracts of land within the District boundaries, such excluded lands being described as follows:

(a) Beginning at the intersection of the north line of Kellogg Street right-of-way and the Center Line of Woodlawn Boulevard; thence north along said Center Line to the Center Line of Douglas Avenue; thence west along said Center Line to the west line of Woodlawn Heights Addition; thence north along said west line a distance of 655 feet; thence east 377 feet; thence north 655 feet more or less, to the north line of the south half of the Northeast Quarter of Section 24, Township 27 South, Range 1 East of the 6th P.M.; thence east along said north line and the south line of Cresthill Manor Addition to the east line of the west half of Section 19, Township 27 South, Range 2 East of the 6th P.M.; thence south along said east line to the south line of Block U, Eastborough 3rd Addition; thence west to the east line of Block DZ, in said Addition, extended from the south; thence south along said east line and the east line of Block EZ, in said Addition, to the north right-of-way line of Kellogg Street; thence west along said north right-of-way line to the point of beginning.

(b) Tracts of land in Section 28, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at a point on the west right-of-way line of Greenwich Road, said point being 270 feet north of the south line of the Northeast Quarter of said Section 28; thence south along said west right-of-way line to the north line of the south half of the north half of the southeast quarter of the Southeast Quarter of said Section; thence west parallel to said south line to the west line of the southeast quarter of said Southeast Quarter; thence north along said west line to the north line of the southwest quarter of said Southeast Quarter; thence west along said north line to the west line of said Southeast Quarter; thence north along said west line to the south line of the Northeast Quarter of said Section 28; thence east along said south line to a point 1948 feet west of the east line of said Northeast Quarter; thence north parallel to said east line 270 feet; thence east parallel to the south line of said Northeast Quarter to point of beginning.

(c) A tract of land in the Southwest Quarter of Section 27, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of Greenwich Road and the north right-of-way line of Harry Street; thence north along said east right-of-way line to the north line of the south half of said Southwest Quarter; thence east along said north line to the east line of said Southwest Quarter; thence south along said east line to the north right-of-way line of Harry Street; thence west along said north right-of-way line to the point of beginning.

(d) A tract of land located in the Southeast Quarter of Section 28, Township 27 South, Range 2 East of the 6th P.M. described as: The southeast quarter of the southeast quarter

of said Southeast Quarter of Section 28, EXCEPT for the east 600 feet of the south 600 feet thereof, AND EXCEPT that part designated as Harry Street right-of-way, AND EXCEPT that part designated as Greenwich Road right-of-way.

(e) A tract of land located in the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6th P.M., described as: Lot 1, Block 1 Sedgwick County East Yard Addition, Sedgwick County, Kansas.

(f) The south half of the northeast quarter of the Southeast Quarter of Section 34, Township 27 South, Range 2 East of the 6th P.M., EXCEPT that part designated as 127th Street East right-of-way.

(g) Beginning at the south right-of-way line of Douglas and the west right-of-way line of 127th Street East; thence south along said west right-of-way line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to a point 726 feet east of the west line of the Southeast Quarter of Section 22, Township 27 South, Range 2 East of the 6th P.M.; thence north parallel to said west line to a point 1320 feet north of the south line of said Southeast Quarter; thence west parallel to said south line to the west line of said Southeast Quarter; thence north along said west line to the south right-of-way line of Douglas; thence east along said south right-of-way line to the point of beginning.

(h) A tract of land in Sections 9, 16 and 21, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of 13th Street North, and the east right-of-way line of Webb Road.; thence east along said south right-of-way line to a point 272.31 feet east of the west line of the Northeast Quarter of said Section 16; thence north parallel to said west line to the south line of the Southeast Quarter of said Section 9; thence east along said south line to the west line of the east half of said Southeast Quarter; thence north along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to a point 585 more or less feet west of the east line of said Southeast Quarter; thence south parallel to said east line and said line extended to the south right-of-way line of 13th Street North; thence west along said south right-of-way line to a point 642.45 feet west of the east line of the Northeast Quarter of said Section 16, said point also being the northwest corner of Lot 1, Block 1, Kiser West Addition; thence south along the west line of said Lot 1 to the southwest corner of said Lot 1; thence S00°32'23"E, 279.88 feet; thence N88°56'33"E, 337.33 feet to the west line of said Addition; thence south along said west line to the southeast corner of Lot 9, Block 1 of said Addition; thence east along the south line of said Lot 9 to the west right-of-way line of Greenwich Road; thence south along said west right-of-way line to a point 663.23 feet north of the south line of the Southeast Quarter of said Section 16; thence west parallel to said south line to a point 485 feet west of the east line of said Southeast Quarter; thence south parallel to said east line and said east line extended to the south right-of-way line of Central Avenue; thence east along said south right-of-way line to the west right-of-way line of Greenwich Road; thence south along said west right-of-way line to the north line of the southeast quarter of the Southeast Quarter of said Section 21; thence west along said north line to the west line of the southeast quarter of said Southeast Quarter; thence south along said west line to the north

right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east right-of-way line of Webb Road; thence north along said east right-of-way line to the south right-of-way line of Central Avenue; thence easterly along said south right-of-way line to the east right-of-way line of Elder, thence north along said east line to the center line of Chamberlin; thence west along said center line to the east line of Lot 45, Block 2, Lynch Addition to Travel Air City extended; thence north along said east line and the east lines of Lot 57 and 58, Block 2 of said Addition to the north line of said Lot 58; thence west along said north line to the east right-of-way line of Beech Road; thence north along said east right-of-way line to a point 91 feet south of the north line of the Southwest Quarter of said Section 16; thence west to the east line of the East Side Development Addition; thence north along said east line to the north line of said Addition; thence west along said north line to the east right-of-way line of Webb Road; thence north along said east right-of-way line to point of beginning.

(i) A tract of land in Sections 9, 10, and 15, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the southwest corner of the northeast quarter of the Southeast Quarter of said Section 9; thence north along the west line of the northeast quarter of said Southeast Quarter to a point located 423.11 feet south of the north line of said Southeast Quarter; thence east parallel to said north line to the west right-of-way line of Greenwich Road; thence north along said west right-of-way line to the south line of the Northeast Quarter of said Section 9; thence east along said south line and the south line of the Northwest Quarter of said Section 10 to the east right-of-way line of Greenwich Road; thence north along said east right-of-way line to a point 75 feet north of the south line of the Northwest Quarter of said Section 10; thence bearing N89°13'54"E, parallel with the south line of said Quarter Section, to a point 590 feet east of the west line of said Quarter Section; thence bearing N00°45'57"W, a distance of 330.00 feet; thence bearing S89°13'54"W, a distance of 135.00 feet; thence bearing N00°45'57"W, parallel with the west line of said Quarter section, a distance of 545.00 feet; thence bearing N89°13'54"E, a distance of 350.00 feet; thence bearing N00°45'57"W, a distance of 150.00 feet; thence bearing N51°40'13"W, a distance of 251.26 feet; thence bearing N00°45'57"W, a distance of 87.55 feet to a point 610.00 feet east of the west line of said Northwest Quarter thence east to a point 998 feet east of the west line of said Northwest Quarter; thence south parallel to said west line, 610 feet; thence east parallel to said north line of said Section 10, to the west right-of-way line of K-96 Highway; thence north along said west right-of-way to the southeast corner of Reserve C on Cross Pointe, 2nd Addition, Sedgwick County; thence east parallel to the north line of said Section 10, to the west line of the east half of said Section 10; thence south along said west line and the west line of the Northeast Quarter of said Section 15 to the westerly right-of-way line of K-96 Highway; thence northerly along said westerly right-of-way line to the south line of the Burlington Northern Railroad right-of-way; thence west along said south right-of-way line a distance of 894.72 feet; thence south to a point 755.95 feet north and 1320 feet east of the southwest corner of the Southwest Quarter of said Section 10, said point being located on the north line of Dillon 12th Addition to Sedgwick County, Kansas; thence west along said north line and said north line extended to the west right-of-way line of Greenwich Road; thence north along said west right-of-way line to the south line of the northeast quarter of the Southeast Quarter of said Section

9; thence west along said south line to the southwest corner of the northeast quarter of the Southeast Quarter of said Section 9, said corner being the point of beginning.

(j) The southwest quarter of the Northeast Quarter of Section 34, Township 26 South, Range 1 East of the 6th P.M., EXCEPT the south 660 feet of the east 330 feet of said southwest quarter of the Northeast Quarter.

(k) A tract of land in the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the 6th P.M. described as: That part of said Northeast Quarter lying south of South Harbor Addition and west of KPTS Addition and west of USD 259 Addition.

(l) That part of K-96 Highway right-of-way lying in the Southeast Quarter of Section 15, Township 27 South, Range 2 East of the 6th P.M. lying west of 127th Street East.

(m) A tract of land located in the Southeast Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M. described as:

Beginning at the intersection of the north right-of-way line of 29th Street North and the west line of said Southeast Quarter; thence north along said west line to the north line of the south half of said Southeast Quarter; thence east along said north line to a point 1145 feet west of the east line of said Southeast Quarter; thence south parallel to said east line to the north right-of-way line of 29th Street North; thence west along said north right-of-way line to point of beginning.

(n) A tract of land located in the North Half of Section 33, Township 26 South, Range 1 West of the 6th P.M. described as:

Beginning at the intersection of the south right-of-way line of 37th Street North and the west right-of-way line of the Kansas Southwestern Railroad; thence east along said south right-of-way line to a point 360 feet west of the east line of the west half of the Northeast Quarter of said Section 33, thence southerly perpendicular to the north line of said Northeast Quarter, to a point 95 feet south of said north line ; thence S55°55'48"E, 30.01 feet; thence east parallel with the north line of said Northeast Quarter, 79.12 feet; thence N75°26'48"E, 16.46 feet; thence east parallel with the north line of said Northeast Quarter, 22.67 feet; thence S44°12'31"E, 45.52 feet; thence southeasterly, 350.27 feet, more or less, to a point on the east line of the west half of said Northeast Quarter, said point being 440 feet south of the northeast corner of the west half of said Northeast Quarter; thence south along said east line to the south line of the north half of said Section 33, thence west along said south line to the west right-of-way line of the Kansas Southwestern Railroad; thence northerly and westerly along said west right-of-way line to the south right-of-way line of 37th Street North and point of beginning.

(o) A tract of land located in the Northwest Quarter of Section 4, Township 27 South, Range 1 West of the 6th P.M. Kansas described as: Beginning at the intersection of the east line of said Northwest Quarter and the south right-of-way line of 29th Street North; thence south along said east line to a point 600 feet south of the north line of said Northwest Quarter; thence west 150 feet to a point 600 feet south of said north line;

thence north parallel with the east line of said Northwest Quarter a distance of 450 feet; thence west 435 feet to a point 150 feet south of the north line of said Northwest Quarter; thence north parallel with the east line of said Northwest Quarter to the south right-of-way line of 29th Street North; thence east along said south right-of-way line to point of beginning.

(p) Tracts of land located in the Sections 15, 11, 3 and 10 all of Township 27 South, Range 1 West of the 6th P.M. described as:

Beginning at the intersection of the south right-of-way line of 21st Street North and the north line of the Missouri Pacific Railroad right-of-way; thence southeasterly along said north right-of-way line to the west right-of-way line of Interstate Highway 235; thence southerly and southwesterly along said west right-of-way line to the south right-of-way line of 13th Street, extended from the west; thence west along said south right-of-way line, to a point 3000.15' east of the west line of the Northwest Quarter of Section 15, Township 27 South, Range 1 West of the 6th P.M.; thence north, to the north right-of-way line of 13th Street North; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence north along said east right-of-way line to the south right-of-way line of 21st Street North; thence east along said south right-of-way line to point 1213.53 feet east of the west line of the Northeast Quarter of Section 10, Township 27 South, Range 1 West of the 6th P.M.; thence north to the north right-of-way line of 21st Street north; thence east along said north right-of-way line to the north right-of-way line of the Missouri Pacific Railroad; thence southeasterly to point of beginning.

(q) A tract of land in the Northwest Quarter of Section 29, Township 27 South, Range 1 West of the 6th P.M., described as follows: Beginning at a point on the south line of said Northwest Quarter, said point being 1665 feet west of the southeast corner of said Northwest Quarter; thence northeasterly for a distance of 173.30 feet; thence northeasterly with a deflection to the left of 00°04' for a distance of 353.81 feet; thence northeasterly with a deflection to the left of 01°31' for a distance of 443.94 feet; thence northeasterly with a deflection to the left of 36°27' for a distance of 337.02 feet; thence northwesterly with a deflection to the left of 42°41' for a distance of 114 feet, more or less, to the easternmost corner of Oatman Addition to Sedgwick County, Kansas; thence northwesterly along the east line of Oatman Addition to the northerly line of said Addition; thence northeasterly with a deflection to the right 57°46' for a distance of 290.95 feet, thence northeasterly with a deflection to the right of 22°44' for a distance of 462.24 feet; thence with a deflection to the left of 19°48' to the south right-of-way line of Maple Street; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence south along said east line to the south line of said Northwest Quarter; thence west along said south line to point of beginning.

(r) Tract of land in the Southwest Quarter of Section 30, Township 27 South, Range 1 West described as:

Beginning at the northeast corner of said Section; thence south along the east line of said Southwest Quarter to the north line of Brady Addition; thence west along said north line to the west line of said Addition; thence south along said west line to a point 338 feet

north of the north right-of-way line of U.S. Highway 54 as condemned in Case No. A-38302; thence west parallel with said north right-of-way line for a distance of 284 feet; thence north parallel to the east line of said Southwest Quarter to a point 514.21 feet south of the north line of said Southwest Quarter; thence east parallel to said north line 482.37 feet; thence north parallel to the east line of said Southwest Quarter 260 feet; thence west parallel to the north line of said Southwest Quarter 482.37 feet; thence north parallel to the east line of said Southwest Quarter to the north line of said Southwest Quarter; thence east along said north line to point of beginning.

(s) A tract of land in the Southeast Quarter of Section 13, Township 28 South, Range 1 West of the 6th P.M. described as:

Beginning at a point on the west right-of-way line of Meridian Avenue, said point being 731.51 feet north of the south line of said Section; thence west parallel to said south line to a point 1270.5 feet west of the east line of said Section; thence south parallel to the east line of said Section 240 feet; thence east parallel to the south line of said Section to the west right-of-way line of Meridian Avenue; thence north to point of beginning.

(t) Tracts of land in the Northeast Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M. and the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the west right-of-way line of Meridian Avenue and the south right-of-way line of 47th Street South; thence south along said west right-of-way line to the south line of said Northeast Quarter; thence east along said south line and the south line of said Northwest Quarter to the east line of the west half of said Northwest Quarter of Section 19; thence north along said line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to point of beginning, EXCEPT that part platted as Lots 1 and 2, Block A, Edwards Estates Addition, Sedgwick County, Kansas.

(u) A tract of land in Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of West Street, said point being located on the south line of Phat An Temple Addition; thence east along said south line, to the east line of said Addition; thence north along said east line and the east line of Erin Springs Addition, to the north line of said Addition; thence west along said north line and the north line of Lucas Springs Addition, to the east right-of-way line of West Street; thence south along said east right-of-way line, to point of beginning.

(v) A tract of land in the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the east line of said Northwest Quarter and the south right-of-way line of 47th Street South; thence south along said east line to a point 835 feet north of the south line of said Northwest Quarter; thence west parallel to said south line 40 feet; thence north parallel to said east line to the south right-of-way line of 47th Street South; thence east along said south right-of-way line to beginning.

(w) A tract of land in Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of West Street, said point being located 992.15 feet south, more or less, of the north line said Southwest Quarter; thence east along a line parallel to said north line, to a point 298.71 feet east of the west line of said Southwest Quarter and the southernmost southeast corner of Trimmel Addition; thence north along the east line of said Addition, 60 feet to the south line of said Addition; thence east along said south line, 26.29 feet; thence south 504.98 feet along a line parallel to the west line of said Southwest Quarter; thence west along a line parallel to the north line of said Southwest Quarter to the east right-of-way line of West Street; thence north along said east right-of-way line, to the point of beginning.

(x) A tract of land in the Southeast Quarter of Section 3, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at a point on the west right-of-way line of 127th Street East, said point being 744.45 feet south of the north line of said Southeast Quarter; thence west parallel to said north line to a point 258.72 feet west of the east line of said Southeast Quarter; thence north parallel to the east line of said Southeast Quarter 208.72 feet; thence east parallel to the north line of said Southeast Quarter to the west right-of-way line of 127th Street East; thence south along said west right-of-way line to point of beginning.

(y) A tract of land in the Southeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M. described as: Beginning 802.39 feet north and 1172.96 feet west of the southeast corner of said Southeast Quarter; thence north 75 feet; thence west 85 feet; thence south 75 feet; thence east 85 feet to beginning.

(z) A tract of land in the Northwest Quarter of Section 23, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at a point on the west line of said Northwest Quarter located 890 feet south of the north line of said Section 23; thence east parallel with said north line to a point 505 feet east of the west line of said Northwest Quarter; thence N 53°52'52" E, a distance of 359.16 feet; thence N 90°00'00" E, a distance of 200.00 feet; thence S 00°08'44" E, parallel with the east line of the west half of said Northwest Quarter, a distance of 67.39 feet, more or less, to the approximate center line of a creek; thence following the approximate center line of said creek, S22°00'44"W, 47.92 feet; thence S16°02'04"W, 110.34 feet; thence S00°29'36"W, 84.54 feet; thence S09°57'36"W, 127.74 feet; thence S02°59'31"E, 145.34 feet; thence S16°06'19"W, 133.72 feet; thence S29°37'55"W, 120.21 feet; thence S54°33'50"W, 43.77 feet; thence S69°46'35"W, 53.87 feet; thence S61°36'54"W, 65.25 feet; thence S43°39'57"W, 79.48 feet; thence S30°03'00"W, 91.40 feet; thence S42°56'45"W, 87.09 feet to a point 530.00 feet east of the west line of said Northwest Quarter; thence west to a point on said west line, said point being 1760 feet, more or less, south of the north line of said Northwest Quarter; thence north along said west line to point of beginning, EXCEPT for that part designated as Hillside road right-of-way.

(aa) A tract of land in the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at the intersection of east right-of-way line

of Maize Road and the south right-of-way line of 29th Street North, thence east along said south right-of-way line to the east line of said Northwest Quarter; thence south along said east line to the south line of Government Lot 3 ; thence west along said south line and said south line extended to the east right-of-way line of Maize Road; thence north along said east right-of-way line to the point of beginning.

(bb) Tracts of land in Section 7, Township 28 South, Range 1 West of the 6TH P.M., described as: Beginning at a point on west right-of-way line of Maize Road, said point being located 777.66 feet south of the north line of said Section; thence west along a line parallel to said north line, to a point located 625 feet west of the east line of said Section; thence north parallel with said east line, 333.80 feet, more or less; thence east parallel with said north line, 256.47 feet; thence N01°35'13"E, 202.92 feet; thence east parallel with said north line to the west right-of-way line of Maize Road; thence south along said west right-of-way line to the point of beginning.

(cc) A tract of land described as that part of K-254 Highway right-of-way lying in the North Half of Section 27, Township 26 South, Range 1 East of the 6th P.M.

(dd) A tract of land in the east half of Section 27, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the west right-of-way line of Hillside Avenue and the west right-of-way line of the Union Pacific Railroad, thence south along said west right-of-way line of Hillside Avenue to the east right-of-way line of the Union Pacific Railroad; thence southwesterly along said east right-of-way line to a point 1,181.4 feet north of the south line of said Section; thence north parallel to the west line of the Southeast Quarter of said Section to the west right-of-way line of the Union Pacific Railroad; thence southwest along said west right-of-way line to a point on the west line of said Southeast Quarter; thence north along said west line and the west line of the Northeast Quarter of said Section to the south line of the north half of said Northeast Quarter; thence easterly along said south line bearing N89°52'48"E a distance of 2262.56 feet to a point on the west right-of-way line of the Union Pacific Railroad; thence along said west right-of-way line bearing N30°19'25"E a distance of 339.04 feet; thence N59°40'35"W a distance of 25 feet; thence N30°19'25"E, to the west right-of-way line of Hillside and point of beginning.

(ee) A tract of land in the Northwest Quarter of Section 18, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of Meridian Avenue and the south line of the north half of said Northwest Quarter, thence east along said south line to the east line of said Northwest Quarter; thence south along said east line to the south line of said Northwest Quarter; thence west along said south line to a point 700 feet east of the west line of said Northwest Quarter; thence north parallel to said west line 130 feet; thence west parallel to said south line 200 feet; thence south parallel to said west line 130 feet to the south line of said Northwest Quarter; thence west along said south line 60 feet; thence north parallel to said west line a distance of 230 feet; thence west parallel to said south line to the east right-of-way line of Meridian; thence north along said east right-of-way line to the point of beginning

(ff) Tracts of land in the Northeast Quarter of the Section 11, Township 27 South, Range 2 West of the 6th P.M. described as: All of the northeast quarter of the Northeast Quarter of said Section EXCEPT for that part designated as 21st Street North right-of-way AND EXCEPT for that part designated as 135th Street West right-of-way.

(gg) A tract of land in the Southwest Quarter of Section 31, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of 119th Street West and the north line of said Southwest Quarter, thence east along said north line to a point 316 feet east of the west line of said Southwest Quarter; thence south parallel to said west line a distance of 275.7 feet; thence west parallel to said north line to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to point of beginning.

(hh) A tract of land in the Southwest Quarter of Section 31, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of 119th Street West located 615 feet more or less south of the north line of said Southwest Quarter; thence east parallel to said north line to a point 335 feet east of the west line of said Southwest Quarter; thence south parallel to said west line a distance of 495 feet; thence west parallel to said north line to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to the point of beginning.

(ii) A tract of land in the Southeast Quarter of Section 11, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the west right-of-way line of West Street, said point being located 335 feet south of the north line of said Southeast Quarter; thence west parallel with said north line to a point 500 feet west of the east line of said Southwest Quarter; thence north parallel with said east line a distance of 300 feet; thence east parallel to said north line to said west right-of-way line; thence south along said west right-of-way line to the point of beginning.

(jj) A tract of land in the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the intersection of the north right-of-way line of Harry Street and the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the south line of the north half of said Southwest Quarter; thence east along said south line to a point located 778.5 feet east of the west line of said Southwest Quarter; thence south parallel to said west line, a distance of 325.41 feet; thence S87°37'39"E, a distance of 128.77 feet; thence S 38° 15'58"E, a distance of 44.36 feet; thence S11°27'47"W, a distance of 165.81 feet; thence S21°11'21"E, a distance of 11.72 feet; thence S47°01'29"W, a distance of 46.10 feet; thence S28°49'28"W, a distance of 70.61 feet; thence S31°03'41"W, a distance of 103.24 feet to a point 778.5 feet east of said west line; thence south parallel to said west line, 246.07 feet; thence S59°27'02"W, a distance of 42.87 feet; thence S39°27'02"W, a distance of 79 feet; thence S30°27'02"W, a distance of 123 feet; thence S0° 52'58"E, a distance of 30 feet; thence S30°07'02"W, a distance of 41 feet; thence S0°32'58"E to the north right-of-way line of Harry Street; thence west along said north right-of-way line to the east right-of-way line of 127th Street East and point of beginning.

(kk) A tract of land in the Southeast Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M. described as: Beginning at a point located 660 feet west and 660 feet north of the southeast corner of said Southeast Quarter; thence east parallel to the south line of said Southeast Quarter to the west right-of-way line of 119th Street West; thence south and southwesterly along said west right-of-way line to the north right-of-way line of Pawnee Avenue; thence southwesterly and west along said north right-of-way line to a point 660 feet west of the east line of said Southeast Quarter; thence north parallel to said east line to point of beginning.

(ll) A tract of land in the Northeast Quarter of Section 6, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of Pawnee Avenue and the west right-of-way line of Maize Road, thence west along said south right-of-way line to a point 475 feet west of the east line of said Section; thence south parallel to said east line to point 943 feet south of the north line of said Section; thence east parallel to said north line to the west right-of-way line of Maize Road; thence north along said west right-of-way line to point of beginning.

(mm) A tract of land described as: The east 208 feet of the north 208 feet of the south 1308 feet of the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M., EXCEPT for that part designated as Hoover Road right-of-way.

(nn) A tract of land in the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M. described as: The north 208 feet of the west 417.42 feet of Government Lot 1, EXCEPT for that part designated as 45th Street road right-of-way.

(oo) Tracts of land in Section 5, Township 28 South, Range 2 East of the 6TH P.M., described as: Beginning at the intersection of the south line of the northeast quarter of the Northeast Quarter of said Section 5 and the west right-of-way line of Webb Road; thence north along said west right-of-way line a distance of 167 feet; thence west to a point 332 feet west of the east line of said Northeast Quarter, said point being located on the east line of Lot 8, Block 3, Turtle Run 2nd Addition; thence north along the east line of Block 3, Turtle Run 2nd Addition a distance of 277 feet; thence east to the west right-of-way line of Webb Road; thence south along said west right-of-way line to the point of beginning.

SECTION 3. By way of general description, the services to be provided within the District will include the enhancement of tourism and convention marketing efforts, increasing convention advertising in key meeting planner publications, supporting convention sales initiatives in key markets, digital advertising, leisure marketing efforts, and, as may be necessary and appropriate, additional services such as, but not limited to, bid fees, special events, online social media, staffing, administrative and/or collection fees, legal fees, creative development, sales efforts (sales calls/client events), and website(s). In addition, District services will include measuring the return on investment from the activities funded by the District. Annually, Go Wichita will submit a Proposed Operating Plan and Budget to the Board for the ensuing calendar year (the "Business Plan") sufficiently timely to allow the Board to perform its statutory obligations. It is anticipated that in years of surplus and the early years of the District the Business Plan will make provision for the establishment of reserves and in years of deficits application

of reserves. Furthermore, the Business Plan may include expenditures from current year revenue in a future year or years.

SECTION 4. Based on the report submitted by the Tourism Business Improvement District Special Planning Committee, the method proposed to raise the revenues needed to finance such services is an annual fee to be levied pursuant to K.S.A. 12-1791 on all hotels within the District having fifty (50) or more rooms. Such fee shall be calculated as 2.75% of the amount of the hotel's Subject Room Rentals (as hereinafter defined) (the "Fees"). "Subject Room Rentals" shall mean a hotel's annual gross room rental revenue, reduced by the amount of rental revenues received for rooms rented as a direct purchase by the federal government, its agencies or instrumentalities, and by the amount of rental revenues received for rental of rooms rented to the same guest for more than 28 consecutive days. Such annual Fee shall be payable in arrears on or before the last day of January each year. Deposits toward the Fee shall be paid in twelve monthly installments. Monthly, each hotel will pay a deposit to the City of an amount equal to 2.75% of the amount of the previous month's Subject Room Rentals. In January, a final deposit will be made and the aggregate monthly deposits of the business will be applied to pay the annual Fee. The final deposit will be an amount equal to the difference between the amount of 2.75% of the prior calendar year's Subject Room Rentals and the sum of the eleven monthly deposits previously made. The total annual revenue is expected to be approximately \$2.5 million. In the event a business chooses to pass the Fee on to guests, the Fee shall be disclosed in advance as the "Tourism Fee." The City will contract with Go Wichita to manage the District and to provide services to the District, and for provision of services to any city-owned hotel not subject to the Fee.

SECTION 5. Pursuant to K.S.A. 12-1792, a budgeted special revenue fund is hereby created to receive Fees levied by the District pursuant to the Act, all of which shall be deposited to the credit of such special revenue fund and thereafter accounted for and expended for the purposes authorized by the Act and the terms of this Ordinance. The City shall be entitled to retain a portion of the Fee collected, to cover its costs of collecting the Fee and administering the special revenue fund. All funds other than the administrative fee will be paid to Go Wichita pursuant to its Contract on a monthly basis, while such Contract remains in effect. If funds are collected in excess of the approved Budget outlined in the Business Plan or a shortfall is created, the City Manager and Go Wichita (while its Contract remains in effect) will agree on Business Plan modifications to adjust to actual revenues, which modifications may include a reserve for future years.

SECTION 6. Pursuant to K.S.A. 12-1790, there is hereby created an advisory board for the District, to be known as the Tourism Business Improvement District Advisory Board (hereinafter, the "Board").

SECTION 7. The Board shall be composed of not less than seven (7) nor more than nine (9) members, all of whom shall represent businesses within the District and five (5) (of seven) or six (6) (of nine) representatives of businesses within the District who pay the fee (pursuant to K.S.A. 12-1790), the remainder of whom will be from marketing or finance disciplines with expertise related to the services provided by the District, and

all of whom shall serve without compensation. The members of the Board shall represent businesses from a diverse geography within the City boundaries, and small, medium, and large businesses. A majority of the initial members will serve initial terms from their date of appointment to June 30, 2015, and the remainder to June 30, 2016, with successor terms to be two-year terms commencing July 1 and expiring June 30 of the second year thereafter. Go Wichita, as a representative of the business owners of the District, may submit a list of nominees (one name for each vacancy) to be considered by the City Council for appointment to the Board, which nominees may be selected or rejected by the City Council in the exercise of its discretion. If any nominee is rejected by the City Council, Go Wichita may submit an additional name (one for each vacancy) to be considered by the City Council, which nominee may be accepted or rejected, until all positions have been filled with voting members. Thereafter upon expiration of any term or the existence of a vacancy, Go Wichita may present nominations to the City Council to fill such positions in the same manner.

The Board may adopt by-laws, select officers, and conduct business consistent with K.S.A. 12-1782, *et seq.* and in accordance with the policies and for boards and commissions in the City Code Sec. 2.12.010 *et seq.*, except the Board will not be subject to Sec. 2.12.010 (1) (4) (6) and Sec 2.12.020 (3) (5).

SECTION 8. The Board shall conduct its meetings and affairs in accordance with the provisions of Sections 2.12.010 and 2.12.020 of the Code of the City of Wichita, except that the regular schedule of meetings to be established by the Board may provide for meetings less frequently than monthly if the Board determines that the business of the Board does not require monthly meetings.

SECTION 9. Annually, the Board will review and approve the Business Plan submitted by Go Wichita as provided in Section 3 hereof and the Board shall, pursuant to K.S.A. 12-1790, not later than May 15 of each year, submit to the City's Governing Body a recommended program of services to be performed or provided within the District during the next ensuing calendar year, and a proposed budget to accomplish these objectives, consistent with the Business Plan. Consistent with its annual statutory obligations, the Board shall also serve as an oversight body, which shall annually: a) develop goals and performance measures for the District; b) provide a report to the City Manager, for transmission to the City's Governing Body, reporting current progress in implementation of the District and in development and achievement of goals and performance measures; c) ensure Go Wichita evaluates any requests for proposals to be issued on behalf of the District, as well as the responses submitted by vendors or service providers proposing to furnish goods or services to the District; d) ensure Go Wichita evaluates the performance of vendors and service providers furnishing good or services to the District; e) advise the City Manager and the City's Governing Body as to the adequacy of any classification of businesses and any annual fee levied to finance the cost of services provided within the District; and f) advise the City Manager and the City's Governing Body concerning any other matters which the Board deems to be material pertaining to the operations of the District. The City and Go Wichita will enter into a contract for the provision of management and other services to the District in accordance

with the Business Plan. Go Wichita shall work with the Board on the development of specific activities to be provided each year and to assist the Board in the performance of its duties.

SECTION 10. In keeping with Section 2.12.020(6) of the Code of the City of Wichita, a regular full-time city employee shall be assigned as *ex officio* secretary to the Board for purposes of maintaining records, minutes and the handling of administrative matters without the right to vote or to perform any other function than provide administrative services. The City Manager shall also provide any additional staff support needed to insure that the board receives informational support and professional and technical assistance necessary to carry on its duties and conduct its meetings.

SECTION 11. The District will have a nine-year term, commencing January 1, 2015 and terminating December 31, 2023, except that annually, the term of the District will be extended one year without any action of the City when the District budget is approved. Provided however, that the City may by appropriate and specific action of the City Council vote not to extend the term for one additional year at the time of the District budget approval, in which event the District term will not be extended for one additional year, but at the time of the next District budget approval, the term will automatically be extended one year unless by appropriate action of the City Council the City elects not to extend the term in such year. During the calendar year beginning January 1, 2020, and every ninth calendar year (i.e. in 2029) thereafter, only, a numerical majority of the businesses paying the fee may petition to the City to dissolve the District, effective on the last day of the third full calendar year following the filing of the petition; provided however that the fee for the last full year would still be due as provide in Section 4.

SECTION 12. Financing provided by the District shall be supplemental to the City's current level of funding for Go Wichita, which is one-third (1/3) of the transient guest tax. If the City reduces the percentage share of the transient guest tax funds provided to Go Wichita to less than one-third (1/3), a numerical majority of the businesses paying the fee may petition the City to dissolve the District as of the next January 1; provided however that the fee for the last full year would still be due as provide in Section 4.

SECTION 13. The City of Wichita shall have the authority to levy and collect penalties on unpaid Fees and deposits. If any delinquent fee, deposit, or penalty is not paid within sixty days from the date on which the fee or deposit became delinquent, the City shall give notice to the business of its intention to initiate a collection action. Written notice shall be deemed given when a copy of the notice is enclosed in a sealed envelope with postage thereon fully prepaid and certified in the United States mail and addressed to that address given by the business to the City. The collection action may be initiated upon lapse of the fifteen-day period provided in the notice if not all fees, deposits, and penalties are paid in full within the fifteen-day period.

For each and every month, or any part thereof, the Fee or any deposit towards the fee provided for by this ordinance remains unpaid after the Fee or deposit becomes due and

payable by the business, there shall be added to such Fee or deposit, as a penalty, ten percent (10%) of the amount of said fee or deposit for the first month or any part thereof the Fee or deposit is unpaid, and for each and every month thereafter, two percent (2%) of the amount of said Fee or deposit shall be added until the Fee or deposit and the penalty is fully paid. In no case shall the total penalty exceed thirty percent (30%) of the fee or deposits.

SECTION 14. Following its passage, this Ordinance shall be published one time in the official City paper.

SECTION 15. This ordinance, which is subject to the protest provisions of K.S.A. 12-1789, shall take effect immediately upon its publication, but shall be subject to subsequent repeal if, within the 45 days following its publication, a sufficient petition subscribed by the owners of a majority of the businesses located within the District is submitted to compel the repeal of this ordinance and the dissolution of the District.

PASSED BY THE GOVERNING BODY at Wichita, Kansas this 25th day of March, 2014.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council

SUBJECT: Public Hearing on an Amendment to the K-96 Greenwich STAR Bond District Boundaries (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading.

Background: On February 14, 2012, the City Council held a public hearing and approved the establishment of the K-96 Greenwich STAR Bond District. On March 6, 2012, the District was adopted following notification from the State Secretary of Commerce approving adoption of a STAR Bond District. The K-96 Greenwich STAR Bond Project Plan was adopted by the City Council on February 5, 2013 and approved by the Secretary of Commerce on June 3, 2013. The STAR Bonds were issued in the amount of \$36,325,000 on December 12, 2013.

The Ordinance establishing the District included a map and legal description of property within the District. The map and legal description provided by the Developer omitted property intended to be in the district as public right-of-way for 27th Street North. An amendment to the Ordinance is needed in order to include the omitted property in the district for eligible improvements. Amendment of the Ordinance requires holding a new public hearing at a time and place set by resolution of the City Council, pursuant to state law.

On February 11, 2014, the City Council adopted a resolution stating its intent to consider an amendment to the District Plan. The resolution set 9:30 a.m. on March 18, 2014, or as soon thereafter as possible as the time for a public hearing before the City Council on this matter. Copies of the resolution were mailed, by certified mail, to all owners and occupants of the property in the district, and to the board of Sedgwick County Commissioners, the U.S.D. 265 Board of Education and the U.S.D. 375 Board of Education, according to state law.

Analysis: The STAR Bond statute only permits the use of STAR Bond funds within the District boundaries. Improvements along 27th Street North are necessary for the development of the District and the multi-sport athletic facility. Including the 27th Street right-of-way allows the use of STAR Bond funds for the improvements. Funding for the 27th Street improvements is already included in the approved STAR Bond budget.

The City has received approval from the Kansas Department of Commerce to amend the boundaries of the District to include the omitted property. In order for the City to fully utilize STAR financing for its intended purpose within the K-96 Greenwich STAR Bond District, the boundaries must be amended to include 27th Street right-of-way.

Financial Considerations: The publication and mailing costs associated with amending the STAR Bond District boundaries will initially be paid from the Economic Development Fund and will eventually be reimbursed with available STAR bond funds.

Legal Considerations: The attached ordinance amending the district boundaries has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the ordinance amending the district boundaries for the K-96 Greenwich STAR Bond Project District.

Attachments: Ordinance with Exhibits

ORDINANCE NO. 49-674
AN ORDINANCE AMENDING ORDINANCE NO. 49-208 OF THE CITY OF
WICHITA, KANSAS, THAT ESTABLISHED THE K-96 GREENWICH STAR
BOND PROJECT DISTRICT.

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

WHEREAS, by Ordinance No. 49-208, passed March 6, 2012, and published on March 9, 2012, the City Council of the City (the “Governing Body”), established a STAR bond district pursuant to K.S.A. 12-17,160 *et seq.*, as amended (the “Act”), known as the K-96 Greenwich STAR Bond Project District (the “District”); and

WHEREAS, *Exhibit A* to Ordinance No. 49-208 contained the legal description of property within the District; and

WHEREAS, after complying with procedural requirements of the Act, by Ordinance No. 49-438 passed February 5, 2013 and published February 22, 2013, the Governing Body made certain findings required by the Act and adopted the Phase I STAR Bond Project Plan (the “Project Plan”) for development of the District; and

WHEREAS, *Exhibit E* to the Project Plan contained the legal description of property within the District; and

WHEREAS, by Ordinance No. 49-572, passed September 10, 2013, and published on September 13, 2013, the Governing Body approved, in connection with the development of the District and the implementation of the Project Plan, the execution of a Development Agreement, dated September 13, 2013, among the City, Wichita Destination Developers, Inc., Goodsports Village Wichita, LLC and Goodsports Communities, Inc. (the “Development Agreement”), as amended by a First Amendment of Development Agreement, between the same parties, dated as of November 22, 2013 (the “Development Agreement Amendment”); and

WHEREAS, a copy of the Development Agreement was recorded with the Sedgwick County, Kansas, Register of Deeds on December 16, 2013 and appears at DOC#/FLM-PG 29424599; and

WHEREAS, a copy of the Development Agreement Amendment was recorded with the Sedgwick County, Kansas, Register of Deeds on December 16, 2013 and appears at DOC#/FLM-PG 29424600; and

WHEREAS, a copy of Ordinance No. 49-208 was attached as *Exhibit A* to the Development Agreement; and

WHEREAS, the legal description of the District omitted certain property intended to be included within the District as a public right-of-way for 27th Street (the “Omitted Property”); and

WHEREAS, pursuant to the Act, the Secretary of the Kansas Department of Commerce (the “Secretary”) has consented to amending the boundaries of the District to include the Omitted Property; and

WHEREAS, the Governing Body, by Resolution No. 14-052, adopted February 11, 2014, set a public hearing to consider amending the boundaries of the District to include the Omitted Property; and

WHEREAS, Resolution No. 14-052 was published on March 6, 2014 and a copy thereof was mailed on February 19, 2014, to the entities and persons required by the Act, and

WHEREAS, on March 18, 2014, after complying with procedural requirements of the Act, a public hearing was opened, public comment was received by the Governing Body and the public hearing was closed; and

WHEREAS, the Governing Body is authorized by the Constitution of the State of Kansas (particularly Article 12, Section 5) and the Act to pass an ordinance amending Ordinance No. 49-208 to expand the boundaries of the District.

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

Section 1. Ordinance Amendment. *Exhibit A* to Ordinance No. 49-208 is hereby amended to read as follows:

EXHIBIT “A”
STAR BOND DISTRICT
LEGAL DESCRIPTION
(Revised to include 27th Street North R/W)

A tract of land situated in the West One-half of Section 3, the East One-half of Section 4 and the Northwest Quarter of Section 10, all in Township 27 South, Range 2 East, of the Sixth Principal Meridian in, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Note: The basis of the bearings in this description is N 89° 16' 46" E being the South line of the Southwest Quarter of said Section 3, and as shown Cross Pointe 2ND an addition to Wichita, Sedgwick County Kansas.

Beginning at the Southeast corner of said Section 4, said corner being common with the Southwest corner of said Section 3 and the Northwest corner of said Section 10 and at the intersection of the centerlines for 21st Street North and Greenwich Road;

Thence South 89° 01' 03" West 1550.01 feet, on the south line of the Southeast Quarter of said Section 4 and generally West on the centerline of 21st Street North to a point 60.0 feet south of the southwest corner of Lot 12, Block 1, Regency Lakes Commercial 2ND Addition, an addition to Wichita, Sedgwick County, Kansas;

Thence North 00° 42' 44" West 2645.22 feet on the extended west line of said Regency Lakes Commercial 2ND Addition to a point on the north line of the Southeast Quarter of said Section 4, said point being the south line of Regency Park Addition, an addition to Wichita, Sedgwick County, Kansas, and said point being coincident with the North right of way line of Highway K-96;

Thence North 89° 02' 53" East 381.86 feet, along the north line of said Southeast Quarter, and along said south line of Regency Park Addition, and said the north right of way line of Highway K-96;

Thence North 54° 11' 18" East 614.48 feet continuing along said south line of Regency Park Addition and said north right of way line of Highway K-96;

Thence North 74° 45' 12" East 316.18 feet continuing along said south line of Regency Park Addition and said north right of way line of Highway K-96;

Thence South 89° 59' 33" East 360.23 feet continuing on said south line of Regency Park Addition and said north right of way line of Highway K-96 extended to a point on the East line of the Northeast Quarter of Section 4, said line being common with the West line of the Northwest Quarter of said Section 3 and the centerline of Greenwich Road;

Thence North 00° 32' 29" West 2257.64 feet on said common line and said centerline of Greenwich Road to the northwest corner of said Northwest Quarter of Section 3;

Thence North 89°16'14" East 1030.00 feet on the north line of said Northwest Quarter of Section 3, to a point 60.00 feet north of the northwest corner of Block A, Stoney Pointe Addition, Wichita, Sedgwick County, Kansas;

Thence South 00°32'29" East 1023.95 feet along the extended west line of said Stoney Pointe Addition to the southwest corner of Reserve D, said Stoney Pointe Addition;

Thence North 89°14'32" East 250.00 feet on the south line of said Reserve D to a point being 50.00 feet south of the northwest corner of Lot 2, Block A, said Stoney Pointe Addition;

Thence South 00°32'29" East 262.00 feet on the west line of said Lot 2 to the Southeast corner of said Lot 2;

Thence North 89° 14' 32" East 1366.38 feet, along the North right of way line of 27th Street North to a point on the East line of said Stoney Pointe Addition, said point being coincident with the East line of the Northwest Quarter of said Section 3;

Thence South 00° 35' 35" East 1388.80 feet, along said East line to the Center corner of said Section 3, being common with the Southwest corner of Reserve G, said Greenwich Business Center Addition, and being common with the northwest corner of The Fairmont, an Addition to Wichita, Sedgwick County, Kansas;

Thence South 00° 35' 48" East 2651.74 feet, on the East line of the Southwest Quarter of said Section 3, to the southeast corner of said Southwest Quarter, being coincident with the northeast corner of the Northwest Quarter, said Section 10 and on the centerline of 21st Street North;

Thence South 01° 00' 22" East 1862.90 feet, on the East line of the said Northwest Quarter of Section 10 to a point 417.59 feet east of the southeast corner of Reserve C, said Cross Pointe 2ND;

Thence South 89° 16' 20" West 1061.05 feet on the extended south line of said Cross Pointe 2ND to the southwest corner of said Reserve C;

Thence North 00° 43' 40" West 848.92 feet on the west line of said Reserve C and along the west line of Lot 7, said Cross Pointe 2ND;

Thence South 89° 17' 02" West 1589.13 feet, to a point on the West line of said Section 10, and on the centerline of Greenwich Road said point being 60.0 feet west of the southwest corner of Lot 1, Block 1, said Cross Pointe 2ND;

Thence North 00° 46' 07" West 1014.01 feet, on said West line and the centerline of Greenwich Road to the Point of Beginning,

EXCEPT Lots 4 and 5, Block 1, said Greenwich Business Center Addition, EXCEPT thereof the east 215.00 feet of said Lot 5.

Subject to survey and all easements and restriction of record.

CONTAINING: 458.13 acres of land more or less.

Section 2. Ratification. The rest and remainder of Ordinance No. 49-208 is hereby ratified and confirmed.

Section 3. Recording. A certified copy of this Ordinance shall be recorded with the Sedgwick County, Kansas, Register of Deeds.

Section 4. Conforming Amendments. The legal description of the District contained as exhibits to the following documents are hereby modified to conform to the amendment authorized in **Section 1** hereof:

- Project Plan – *Exhibit E*;
- Development Agreement – *Exhibit A*;
- Development Agreement Amendment – *Exhibit A*;
- Trust Indenture between the City and Security Bank of Kansas City, as Trustee, dated as of December 1, 2013 – *Exhibit D*; and
- Tax Distribution Agreement between the City and the Kansas State Treasurer, dated as of December 1, 2013 – *Exhibit A*.

Section 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication of a summary thereof, one time in the official City newspaper.

Section 6. Notification. The City Clerk shall cause to be transmitted copies of this Ordinance to the Sedgwick County Board of County Commissioners, Clerk, Treasurer and Appraiser, to the Board of Education of Unified School District Nos. 259 (Wichita) and 375 (Circle), and to the Secretary.

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PASSED by not less than a majority of the City Council of the City of Wichita, Kansas, on March 25, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 49-674 (the “Ordinance”) of the City of Wichita, Kansas (the “City”); that said Ordinance was passed by the City Council on March 25, 2014, that the record of the final vote on its passage is found on page ____ of journal ____; that a summary thereof was published in the official newspaper of the City on March 28, 2014; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: March 28, 2014.

Karen Sublett, City Clerk

(Published in *The Wichita Eagle* on March 28, 2014)

SUMMARY OF ORDINANCE NO. 49-674

On March 25, 2014, the City Council of the City of Wichita, Kansas (the “City”) passed an ordinance entitled:

AN ORDINANCE AMENDING ORDINANCE NO. 49-208 OF THE CITY OF WICHITA, KANSAS, THAT ESTABLISHED THE K-96 GREENWICH STAR BOND PROJECT DISTRICT.

Ordinance No. 49-[_____] (the “Ordinance”) amends *Exhibit A* to Ordinance No. 49-208 that established the K-96 Greenwich STAR Bond Project District (the “District”). *Exhibit A* contains the legal description of the District. The Ordinance also authorized conforming amendments (relating to the legal description) to the following documents: (a) Phase I STAR Bond Project Plan for development of the District; (b) Development Agreement, dated September 13, 2013, among the City, Wichita Destination Developers, Inc., Goodsports Village Wichita, LLC and Goodsports Communities, Inc. relating to development of the District; (c) First Amendment to Development Agreement, dated as of November 22, 2013, among the City, Wichita Destination Developers, Inc., Goodsports Village Wichita, LLC and Goodsports Communities, Inc. ; (d) Trust Indenture, dated as of December 1, 2013, between the City and Security Bank of Kansas City, as Trustee; and (e) Tax Distribution Agreement, dated as of December 1, 2013, between the City and the Kansas State Treasurer. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: March 25, 2014.

Gary E. Rebenstorf, Director of Law
and City Attorney

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council

SUBJECT: Brookings Institution/Greater Wichita Economic Development Coalition Services Agreement

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the agreement.

Background: In December of 2013, Wichita was chosen as one of eight communities in the United States to participate in the second cohort of the Brookings Institution Global Cities Initiative (“GCI”). The Brookings Institution is a nonprofit public policy organization based in Washington, D.C. with a mission to conduct high-quality, independent research and to provide innovative, practical recommendations that advance three broad goals: strengthen American democracy, foster economic and social welfare, security and opportunity for all Americans and secure a more open, safe, prosperous and cooperative international system.

The Greater Wichita Economic Development Coalition (“GWEDC”) is responsible for raising \$165,000 to fund this initiative. GWEDC has asked the City of Wichita and Sedgwick County to contribute \$50,000 each.

Analysis: The Global Cities Initiative is a project launched by the Brookings Institution (“Brookings”) in partnership with JPMorgan Chase in 2012 and is aimed at helping American communities strengthen regional economies through the development of an export and foreign direct investment plan.

To date, 12 communities have participated in the GCI program. This includes the four pilot programs in Portland, Oregon; Minneapolis, Minnesota; Los Angeles, California; and Syracuse, New York. The eight cities in the first cohort were Chicago, Illinois; Columbus, Ohio; San Diego, California; Tampa, Florida; Charleston, South Carolina; Des Moines, Iowa; Louisville, Kentucky; and San Antonio, Texas.

The seven other cities/regions participating with Wichita in the second cohort include Atlanta, Georgia; upstate South Carolina (Greensburg-Spartanburg-Anderson); Indianapolis, Indiana; Jacksonville, Florida; Milwaukee, Wisconsin; Phoenix, Arizona and Saramento, California. The Wichita area selected to participate in the year-long planning effort includes the following ten counties: Butler, Cowley, Harper, Harvey, Kingman, Marion, McPherson, Reno, Sedgwick and Sumner.

Brookings has provided, and will continue to provide, market data for each community and will coordinate planning efforts for the peer communities. Each community will bring together public, private and civic leaders to develop an export and investment plan. A Core Team will coordinate with Brookings. This team will be made up of individuals from the Greater Wichita Economic Development Coalition (“GWEDC”), Kansas Global Trade Services (“KGTS”) (which will manage the process), Wichita State University Center for Economic Development and Business Research, Regional Economic Area Partnership/Workforce Alliance, Kansas Department of Commerce, Sedgwick County and the City of Wichita.

Developing a regional export and investment plan is critical for the south central Kansas region to recover from the 2008 economic downturn. Research from Brookings and others have shown that export companies create more jobs, have higher wages and experience more revenue growth than non-exporting companies. Increasing exports offers the potential to create a more diversified customer base for companies, increases the potential for foreign direct investment and offers opportunity for economic diversification.

Under the proposed agreement for services with the City, the scope of services provided by GWEDC and KGTS, includes management and coordination of all facets of the Brookings GCI from plan development through program execution.

Financial Considerations: The budget for the GCI is estimated to be \$165,000. Funds will be used to pay for contracting with Kansas Global Trade Services for management of the project, research from the Center for Economic Development and Business Research at Wichita State University, research from The Research Partnership, material printing for the Regional Export Planning Team meetings, and other expenses related to the project. The funding partners are as follows: Greater Wichita Economic Development Coalition (\$30,000), Regional Economic Area Partnership (\$5,000), Workforce Alliance (\$5,000) and in-kind contributions (\$5,000). Sedgwick County and the City of Wichita are being asked to contribute \$50,000 each. Kansas Global Trade Services also has a \$20,000 contract with the Center for Innovation and Enterprise Engagement at Wichita State University to provide services related to development of an export plan.

Payment for the contractual services will not exceed \$50,000. Funds for this purpose are allocated and will be paid from the Economic Development Fund.

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

Recommendations/Actions: It is recommended that the City Council approve the proposed GWEDC Services Agreement, authorize the necessary budget adjustment, and authorize the necessary signatures.

Attachments: Services Agreement

**Agreement Between City of Wichita and the
Greater Wichita Economic Development Coalition**

This agreement is entered into this ____ day of March 2014, by and between City of Wichita, Kansas, (hereinafter referred to as "City") and the Greater Wichita Economic Development Coalition (hereinafter referred to as "GWEDC").

WITNESSETH:

WHEREAS, the City desires to support GWEDC through participation in the Brookings Global Cities Exchange program (GCX); and

WHEREAS, GWEDC is under contract with Kansas Global to perform certain project management objectives as found in Exhibit A; and

WHEREAS, the City desires to document the terms of its participation and that GWEDC will act as fiscal agent for same;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto do agree as follows:

1. Purpose: The purpose of this agreement is to document the investments made by the City of \$50,000.00 to contribute to the implementation of the GCX project as outlined in Exhibit A, attached hereto and incorporated herein as a part of this agreement.
2. Term: The term of this agreement shall be for a two-year period, effective March 1, 2014, through February 28, 2016.
3. Conditions: This agreement is subject to GWEDC remaining engaged as fiscal agent for the GCX project. The City's contribution of \$50,000.00 shall be payable to GWEDC within thirty days of the execution of this agreement.
4. Program Summary: The Wichita Region of South Central Kansas was selected to participate in the Brookings Global Cities Exchange (GCX) program. The ten-county Greater Wichita Metro Area of South Central Kansas includes Butler, Cowley, Harper, Harvey, Kingman, Marion, McPherson, Reno, Sedgwick and Sumner counties. Participation in the program will produce a *data-driven* Regional Export Plan with the guidance of the Brookings GCX team, JPMorgan Chase and the U.S. International Trade Administration.
5. Reports: The GWEDC will provide quarterly reports as required by the City, and will provide an Annual Report to the public.
6. Cash Basis and Budget Laws: The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of the City's legal counsel, the Agreement may be deemed to violate the terms of such laws.

7. Indemnification: Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.
8. Independent Contractor: It is agreed that the legal relationship between GWEDC and City is of a contractual nature. Both parties assert and believe that GWEDC is acting as an independent contractor in providing the services and performing the duties required by City hereunder. GWEDC is at all times acting as an independent contractor and not as an officer, agent, or employee of City. As an independent contractor, GWEDC, and employees of GWEDC, will not be within the protection or coverage of City's worker's compensation insurance, nor shall GWEDC, and employees of GWEDC, be entitled to any current or future benefits provided to employees of City. Further, City shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by City to GWEDC.
9. Amendment: This Agreement may be amended only by written consent of all parties.
10. Termination: Either party may terminate this agreement by giving written notice by June 1 of any year, which termination shall be effective the following January 1.

Dated this ____ day of March, 2014

ATTEST:

CITY COUNCIL
CITY OF WICHITA, KANSAS

Karen Sublett, City Clerk

Carl Brewer, Mayor

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

GREATER WICHITA ECONOMIC DEVELOPMENT
COALITION

Steve Sharp, Chairman

EXHIBIT A

Proposal for Greater Wichita Economic Development Coalition (GWEDC)

OBJECTIVE:

The objective of this proposal is to provide management, coordination and communication services for the Brookings Global Cities Exchange (GCX) program on behalf of the 10-county Greater Wichita region of South Central Kansas. At the end of the 14-15-month program, the Greater Wichita region will have developed an export plan, and possibly based on the region's judgment, a foreign direct investment strategy. To help the region participate in the GCX program resulting in a regional export plan, Kansas Global Trade Services, Inc. ("Kansas Global") proposes to act as the program manager, coordinating all sub-contractors and services as deemed necessary. Management of the GCX program prompts a set of services and deliverables, listed below.

SERVICES

The scope of the GCX program management includes coordination and management of all sub-contractors, research and analysis, meeting scheduling, management and attendance, and reporting.

KGTS will develop, in concert with the Core Team and Steering Committee:

1. Pre-planning and implementation process
 - a. Appropriate and realistic scope for the regional export plan
 - b. Manage selection and recruitment of Core team and Steering Committee members, and facilitate engagement of leadership in the ten-county area
 - c. Meeting scheduling, management and on-site implementation including meeting and material costs; number and frequency of scheduled meetings, with no less than one monthly; and published schedule, for:
 - i. Core Team: serves as implementation team and carries the majority of the workload
 - ii. Steering Committee: serves as the regional export planning team comprised of company executives, elected officials and civic leaders from the 10 individual counties of the Greater Wichita Area of South Central Kansas; purpose is to represent the interests of their constituency or geographic area – providing recommendations, noting challenges and facilitating regional solutions. The Steering Committee is the cornerstone of the regional export planning effort.
 - iii. Brookings GCX workshops, teleconferences and webinars
 1. Exchange Working Session 1: Two-day meeting at the Brookings Institution in Washington, DC, where participants will learn critical steps to developing a regional trade and investment strategy, starting with exports.
 2. Exchange Working Session 2: Second working session will take place at the Brookings Institution in Washington, DC, four to five months after the first session. Exchange participants will be required to present market assessments and initial draft export strategies for peer review and feedback from other Exchange participants and Brookings scholars. Federal leaders, private sector leaders, and other global experts will also be invited to provide insights that will help strengthen implementation

3. Conference Calls, Webinars, and Web Resources:
 - a. Monthly or periodic conference calls and webinars to check-in, problem-solve together at key points of the planning or implementation process, and learn about helpful new tools, data, and/or policy changes that will aid their planning process.
 - b. Once per quarter, the full network of metros, including members of past cohorts, will have the opportunity to come together on a conference call or webinar. Participants will also have access to data and other resources through a dedicated website.
 - iv. Other meetings as necessary to recruit, coordinate and manage input and communicate with the Core Team, Steering Committee, Brookings and other stakeholders
2. Full export market assessment:

The analysis will include, but not be limited to, the identification of the region’s rationale for exports, key findings from the market assessment, the export plan’s goals and objectives, core strategies and tactics that will best drive attainment of stated goals and objectives, new programs and initiatives to carry out the strategies, an implementation plan (e.g., roles, responsibilities, funding), and performance goals to measure progress. This analysis should identify industry clusters and emerging sub-sectors, strengths and other potential opportunities. When applicable, analysis will be provided on a Metropolitan Statistical Area (MSA), 10-county regional, and national level.

 - a. Produce a Data-Driven Market Scan to determine export performance and potential, including:
 - i. Analysis of the region’s current export strengths and weaknesses by industries or foreign markets the plan will target for proactive outreach, and determine baseline performance metrics against which to accurately measure progress.
 - ii. Overview of the metro economy and its recent performance, including: high-level economic data on employment, unemployment, gross metro product, and industry size, specializations, or industry clusters.
 - iii. The role of exports in the overall regional economy, including such statistics as: total export volume, export growth, export intensity, export jobs, top exporting industries and companies, goods and services exports, and top export markets by country.
 - b. Obtain Local Market insight—information and insight secured locally through direct outreach to firms and export service providers, and assembly of all relevant local reports and articles related to trade and investment
 - i. Include 25-30 one-on-one interviews with companies and export services providers.
 - ii. Include direct input from firms and service providers through survey(s).
 - iii. Publicly available information and reports will be reviewed and supplemented through interviews with representatives from industries, associations, existing programs and educational institutions.

3. A customized export plan— clear, easy-to-read 25-30 page document that dramatically proves the case for exports as a driver of the metro area’s long-term economic success and provides a logical guide for how to increase export volumes. The export plan will:
 - i. Dramatically increase the number of firms who export.
 - ii. Identify existing exporting companies and increase their exports to an existing market by adding new markets.
 - iii. Create a more transparent, streamlined and efficient export assistance system.
 - iv. Facilitate the cultural shift needed to embrace global engagement by making exports and trade a mainstream part of regional economic development.
 - v. Integrate exports into a broader economic strategy for growth and global competitiveness in the “next economy,” Including: aligning exports and foreign direct investment with innovation in manufacturing, transformative investments in freight and logistics, and the grooming of a globally fluent workforce.
4. Trade Policy memo
5. Reporting
 - a. Meeting summaries (minutes) produced and distributed to the Core Team, Steering Committee, and Brookings GCX workshops, teleconferences and webinars, as appropriate
 - b. One-page monthly update on program status, to include timeline, goals, percent completed, and next steps, produced and distributed to Core Team
6. Coordination, management and payment of all sub-contractors
7. Support GWEDC in securing sponsors by providing access to data and other resources

DELIVERABLES:

1. Pre-planning and implementation process
2. Full export market assessment
3. The export plan (and associated implementation or “business” plan)
4. A trade policy memo
5. Monthly reporting & meeting summaries
6. Coordination, management and payment of all sub-contractors

PRICING AND PAYMENT TERMS:

Consultation for:	Timeframe	Total Not-to-exceed
GWEDC/Greater Wichita Region-Global Cities Exchange Program	14-15 months	\$65,000 **
Pricing Covers:	<ul style="list-style-type: none"> • Pre-planning and implementation process • Market assessment support • The metropolitan export plan • A trade policy memo • Monthly reporting & meeting summaries • Coordination and management of sub-contractors • Program management 	

Payment Terms:	<ul style="list-style-type: none"> • \$15,000 invoiced at contract signing to begin work • Ten installments of \$5,000 invoiced as follows in 2014: Feb.1; Mar 1; Apr 1; May 1; Jun 1; Aug 1; Sep 1; Oct 1; Nov 1; and Dec 1 • Payments to sub-contractors and other expenses as listed above to be invoiced per actual services rendered/contract negotiated
Total Program Budget:	<ul style="list-style-type: none"> • KGTS: \$75,000 • WSU-CEDBR: \$40,000 • TRP (The Research Partnership): \$25,000 • Miscellaneous/unidentified costs: \$10,000 • Meeting and material costs: \$5,000 • Travel (GWEDC will pay direct): \$10,000 <p>TOTAL: \$165,000</p>
<p>** 1) KGTS was awarded a contract for WSU RFP B0001064 in the amount of \$20,000 that will be used for this this program, resulting in \$145,000 net funds needed. 2) Expenses, e.g. sub-contractor, misc., not incurred will not be billed to this program. 3) GWEDC responsible for all travel expenses.</p>	

APPROVAL:

By signing this agreement, GWEDC (a) agrees to be bound by all the provisions hereof (including all the terms and conditions set forth within this document), and (b) acknowledges the sole responsibility to make payments of all charges relating to the project within 15 days of the payment schedule listed above. Collection of related payments from any third party is a private matter of the Client and shall not affect the Client’s responsibility for payment to Kansas Global.

CONFIDENTIALITY STATEMENT:

The data and resources provided by the Kansas Global Trade Services, Inc. (Kansas Global) shall not be duplicated, used or disclosed in whole or in part to any third party by Kansas Global nor shall it be duplicated, used or disclosed by Kansas Global for any purpose other than that specifically authorized by the Client. The information provided by the Client to Kansas Global shall not be disclosed by Kansas Global and shall not be duplicated, used or disclosed in whole or in part for any purpose other than that specifically authorized by the Client.

NATURE OF SERVICES:

Kansas Global assists clients in a variety of export-related activities, including the development and assessment of export compliance programs and other such services as are described herein. The services offered by Kansas Global are not intended to be, and shall not be construed as, legal advice. Should the Client desire legal advice in connection with the subject matter of this proposal, Client should obtain the services of qualified legal counsel.

LIABILITY LIMITATIONS:

Kansas Global shall provide the services described herein using reasonable commercial efforts. **Except as may be otherwise limited or prohibited by law, Kansas Global’s liability in connection with this proposal or any resulting agreement, or the services described herein, shall be limited to the amount of those payments actually made to Kansas Global by Client in connection with the services. Kansas Global hereby disclaims and Client hereby waives any further liability, including but not limited to liability for consequential, incidental, multiple or**

exemplary damages, even where the possibility of such damages is made known to Kansas Global. The foregoing limitation of liability shall extend to Kansas Global and to its directors, officers, employees, consultants and agents. Kansas Global makes no warranty, express or implied, as to the services, including any warranty of merchantability of fitness for purpose. This proposal and any resulting agreement shall be governed by the laws of the State of Kansas, without regard to its choice of law rules.

Kansas Global Trade Services, Inc. offers this proposal as of March 14, 2014.

In order to implement the proposed activities, the Kansas Global requests this proposal to be signed no later than **December 23, 2013.** (Note: original proposal expiration date was November 20, 2013.)

NOTE: THIS PROPOSAL EXPIRES December 23, 2013.

By:
Kansas Global Trade Services, Inc.

Accepted by:
Greater Wichita Economic Development Coalition



Karyn Page
President/CEO

Name: Tim Chase

March 14, 2014

Date:

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Inwood Crossings Senior Apartments (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing; adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the program.

The City has received a request from LDG Multifamily, LLC, for a City Council resolution of support for an application for 9% Housing Tax Credits in connection with the development of the Inwood Crossings Senior Apartments, to be located at 3540 N. Inwood.

Under the City's adopted Housing Tax Credit (HTC) Policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Metropolitan Area Building and Code Department (MABCD) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and MABCD, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application.

Analysis: The proposed project involves construction of a new apartment complex, in order to provide for a total of 49 two-bedroom apartment units. All units will offer washer and dryer hook-ups. Other amenities include a clubhouse facility, a furnished community room, an exercise room, and a landscaped walking path with outdoor benches/seating. HTC rent amounts are estimated to be \$700, \$644, and \$442 per month, net of utility allowances.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. Waiver of this requirement is requested, as the project will serve senior citizens, a special needs population. The HTC Policy provides for a waiver of the 20% market-rate unit requirement when special needs populations are exclusively served.

The Metropolitan Area Building and Construction Department (MABCD) reviewed the proposed project. MABCD staff noted that the property is zoned MF-18, which will support the proposed number of units. The building height is limited to 45 feet. Based on the site plan, sufficient parking capacity will be

provided. Accessible parking spaces are required to be located on the shortest accessible route to a building entrance. It will be necessary for the far north and south spaces reflected on the site plan to be repositioned, in order to comply. Additionally, at least one space will need to be provided at the main entrance within the west parking area south of the entrance. The fire lane adjacent to the building must be at least 26 feet in width, if the buildings exceed 30 feet in height.

The Planning Department also reviewed the proposed project, indicating that the project is consistent with the Wichita-Sedgwick County Comprehensive Plan Functional Land Use Map, which designates the subject property for Urban Residential Land Uses. Planning staff recommends that the developer provide the optional walkway to shopping center, shown on the preliminary site plan, and that the project scope include a safe room or storm shelter. Planning staff further noted that the landscaping plan will require final approval upon application for a building permit, and that it will be necessary for the developer to provide screening at the dumpster locations.

Regarding the optional walkway recommendation, the developer notes that the existence of a wall between the property and the shopping center makes this recommendation infeasible. Further, the developer's pro forma did not include the additional costs of a walkway or storm shelter.

DAB I voted (7-3) to recommend adoption of the resolution of support, with waiver of the 20% market rate unit requirement. The DAB vote included a stipulation that the developer include the optional walkway to the shopping center to the east, as reflected on the preliminary site plan, and also provide a safe room or storm shelter. However, the inclusion of features such as walkways to shopping centers or storm shelters are not required under the City's building code and are not a part of the HTC Development Design Guidelines that are a part of the City's HTC Policy. The DCC also voted to recommend adoption of the resolution of support.

Housing and Community Services (HCS) staff believes that the proposed project will provide safe, clean, affordable rental housing, and recommends adoption of a resolution of support by the City Council with the waiver of the 20% market rate unit requirement.

The resolution of support will not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the project developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's Housing Tax Credit Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Vetting of the developer was conducted by Office of Urban Development staff. There were no outstanding issues noted.

Financial Considerations: The total project cost is estimated to be \$6,605,042. Financing includes proceeds from the sale of the HTCs, a private sector loan, and deferred developer fees.

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

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

Attachments: Resolution document.

RESOLUTION NO. 14-080

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by LDG Multifamily, LLC that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lot 1, except that part platted as Comotara Power Center Addition, and except the South 190.59 feet, Block 1, Killarney Plaza 2nd Addition to Wichita, Sedgwick County, Kansas

WHEREAS, this housing development will contain up to 49 two-bedroom apartment units, a clubhouse with a community room, and landscaped walking paths. Said residential development to be reserved for senior citizen tenants, age 55 and over.

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

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until March 18, 2016. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Metropolitan Area Building and Construction Department, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit.

All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 18th day of March, 2014.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

**CITY OF WICHITA
City Council Meeting
March 18, 2014**

TO: Mayor and City Council Members

SUBJECT: Ordinance Amendments, Creating Section 11.99.045 regarding Towing Services from Private Property

INITIATED BY: Police and Law Departments

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: Chapter 3.99 of the Code of the City of Wichita establishes procedures for the removal of abandoned vehicles from private property at the request of property owners. The ordinances currently do not establish maximum towing fees which may be charged by wreckers providing towing services. Wrecker companies have requested that maximum fees be set forth in the ordinance to insure that towing liens, as established by K.S.A. 8-1003, will be valid. Previously, it was believed that regulation of these fees were preempted by Federal law. At the wreckers' request, an opinion was requested of the Kansas Attorney General regarding the City's ability to regulate fees. It was the Kansas Attorney General's opinion that maximum fees could be regulated by municipalities in accordance with K.S.A. 8-1003.

Analysis: Wreckers currently licensed under the emergency wrecker ordinances establish their own towing fee structures. The majority of wreckers currently charge fees for emergency tows at \$95 for a basic tow, \$4 per mile and \$35 per day for storage. Based on discussions with representatives of the towing industry, the following fees are recommended: \$90 for a basic tow, \$4 per mile mileage fee and a \$25 per day storage fee. To alleviate this issue having to be returned to the Council on an annual basis for fee increases, an escalator clause, beginning January 1, 2016, of one dollar per year, up to a maximum increase of ten dollars for the towing fee and per day storage fee is contained in the proposed ordinance.

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

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

Recommendations/Actions: It is recommended that the City Council place the ordinance on first reading.

Attachment: Ordinance

CLEAN

3/18/14

ORDINANCE NO. 49-675

AN ORDINANCE CREATING SECTION 11.99.045 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO FEES FOR TOWING SERVICES.

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

SECTION 1. Section 11.99.045 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“As required by K.S.A. 8-1103(c), the following maximum fees for towing services, provided pursuant to this Chapter, shall be established as follows:

(a) **Towing.** There shall be a maximum charge of \$90.00 for towing a vehicle from one point to another within the corporate limits of the City when requested by the owner of private property as provided for by this chapter. For a period not to exceed ten years, beginning on or after January 1, 2016, the maximum fee for towing may be increased annually by an amount not to exceed one dollar (\$1.00) until the maximum fee reaches a total of \$100.00.

(b) **Mileage.** In addition, mileage at the rate of \$4.00 per mile from the point of hookup for each mile any vehicle is towed within the City may be charged. Towing shall be by way of the most reasonable direct route between the point of the tow’s origination and its destination.

(c) **Storage Fee.** A maximum fee of \$25.00 per day may be assessed for each twenty-four hour period or portion thereof for storage at the wrecker or tow company’s facility

For a period not to exceed ten years, beginning on or after January 1, 2016, the maximum fee for storage may be increased annually by an amount not to exceed one dollar (\$1.00) until the maximum fee reaches a total of \$35.00 per day.

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

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of March, 2014.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

DELINEATED

3/18/14

ORDINANCE NO. _____

AN ORDINANCE CREATING SECTION 11.99.045 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO FEES FOR TOWING SERVICES.

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

SECTION 1. Section 11.99.045 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“As required by K.S.A. 8-1103(c), the following maximum fees for towing services, provided pursuant to this Chapter, shall be established as follows:

(a) **Towing.** There shall be a maximum charge of \$90.00 for towing a vehicle from one point to another within the corporate limits of the City when requested by the owner of private property as provided for by this chapter. For a period not to exceed ten years, beginning on or after January 1, 2016, the maximum fee for towing may be increased annually by an amount not to exceed one dollar (\$1.00) until the maximum fee reaches a total of \$100.00.

(b) **Mileage.** In addition, mileage at the rate of \$4.00 per mile from the point of hookup for each mile any vehicle is towed within the City may be charged. Towing shall be by way of the most reasonable direct route between the point of the tow’s origination and its destination.

(c) **Storage Fee.** A maximum fee of \$25.00 per day may be assessed for each twenty-four hour period or portion thereof for storage at the wrecker or tow company’s facility

For a period not to exceed ten years, beginning on or after January 1, 2016, the maximum fee for storage may be increased annually by an amount not to exceed one dollar (\$1.00) until the maximum fee reaches a total of \$35.00 per day.

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

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

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council

SUBJECT: Blacktop Nationals, Inc. Memorandum of Understanding (Districts I, IV, and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve the Memorandum of Understanding (MOU) between the City of Wichita (City) and Blacktop Nationals, Inc. for in-kind services in an amount not to exceed \$15,000 and a \$10,000 cash sponsorship.

Background: The Blacktop Nationals, Inc. and the City in cooperation and partnership desire to produce the Blacktop Nationals Classic Car and Motorcycle Show. The annual event has been held in and around the Century II Performing Arts and Convention Center since 2010 and has shown a substantial increase in attendance each year.

Analysis: The City is committed to collaborate with Blacktop Nationals, Inc. to produce the Blacktop Nationals Classic Car and Motorcycle Show. The MOU outlines and clarifies the in-kind services to be provided by the City to Blacktop Nationals, Inc. and the report required by Blacktop Nationals to the City which itemizes the determined value of the City's in-kind contributions.

In-kind services to be provided by the City are those services and items that are additional and required specifically for the Blacktop Nationals Car Show. In-kind services may include but are not limited to: additional street sweeping, additional trash removal, installation and removal of barricades for streets and public parking lots, and use of Century II facilities. In return, Blacktop Nationals Inc. will recognize the City as a sponsor of the event by providing promotion and benefits equivalent to similar levels of support from other sponsors.

Financial Consideration: The City sponsorship is not to exceed \$15,000 for in-kind services and \$10,000 in cash sponsorship to be paid from the Tourism and Convention Contingency Fund. The term of the MOU is two years with a one-year automatic extension for a total of three years.

Legal Consideration: The Law Department reviewed and approved the Memorandum of Understanding as to form.

Recommendations/Actions: It is recommended that the City Council approve the Memorandum of Understanding between the City of Wichita and the Blacktop Nationals, Inc., for in-kind services in an amount not to exceed \$15,000, and \$10,000 in cash sponsorship.

Attachment: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into this ____ day of _____, 2014 between BlackTop Nationals, Inc., 230 N. Mosley, Wichita, Kansas 67202, (“BTN”) and the City of Wichita, Kansas (the “City”) to memorialize the agreement of the parties concerning City sponsorship and support for the purpose of conducting the 2014 BlackTop Nationals Classic Car and Motorcycle Show.

Recitals

WHEREAS, since 2010, BlackTop Nationals, Inc. has organized, promoted and conducted the BlackTop Nationals Classic Car and Motorcycle Show which is a growing unique multi-day annual community event;

WHEREAS, it is the intent of the City of Wichita and BlackTop Nationals, Inc. to work in cooperation and partnership with the each other to annually produce and promote BlackTop Nationals Classic Car and Motorcycle Show so that the event may continue to grow in attendance; and

WHEREAS, the City of Wichita seeks to provide in kind and financial support for this annual community event; BTN and the City enter into this MOU that delineates the respective rights and obligations of the parties and defines their relationship for the BlackTop Nationals Classic Car and Motorcycle Show.

Agreement

NOW THEREFORE, for these reasons, and in consideration of the conditions, covenants and agreements set forth below, BTN and the City agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer-employee relationship or any principal-agent relationship.

2. IN KIND SERVICES FOR BlackTop Nationals Classic Car and Motorcycle Show

The City agrees to provide in kind services to BTN in an amount not to exceed \$15,000.00 annually (the “City In Kind Contribution”). Such in kind services are those additional services and items required specifically for BlackTop Nationals Car Show, and which the City would not provide in the absence of BlackTop Nationals Car Show. Such in kind services include, but are not limited to: additional street sweeping, additional trash removal, barricading and the removal of such barricades for streets and public parking lots for various events, use of Century II facilities, space and parking, and other similar services that the City has provided to BlackTop Nationals Car Show for past events.

3. CITY SPONSORSHIP

In addition to the in kind services outlined in section 2 above, the City of Wichita will provide BTN with \$10,000 in cash sponsorship for BlackTop Nationals Car Show. In exchange, BTN shall include the City of Wichita as a sponsor of the event.

4. REPORTS & ACCOUNTING

Within 90 days after the completion of BlackTop Nationals Car Show, the City shall provide BTN with a report and accounting that sets forth and itemizes the City's determination of the value of the City In Kind Contribution as described in Section 2 above. The parties agree that they will cooperate with each to provide information and documents that either party may request with regard to the parties' obligations under this agreement.

5. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

BTN and the City agree that they have a joint obligation to comply with the Americans with Disabilities Act. (ADA). BTN and the City agree that they have the obligation to consider the accommodation request(s) from qualified disabled individuals. BTN will ensure, to the full extent required by the ADA, that qualified individuals with disabilities receive equitable access to the programs and activities provided by BTN.

6. INDEMNIFICATION

The parties agree to indemnify and hold harmless the other party, its governing board, officers, agents, and employees against any and all claims, damage, liability, injury expense, demands, causes of actions, judgments including court costs and attorney's fees arising out of or resulting from the negligence or intentional acts of its officers, agents or employees. In the event such loss is proximately caused by the acts of parties and their officers, agents or employees, each shall be responsible for its proportionate share of claimant's damages under the law of the state of Kansas. Provided, however, that such indemnification shall not be required to the extent that the City has a defense against or limitation of its liability under the Kansas Tort Claims Act.

The parties agree this provision shall survive the termination of this MOU.

7. GOVERNING LAW

The parties agree that the law of the state of Kansas shall govern this MOU, and that any suit or cause of action by either party against the other shall be filed in the Eighteenth Judicial District of the State of Kansas.

8. COMPLETE AGREEMENT

The parties agree that this MOU constitutes the entire agreement of the parties and that no prior agreement or representation, written or oral, shall be binding or of any force or effect. Further, this MOU may not be amended, modified, altered or enlarged except in writing signed by the duly authorized representatives of the parties hereto.

9. AGREEMENT BINDING

The parties agree that this MOU shall be binding upon the successors and legal representatives of the parties hereto. Neither party shall assign this MOU or any of their respective rights, obligations or interest in it.

10. TERM

The term of this MOU will be for two (2) years from the date of the parties' execution, with a one year automatic extension, unless a party gives written notice to the other party, not less than sixty (60) days prior to such anniversary date, that the term of the MOU shall not be extended. Such notice shall be given as provided for by Section 11 below. The City's obligations in the second and any subsequent year(s) shall be subject to the sufficiency of annual appropriations properly budgeted and available for such purposes.

11. NOTICES

All notices with respect to this MOU shall be given by first class mail or hand-delivery to the parties as follows:

City:

Carl Brewer, Mayor, City of Wichita
455 N. Main, 13th Floor
Wichita, Kansas 67202

BTN:

Mr. Jim Petty, Executive Director
BlackTop Nationals, Inc.
230 N. Mosley
Wichita, Kansas 67202

12. SEVERABILITY

If any term, provision, covenant or condition of this MOU is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this MOU will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants and conditions.

IN WITNESS HEREOF, the duly authorized representatives of the parties have hereunto set their hand on the date and year written.

BlackTop Nationals, Inc.

City of Wichita

By: _____

By: _____

Executive Director

Mayor, City of Wichita

Date: _____

Date: _____

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council

SUBJECT: 2014 Wichita River Festival Memorandum of Understanding.
(Districts I, III, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve the Memorandum of Understanding (MOU) between the City of Wichita, and Wichita Festivals, Inc., (WFI) for the 2014 Wichita River Festival (Riverfest) which includes \$40,000 for a cash sponsorship, \$40,000 for a Salute to Aviation event and in-kind services provided by the City of Wichita in an amount not to exceed \$50,000.

Background: Since 1972, WFI has been coordinating and producing a multi-day community celebration attracting local residents and tourists from the state and surrounding states. The City has previously entered into a MOU with WFI which outlines the expectations for the sponsorship of the festival by the City of Wichita. In-kind services, permits, licenses, street closures and security provided by the Wichita Police Department (WPD) are outlined in the MOU to ensure the requirements and conditions of the Special Event Ordinance are followed.

Analysis: The MOU between WFI and the City clarifies in-kind services provided by the City to WFI, specifically those services provided by the Parks and Recreation Department as well as WPD, Wichita Fire Department, and Century II. It also clarifies reporting expectations for WFI. In return, WFI provides various sponsorship considerations, including inclusion of the City logo in printed and digital media, public recognition through various public announcements throughout the festival, discounted commemorative pins and apparel for City staff, and other forms of recognition.

Financial Consideration: The City will provide \$40,000 as a cash sponsorship for Riverfest. In addition, the City desires to include in Riverfest a Salute to Aviation and the City will provide \$40,000 in additional cash. Both of these expenditures may be taken from the Tourism and Convention Fund. The City also agrees to meet the commitment for in-kind services to WFI in an amount not to exceed \$50,000. The term of the MOU is two years with a one year automatic extension for a total of three years.

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

Recommendation/Actions: It is recommended that the City Council approve the Memorandum of Understanding between Wichita Festivals, Inc. and the City of Wichita.

Attachments: Memorandum of Understanding with Schedule A

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into this ____ day of _____, 2014, between Wichita Festivals, Inc., 444 E. William, Wichita, Kansas 67202, a non-for-profit 501(c) (3) corporation existing under the laws of the State of Kansas (“WFI”) and the City of Wichita, Kansas (the “CITY”) to memorialize the agreement of the parties concerning their ongoing relationship for the purpose of conducting the Wichita River Festival, hereinafter known as “Riverfest”.

Recitals

WHEREAS, since 1972, WFI has organized, promoted and conducted Riverfest as a unique annual event and community celebration;

WHEREAS, it is the intent of the City of Wichita and Wichita Festivals, Inc. to work in cooperation and partnership with the each other to annually produce Riverfest; and

WHEREAS, the City of Wichita seeks to continue its support of Riverfest at the same level as in previous years, WFI and the CITY enter into this MOU that delineates the respective rights and obligations of the parties and defines their relationship for Riverfest.

Agreement

NOW THEREFORE, for these reasons, and in consideration of the conditions, covenants and agreements set forth below, WFI and the City agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer-employee relationship or any principal-agent relationship.

2. EXCLUSIVITY

Except for WFI’s use of Century II indoor facilities, which shall be the subject of a separate agreement, WFI shall have exclusive operational and vending control over and within the geographic area and locations at which Riverfest will be conducted, as such geographic area and locations are defined in the event application and permits relating thereto (the “Riverfest Event Area”). The CITY shall not (a) authorize or permit any other person or entity to conduct any other community event, or (b) grant any other person or entity a transient merchant license to conduct any type of business, within the Riverfest Event Area during the time period of Riverfest, which begins the Friday after Memorial Day and ends eight days later, without WFI’s prior approval. Businesses or residents located within the Riverfest Event Area shall be allowed access to and from their establishments or residences and are allowed the use of sidewalk areas, doorways and any other private property owned by or leased by such business or individual which is immediately adjacent to such business or residence.

3. SECURITY FOR THE WICHITA RIVER FESTIVAL

WFI shall be responsible, according to Section 3.11.060 of the Code of the City of Wichita, to pay the police staffing costs for event specific assignments for Riverfest. All security and police staffing, as may be required, is to be provided by certified law enforcement officers or other licensed and certified private security personnel.

WFI will contract with Wichita Police Department officers to fill the required security positions based on historical data and as required by the Chief of Police through the WPD special operations/community events coordinator. WFI will pay Wichita Police Department officers at the special-event rate of \$30 per hour or an amount agreed upon between WFI and the individual officer. In the event sufficient numbers of Wichita Police Department officers do not sign up to fill the required positions, security staffing may be obtained by employing licensed and certified private security personnel and certified law enforcement from other jurisdictions, as approved by the CITY through the Wichita Police Department. Officers hired by WFI shall be considered contract employees of WFI. Wichita Police Department Officers hired for Riverfest shall be entitled to workers compensation coverage provided by the City of Wichita.

The City of Wichita agrees to pay for extraordinary public-safety services which exceed the requirements set forth above. Such services, which may be deemed necessary by the Chief of Police, include, but are not limited to: mounted patrol officers, bomb squad, SCAT and SWAT officers and officers required for the operation of the command center. The Wichita Police Department will work in cooperation with WFI to define which of the above groups represent necessary safety components for use during Riverfest. In addition, Wichita Fire Department will work in cooperation with WFI to define the necessary fire-safety components for use during Riverfest.

4. IN- KIND SERVICES FOR RIVERFEST

Aside from the public-safety services outlined above, the CITY agrees to provide in-kind services to WFI commensurate with previous participation in Riverfest. The CITY's in-kind contribution will be understood to include additional services and items required specifically for Riverfest which the CITY would not provide in the absence of Riverfest. Such in-kind services may include, but are not limited to:

- Additional street sweeping,
- Additional trash removal,
- Placement and removal of barricades upon streets and public parking lots for various events as needed,
- Use of available CITY picnic tables (not to exceed fifty),
- Use of CITY portable bleachers and stage. To help ensure availability, WFI will make reservations for use of the portable bleachers and portable

stage no later than twelve months prior to the event for which such bleachers or stages are requested.

- Use of Century II facilities, space and parking, and
- Other similar services that the CITY has provided to WFI for past festivals.

The CITY will also designate the Arts and Cultural Services Manager to facilitate and coordinate WFI requests for information related to any new Festival event and manages the WFI community event application process to facilitate timely approval.

The CITY shall facilitate the necessary multi-departmental meetings with representatives of WFI, to outline the in-kind services requested by WFI and those deemed necessary by the CITY in preparation and execution of the Riverfest.

No later than sixty (60) days prior to Riverfest, WFI will provide detailed plans and information outlining the need for in-kind services and equipment (except as otherwise noted for specific items covered in this agreement). This information shall include any plans, information and applications for new Festival events which may necessitate additional in-kind CITY services, equipment, staff or other in-kind contribution.

No later than forty-five (45) days prior to Riverfest, the CITY will estimate the value of the CITY's in-kind contribution by utilizing the salary costs associated with CITY staff, equipment costs, the rental value of items such as the stage, tables and barricades and any additional actual costs incurred by the CITY. The CITY will ensure the requested in-kind services and equipment align with prior-years' in-kind contributions, which were capped at \$50,000.00 annually.

WFI may request the CITY to provide additional levels of cash sponsorship, and/or in-kind services in excess of the amount of the CITY's in-kind contribution and/or cash sponsorship set forth in this MOU. Any requests for such additional services must be made no later than thirty days in advance of the festival event for which such services are requested. Such requests shall be made to the Manager of Arts & Cultural Services, and must be approved by the City Manager and/or the City Council depending upon the amount of any such request.

Requests for the setup, use and delivery of picnic tables, portable bleachers and the portable stage shall be finalized with the Director of Park and Recreation, or his designee, no later than thirty days prior to the start of the festival.

WFI agrees to waive event fees for festival events sponsored by the City of Wichita. WFI further agrees that revenues from CITY-sponsored participatory events within Riverfest will be retained by CITY.

5. CITY SPONSORSHIP

In addition to the in-kind services outlined in section 4 above, the City of Wichita will provide WFI with \$40,000 in cash sponsorship for Riverfest. Should the CITY desire to include in Riverfest an Aviation Salute or other special-emphasis event, in lieu of a CITY-organized event, the CITY will provide up to \$40,000 in additional cash sponsorship for such event. In exchange, WFI shall include the City of Wichita as a sponsor, providing the CITY with sponsor promotion, recognition and all other benefits commensurate with its level of support, as described in more detail in Schedule A, which is attached.

6. APPLICATION PROCESS

For the 2014 Riverfest, WFI agrees to provide to the CITY a report which includes essential details of said event in a format approved by CITY Staff. Such a report will be deemed sufficient for compliance with the application process contained in the Community Event Ordinance. All additional applicable licenses required by the CITY must be completed and submitted with the community event application. WFI shall be responsible for payment of the multiple day community event permit fee set forth by CITY Resolution 08-538 and all other licensing fees which may be applicable to specific events conducted by WFI. All proposed activities must be submitted by WFI for approval by the CITY of Wichita, no later than forty-five (45) days prior to the event.

7. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

WFI and the CITY agree that they have a joint obligation to comply with the Americans with Disabilities Act (ADA). WFI and the CITY agree that they have the obligation to consider the accommodation request(s) from qualified disabled individuals. WFI will ensure to the full extent required by the ADA that qualified individuals with disabilities receive equitable access to the programs and activities provided by WFI.

8. INDEMNIFICATION

The parties agree to indemnify and hold harmless the other party, its governing board, officers, agents, and employees against any and all claims, damage, liability, injury expense, demands, causes of actions, judgments including court costs and attorney's fees arising out of or resulting from the negligence or intentional acts of its officers, agents or employees. In the event such loss is proximately caused by the acts of parties and their officers, agents or employees, each shall be responsible for its proportionate share of claimant's damages under the law of the state of Kansas. Provided, however, that such indemnification shall not be required to the extent that the CITY has a defense against or limitation of its liability under the Kansas Tort Claims Act.

The parties agree this provision shall survive the termination of this MOU.

9. GOVERNING LAW

The parties agree that the law of the state of Kansas shall govern this MOU, and that any suit or cause of action by either party against the other shall be filed in the Eighteenth Judicial District of the State of Kansas.

10. COMPLETE AGREEMENT

The parties agree that this MOU constitutes the entire agreement of the parties and that no prior agreement or representation, written or oral, shall be binding or of any force or effect. Further, this MOU may not be amended, modified, altered or enlarged except in writing signed by the duly authorized representatives of the parties hereto.

11. AGREEMENT BINDING

The parties agree that this MOU shall be binding upon the successors and legal representatives of the parties hereto. Neither party shall assign this MOU or any of their respective rights, obligations or interest in it.

12. TERM

The term of this MOU will be for two (2) years from the date of the parties' execution, with a one year automatic extension, unless a party gives written notice to the other party, not less than sixty (60) days prior to such anniversary date, that the term of the MOU shall not be extended. Such notice shall be given as provided for by Section 14 below. The City's obligations in the second and any subsequent year(s) shall be subject to the sufficiency of annual appropriations properly budgeted and available for such purposes.

13. NOTICES

All notices with respect to this MOU shall be given by first class mail or hand-delivery to the parties as follows:

CITY:

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

WFI:

Ms. Mary Beth Jarvis, CEO
444 E. William
Wichita, Kansas 67202

14. SEVERABILITY

If any term, provision, covenant or condition of this MOU is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this MOU will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants and conditions.

IN WITNESS HEREOF, the duly authorized representatives of the parties have hereunto set their hand on the date and year written.

Wichita Festivals Inc,

City of Wichita

By: _____

By: _____

Chief Executive Officer

Mayor, City of Wichita

Date: _____

Date: _____

Approved as to Form:

Gary E. Rebenstorf
Director of Law

Schedule A

2014 Riverfest Sponsor Rights and Privileges:

Activation Assistance

Assistance in developing creative ideas to maximize return on sponsorship investment.

On-Site Product Marketing

Sampling, giveaways, etc., utilizing a designated 10' x 10' site or individualized on-site marketing for all 9 days of the Festival.

Web Site Presence

- Scrolling logo on the bottom of homepage of the Riverfest website highlighting partnership. Link to sponsor website from sponsorship page or event listing
- Weblink in event description on website
- Editorial information about sponsor on sponsorship web page

Signage & Print Materials

- Company Name/logo in Riverfest Guide (distribution 125,000)
- Identification in all print materials related specifically to sponsor event.

Media

- Inclusion of company name in all press releases recognizing major Riverfest sponsors
- Name/logo included in official radio and television promotional campaign

Licensing

- Authorization to use Riverfest poster artwork and tag line on sponsor product advertisements, web site, merchandise and other marketing materials using WFI identity standards. WFI approval of the art and product will be required.

Public Recognition

- Public address announcements throughout the Festival.

Hospitality

- Priority placement in Riverfest Sundown Parade
- 6 Invitations (for 4 guests each) to the WFI Sponsor Recognition Party. Additional guest tickets may be purchased at \$25 each.
- Fifteen (15) Riverfest cloisonné logo lapel pins or twenty-one (21) Riverfest buttons.
- 20% discount for all employees on Festival merchandise purchased prior to the Festival.
- Framed and signed Riverfest poster.

- An official sponsor recognition plaque.

**City of Wichita
City Council Meeting
March 18, 2014**

TO: Mayor and City Council
SUBJECT: 2014 Arterial Street Rehabilitation Program (Districts I, IV and V)
INITIATED BY: Department of Public Works & Utilities
AGENDA: ~~Consent~~ *New Business*

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

Background: The 2011-2020 Adopted Capital Improvement Program (CIP) includes ongoing funding to rehabilitate major streets. This program is separate from the Contract Maintenance program, which is funded by the Public Works & Utilities operating budget. It is supplemented by funding from the Kansas Department of Transportation’s (KDOT) KLINK program, which is specifically intended for rehabilitation of connecting link state highways. Receipt of KLINK funding is contingent upon recipient cities providing matching funding.

Analysis: The three areas selected for rehabilitation in 2014 are westbound US-54 from 111th to 119th Streets West, northbound K-42 from the Floodway Bridge to northeast of the I-235 on-ramp, and Hillside from 21st to 27th Streets North. US-54 and K-42 are connecting link state highways, eligible for KLINK funding. These two areas were also selected based on the need to rehabilitate the asphalt pavement surface. Hillside was selected for this program because it is one of the most severely deteriorated concrete arterial streets in town and is, at best, difficult to maintain.

Financial Considerations: The CIP includes \$500,000 in General Obligation bond funding and \$200,000 in KLINK funding, both in 2014, for a total project budget of \$700,000. City staff is requesting the City Council to approve the full project budget.

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

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

Attachments: Budget sheet and ordinance.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

For

SIGNALS AT K-96 & OLIVER/HILLSIDE

THIS AGREEMENT, made this _____ day of _____, 2014, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the 'CITY' and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the 'ENGINEER'.

WHEREAS, the CITY intends to construct;

SIGNALS AT K-96 & OLIVER/HILLSIDE (Project No. 472-85073, 707043)

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in The Woods North 3rd Addition 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 suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.

- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with **Exhibit "A"**; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the project now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 472 85073	\$38,946.00
------------------------------	--------------------

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the project.
 - 4. A major change in the scope of services for the project.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.

- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

(Name/Title)

ATTEST:

EXHIBIT “A”

SCOPE OF SERVICES
CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

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

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

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

1. **Field Surveys**. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. **Storm Water Pollution Prevention**. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per **Attachment No. 1 to Exhibit “A”**.
3. **Soils and Foundation Investigations**. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the project, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. **Review Preliminary Design Concepts**. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. **Drainage Study**. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. **Plans & Specifications**. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY’s Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project’s plans and proposed special provisions shall address the requirements included in the City’s Administrative Regulations 6.5, “Cleanup, Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit “A”**. The files are to be

AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

7. Landscaping. Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.
8. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**
9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A", also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the

box is installed to reset the final monument.

15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**
16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, 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 _____.
 - (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by _____.

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water Division
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate. Bidding erosion control as “1 LS” is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline

project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Attachment No. 2 to Exhibit “A” - Scope of Services

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- center of manholes

II. WATER LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- beginning and ends of pipe
- all P.I.’s/deflections (horizontal and vertical)
- FH’s, tees, bends, air release

III. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- center, inside face of curb inlets – Type 1 and Type 1A; center, at high edge of curb inlets – Type 2; CL of street, normal to inlet coordinate
- for skewed inlets typically in intersection radii, or not parallel to baseline – center, inside face of inlet; 15 ft/4 m offset in each direction, to center of inlet, along inside face line extended
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.’s for retaining walls, at back of walls

THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.

Sub-Division Projects

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

II. WATER DISTRIBUTION SYSTEM

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.’s/deflections (horizontal and vertical)
- FH’s, tees, bends, air release, valves

III. WATER SUPPLY LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.’s/deflections (horizontal and vertical)
- FH’s, tees, bends, air release, valves

IV. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
 - centerline @ 100' Sta on tangent sections
 - pc/pt points & 50' along curves
- special drainage swales
 - pc/pt points, pi's & 50' Sta in between
- ponds
 - any grades breaks between pond bottom and rear property line
 - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer

- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial streets
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

Attachment No. 3 to Exhibit “A” – Scope of Services

Project Name

Utility Location Verification Non-CIP Project

Projected Bid Date:

UTILITY: _____ **Checked by** _____ **on** _____

Utility Location:

- None in Project Limits
- In Project Limits, No Relocation Necessary
- Utility will need to relocate
- Other (please describe)

Briefly Describe Type and Location of Facilities within Project:

Estimate Time for Relocation: < 3 months 3-6 months 6-9 months > 9 months

Weather Sensitive: Yes No If yes, please explain: _____

Utility Plan Review:

- Correct as Shown
- Corrections needed
- Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Please email this form on or before **to:**

If relocation is necessary:

Estimated clear date: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Upon completion of relocation:

Relocation complete on: _____

Completed by _____ **(utility representative) on** _____ **(date)**

KGS
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Black Hills
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
AT&T
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Cox
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

EXHIBIT "B"

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

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

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

Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for

training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than

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

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

First Published in the Wichita Eagle March 28, 2014

ORDINANCE NO. 49-676

AN ORDINANCE DECLARING **US-54 WESTBOUND, FROM 111TH STREET WEST TO 119TH STREET WEST; K-42 NORTHBOUND, FLOODWAY BRIDGE TO NORTHEAST OF I-235 ON-RAMP; AND HILLSIDE, 21ST STREET TO 27TH STREET (472-85082)** TO BE MAIN TRAFFICWAYS WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAYS; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION 1. That **US-54 westbound, from 111th Street West to 119th Street West; K-42 northbound, Floodway Bridge to northeast of I-235 on-ramp; and Hillside, 21st Street to 27th Street (472-85082)** in the City of Wichita, Kansas are hereby designated and established as main trafficways, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **US-54 westbound, from 111th Street West to 119th Street West; K-42 northbound, Floodway Bridge to northeast of I-235 on-ramp; and Hillside, 21st Street to 27th Street (472-85082)** as main trafficways in the following particulars:

The design and construction of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvements is estimated to be **Seven Hundred Thousand Dollars (\$700,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the Office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of March, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Project Request

CIP Non-CIP CIP YEAR: 2014 CIP #: _____

NEIGHBORHOOD IMPROVEMENT

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

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: 472-85082

COUNCIL DISTRICT: 14 + 5 DATE COUNCIL APPROVED: Mar 18, 2014 REQUEST DATE: _____

PROJECT #: 211534 PROJECT TITLE: 2014 KLINK & Arterial Street Rehab

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: 2014 KLINK & Arterial Street Rehab

OCA #: 707070 OCA TITLE: 2014 KLINK & Arterial Street Rehab

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

PROJECT MANAGER: Gary Janzen PHONE #: 268-4450

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>8062 Federal pass thru State</u>	\$200,000.00	<u>2999 Contractuals</u>	\$700,000.00
<u>9720 G.O. Bonds</u>	\$500,000.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$700,000.00

EXPENSE TOTAL: \$700,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council
SUBJECT: Opposition of Legislation regarding Municipal Elections
INITIATED BY: City Manager's Office
AGENDA: City Council Member's Agenda

Recommended: Adopt the proposed resolution in opposition of pending legislative enactments mandating the timing and partisanship of local elections.

Background: Currently there are several legislative bills pending before the Kansas Legislature which would change the timing of municipal elections from April in odd numbered years to November in even numbered years. Additionally, the proposed legislation would introduce partisan politics to local elections.

Analysis: The proposed Resolution will serve as a clear indication of the City Council's continuing opposition to the legislature's attempts to remove local control of the municipal election process and to introduce partisan politics in local elections.

Financial Considerations: None.

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

Recommendations/Actions: It is recommended that the City Council adopt the Resolution in opposition of legislative mandates removing local control of municipal elections and authorize the necessary signatures.

Attachment: Resolution

RESOLUTION NO. 14-088

A RESOLUTION IN OPPOSITION TO THE STATE LEGISLATURE'S
PROPOSED CHANGES TO LOCAL ELECTIONS

WHEREAS, the Kansas Legislature is considering an amendment of state statutes regulating municipal elections;

WHEREAS, legislative proponents seek to mandate the timing and partisanship of local elections and seek to remove local control of the election process, and;

WHEREAS, the format and timing for local elections are best left to the local officials who are most familiar and have the closest ties to their electorate, and;

WHEREAS, the City of Wichita shares the legislative concern about low voter turnout and has responded with several initiatives to increase the flow of information and inform and engage the public regarding policy issues which affect the City, and;

WHEREAS, switching local elections from spring to fall creates a complexity regarding the term expiration of existing officeholders that the Revisor of Statutes has been unable to resolve, and;

WHEREAS, the introduction of partisan politics into local government issues will only polarize local elected official and create artificial limits on important local policy debates, and;

WHEREAS, a partisan requirement for local elections could disqualify many local candidates and office holders because of the Hatch Act, and;

WHEREAS, the current system of locally-controlled non-partisan municipal elections is recognized as a national model for good government;

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Wichita, Sedgwick County, Kansas, does hereby oppose the passage and enactment of state legislation that alters the current format of local elections.

Dated this 18th day of March, 2014

Carl Brewer, Mayor

ATTEST:

Karen Sublett
City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Wichita, Kansas
March 10, 2014
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 Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Troy Tillotson, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Karen Sublett, City Clerk, present.

Minutes of the regular meeting dated March 3, 2014, were read and on motion approved.

Bids were opened March 7, 2014, pursuant to advertisements published on:

2014 Contract Maintenance Thermal Crack Repairs Phase 2 (various locations) (472-85135/707063/211527) Traffic to be maintained during construction using flagpersons and barricades. (District IV,V)

PPJ Construction - *\$664,460.00
*Contract Awarded for 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.

PUBLIC WORKS & UTILITIES DEPARTMENT/STORMWATER MANAGEMENT DIVISION: Flood Control Structure Rehabilitation

Dondlinger & Sons Construction Co. Inc. - \$232,000.00

PARK & RECREATION DEPARTMENT/MAINTENANCE DIVISION: Fertilizers & herbicides

Van Diest Supply Co.*	Group 1, 2, 5, 6, 7 & 11
Grass Pad*	Group 3
Helena Chemical Co.*	Group 4
Supreme Turf Products, Inc.*	Group 8
Red River Specialties Inc.*	Group 9 & 10

*Refer to attachments for Group total.

PUBLIC WORKS & UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION: Semi Push Off Trailer

Somerset Welding & Steel Inc. - \$229,347.00

HOUSING & COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING DIVISION: Carpet Installation & Repair

National Flooring * \$54,030.00

*Estimate –Contract approved on unit cost basis; refer to attachments

PUBLIC WORKS & UTILITIES/WATER PRODUCTION & PUMPING DIVISION: 3 – Bay –Chain and Scraper Replacement

Evoqua Water Technologies LLC - \$68,460.00

*Purchases utilizing Sole Source of Supply Ordinance No. 35-856 Section 2 (b)

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.

Marty Strayer, Administrative Assistant
Department of Public Works

Karen Sublett, MMC
City Clerk

Wichita, Kansas
March 17, 2014
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 Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Hannah Lang, Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated March 10, 2014, were read and on motion approved.

Bids were opened March 14, 2014, pursuant to advertisements published on:

2014 Sanitary Sewer Reconstruction Phase 2 (north of Harry, east of Broadway) (468-84931/620702/664007) Traffic to be maintained during construction using flagpersons and barricades. (District I, III)

Visual Systems dba Brad Dody Construction - \$71,450.00

Lateral 6, Main 20 Southwest Interceptor Sewer to serve U-Needa Self Storage (2120 N Hoover Rd)(south of 21st St, east of Hoover Rd) (468-84873/744346/480038) Traffic to be maintained during construction using flagpersons and barricades. (District VI)

Dondlinger and Sons Construction Company Inc. - \$32,968.00

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.

PARK AND RECREATION DEPARTMENT/RECREATION DIVISION: Pool Chemicals.

Leslies Swimming Pool Supplies - \$29,887.00 Group 1
\$1,274.25 Group 2
\$4,112.00 Group 3
\$1,649.25 Group 4
\$2,218.50 Group 5

**PUBLIC WORKS AND UTILITIES DEPARTMENT/ SEWAGE TREATMENT DIVISION:
Wall Mount ABB Drive.**

Logic Inc. - \$28,050.60

**PUBLIC WORKS AND UTILITIES/FLEET AND FACILITIES: Maintenance Audio Visual
Equipment City.**

Conference Technologies, Inc.* - \$43,400.00

*Award redirected – For Service and spare Parts Contract

**PUBLIC WORKS AND UTILITIES/ SEWAGE TREATMENT DIVISION: Moyno H Series
Pumps at Plant 3.**

JCI Industries Inc.* -\$46,866.51

*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

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.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL MARCH 18, 2014**

- a. 29th Street North, Ridge to Hoover Paving Improvements (472-84691/706989/635703208454/761749) See Special Provisions. (District V,VI) - \$4,179,300.00
- b. Marblefalls from the southeast line of Lot 19, Block A, south to the southeast line of Lot 13, Block A and that there be constructed pavement on Marblefalls Court from the west line of Marblefalls, west to and including the cul-de-sac and that sidewalk be constructed on Marblefalls to serve Falcon Falls 2nd Addition (north of 45th Street North, west of Hillside) (472-84266/766304/490322) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$282,000.00
- c. Wichita Transit Bus Passenger Bench and Shelter Installation, Phase 4 in 39 locations throughout the City (Various Locations) (472-85156/716124) Traffic to be maintained during construction using flagpersons and barricades. (District IV,V,VI) - \$75,000.00

PRELIMINARY ESTIMATE of the cost of:
29th Street North, Ridge to Hoover Paving Improvements

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

Lump Sum Bid Items (706989)

1	Field Office & Laboratory (Type A)	1	LS
2	Mobilization	1	LS
3	Site Clearing	1	LS
4	Site Restoration	1	LS
5	Removal of Existing Structures	1	LS
6	Excavation	20,023	cy
7	Fill, Compacted (95% Density)	509	cy
8	Pavement Removed (Incl. CC & G)	10,021	sy
9	Sidewalk, Drive &/or Pkg Lot Removed	1,485	sy
10	Transportation of Salvaged Materials	1	LS
11	AC Pavement 7" (5" Bit Base)	20,568	sy
12	Concrete Pavement 9" (Reinf)	3,474	sy
13	Concrete Pavement (VG) 8" (Reinf)	254	sy
14	Concrete Pavement 8" (Reinf)	182	sy
15	Concrete Approach 10", Railroad	218	sy
16	Concrete Approach 10" (Var), Bridge	245	sy
17	Concrete Apron 6" (Reinf)	184	sy
18	Crushed Rock Base 8", Reinforced	24,655	sy
19	Crushed Rock Base 7", Reinforced	1,017	sy
20	Crushed Rock Base 6", Reinforced	3,930	sy
21	Concrete C & G, Type 1 (6" & 1-1/2")	10,940	lf
22	Concrete C & G, Type 3 (8" & 1-1/2") Median	597	lf
23	Concrete Curb, Mono Edge (6" & 1-1/2")	230	lf
24	Transition Rail (11" Wide) (6" to 27")	141	lf
25	Concrete Ramp Nose Section (Median)	4	ea
26	Wheelchair Ramp w/ Detectable Warnings	18	ea
27	Inlet Hookups	26	ea
28	Brick Pavers (Crosswalk)	509	sy
29	Sleeves, 6" PVC	80	lf
30	Valve Box Adjusted	7	ea
31	MH Adjusted, SS	1	ea
32	Cleanout Adjusted, SS (Incl. Conc. Slab and Frar	1	ea
33	Concrete Flume	47	lf
34	Pedestrian Bridge Furnished & Installed	1	LS
35	Inlet, Curb (Type 1A) (L=5' W=3')	2	ea
36	Inlet, Curb (Type 1A) (L=10' W=3')	15	ea
37	Inlet, Curb (Type 1A) (L=10' W=4')	5	ea
38	Inlet, Curb (Type 1A) (L=10' W=5')	2	ea
39	Inlet, Curb (Type 1A) (L=15' W=3')	1	ea
40	Inlet, Curb (Type 1) (L=10' W=3')	1	ea
41	MH, Shallow SWS (5')	1	ea
42	MH, Standard SWS (5')	2	ea
43	MH, Standard SWS (6')	3	ea
44	Sediment Separation Unit, 8'	1	ea
45	Sediment Separation Unit, 6'	1	ea
46	Sediment Separation Unit, 5'	1	ea
47	Rip-Rap, Light Stone	215	sy
48	Pipe, SWS, RCP 36"	495	lf
49	Pipe, SWS, RCP 30"	1,270	lf
50	Pipe, SWS, HERCP (19"x30") (24")	50	lf
51	Pipe, SWS, RCP 24"	1,661	lf
52	Pipe, SWS, RCP 18"	1,387	lf
53	Pipe, SWS, RCP 15"	380	lf
54	Pipe, SWS, DICL 12"	119	lf
55	Pipe Stub, 18" SWS, RCP	2	ea
56	Pipe Stub, 15" SWS, RCP	4	ea
57	Headwall RC 36"	1	ea
58	Pipe, End Section, RCP 24"	2	ea

59	Pipe, End Section, RCP 15"	2	ea
60	Pavement Marking	1	LS
61	Signing	1	LS
62	Traffic Control	1	LS
63	Traffic Signalization Modifications, Ridge Road	1	LS
64	Traffic Signalization, Hoover	1	LS
65	Autumn Blaze Maple - 2" caliper	7	ea
66	October Glory Maple - 2" caliper	7	ea
67	Shantung Maple - 2" caliper	17	ea
68	Chinese Pistache - 2" caliper	13	ea
69	Sawtooth Oak - 3" caliper	4	ea
70	Burr Oak - 3" caliper	4	ea
71	Shumard Red Oak - 3" caliper	3	ea
72	Bald Cypress - 2" caliper	6	ea
73	Allee Lacebark Elm - 3" caliper	14	ea
74	Oklahoma Whitebud - 2" caliper	5	ea
75	Oklahoma Redbud - 2" caliper	9	ea
76	Cornelian Cherry Dogwood - 2" caliper	14	ea
77	Thornless Cockspur Hawthorn - 2" caliper	11	ea
78	Golden Rain Tree - 2" caliper	6	ea
79	Prairiefire Crab Apple - 2" caliper	7	ea
80	Snowdrift Crab Apple - 2" caliper	4	ea
81	Canada Red Cherry - 2" caliper	7	ea
82	Aristocrat Flowering Pear - 2" caliper	28	ea
83	Fill, Select Topsoil	68	cy
84	Seeding	1	LS
85	Sodding	1	LS
Measured Quantity Bid Items (706989)			
86	Concrete Driveway 8" (Reinforced)	20,745	sf
87	Concrete Sidewalk 4"	28,993	sf
88	Concrete Sidewalk, 6" (Reinforced)	400	sf
89	Concrete Sidewalk, 8" (Reinforced)	1,456	sf
90	Retaining Wall, Modular Block	330	sff
91	Concrete Sidewalk Protection Curb	370	lf
92	AC Driveway 5"	126	sy
93	Electronic Message Board	50	day
94	Tree Removed (Large)	92	ea
95	Tree Removed (Small)	80	ea
96	Pipe, SWS PVC 4", Perforated (Underdrain)	550	lf
97	Fill, Sand (Flushed & Vibrated)	1,080	lf
98	BMP, Curb Inlet Protection	26	ea
99	BMP, Ditch Check	9	ea
100	BMP, Back of Curb Protection	11,963	lf
101	BMP, Silt Fence	500	lf
102	BMP, Construction Entrance	2	ea
Measured Quantity Bid Items (635703)			
103	Pipe, WL 20"	140	lf
104	Pipe, WL DICL 20"	4	lf
105	Pipe, WL 16"	155	lf
106	Pipe, WL DICL 16"	11	lf
107	Valve Assembly, Anchored 16"	1	ea
108	Valve Assembly, Blowoff 2"	1	ea
109	Fire Hydrant Removal	1	ea
110	Fire Hydrant Assembly	1	ea
111	Water Meter Relocated (incl Meter Box)	5	ea
112	Water Meter Adjusted (incl Meter Box)	4	ea
113	Service Line, Long 1"	9	ea
114	Air Release Adjusted	1	ea
115	Water Valve Closed & Abandoned	1	ea
116	AC Pavement Removed & Replaced	15	sy
117	Fill, Sand (Flushed & Vibrated)	91	lf
Measured Quantity Bid Items (706989)			
118	AC Temp. 6" (w/5" Rock Base, Unreinforced)	706	sy
119	Temp. 5" Gravel Surface (AB-3)	246	sy
120	Pile Drive Analyzer (PDA)	2	ea
Measured Quantity Bid Items (635703)			
121	Fire Hydrant Adjustment	1	ea

Construction Subtotal

Design Fee (706989)
Design Water (635703)
Engineering & Inspection (706989)
Engineering & Inspection (635703)
Right-of-Way (706989)
Tree Removal (706989)
Administration (706989)
Administration (635703)
Publication
Other

Total Estimated Cost

\$4,179,300.00

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

208454/761749 (706989/635703) 472-84691

Page _____

EXHIBIT

PRELIMINARY ESTIMATE of the cost of:

Marblefalls from the southeast line of Lot 19, Block A, south to the southeast line of Lot 13, Block A and that there be constructed pavement on Marblefalls Court from the west line of Marblefalls, west to and including the cul-de-sac and that sidewalk be constructed on Marblefalls to serve Falcon Falls 2nd Addition (north of 45th Street North, west of Hillside)

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	AC Pavement 5" (3" Bit Base)	2,735	sy
2	Crushed Rock Base 5", Reinforced	3,487	sy
3	Concrete Pavement (VG) 7" (Reinf)	100	sy
4	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	1,662	lf
5	Concrete Curb, Mono Edge (3-5/8" RL & 1-1/2")	63	lf
6	Concrete Sidewalk 4"	1,396	sf
7	Wheelchair Ramp w/ Detectable Warnings	2	ea
8	Excavation	745	cy
9	Fill, Compacted (95% Density)	27	cy
10	Fill, Loose	235	cy
11	Pipe, SWS 15"	182	lf
12	Pipe, SWS 18"	522	lf
13	Pipe, SWS 30"	146	lf
14	Pipe, SWS 36"	249	lf
15	Inlet, Curb (Type 1A) (L=10' W=3')	2	ea
16	Inlet, Drop, Special	3	ea
17	MH, Standard SWS (5')	2	ea
18	Fill, Sand (Flushed & Vibrated)	43	lf
19	Headwall RC 36"	1	ea
20	Pipe Stub, 15"	1	ea
21	Rip-Rap, Heavy Stone	36	sy
22	Maintain Existing BMPs	1	LS
23	Grading, Easement	1	LS
24	Signing	1	LS
25	Seeding	1	LS
26	Site Clearing	1	LS
27	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

28	Inlet Underdrain	40	lf
29	BMP, Back of Curb Protection	1,725	lf
30	BMP, Curb Inlet Protection	2	ea
31	BMP, Drop Inlet Protection	5	ea

Construction Subtotal

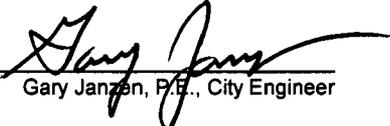
Design Fee
 Engineering & Inspection
 Administration
 Publication
 Contingency

Total Estimated Cost

\$282,000.00

CITY OF WICHITA)
 STATE OF KANSAS) SS

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


 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____ (DATE)

 City Clerk

PRELIMINARY ESTIMATE of the cost of:

Wichita Transit Bus Passenger Bench and Shelter Installation, Phase 4
in 39 locations throughout the City.

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	Traffic Control	1 ea
2	Site Clearing	1 LS
3	Sod	1 LS
Measured Quantity Bid Items		
4	Shelter Installed (5' x 10')	2 ea
5	Shelter Relocated (5' x 10')	1 ea
6	Shelter Relocated (7' x 14')	1 ea
7	Concrete Sidewalk 4"	850 sf
8	Concrete Pad 4"	1,304 sf
9	Concrete Pad 5" (Reinf)	770 sf
10	Concrete Thickened Edge 8"	180 lf
11	Protection Curb (up to 12")	92 lf
12	Sidewalk/Pad/Ramp Removed	855 sf
13	Concrete Curb & Gutter Rem. & Repl.	20 lf
14	Bicycle Rack Removed	2 ea
15	Bicycle Rack Install	1 ea
16	Bench Removal	1 ea
Add Alternate #1 (Measured Quantity)		
17	Sign Post Installation	134 ea
Add Alternate #2 (Measured Quantity)		
18	Freestanding Bench Installation	21 ea

Construction Subtotal

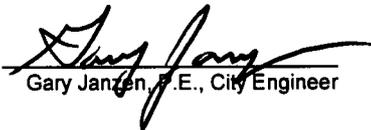
Design Fee
Engineering & Inspection (629574)
Administration
Publication

Total Estimated Cost

\$75,000.00

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

716124 (716124) 472-85156

Page _____

EXHIBIT _____

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council
SUBJECT: Revised Petitions for Improvements to Krug South Addition (District II)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the revised petitions and adopt the amending resolutions.

Background: On February 13, 2007, the City Council approved a plat and associated improvement petitions for Krug South Addition. This was prior to October 21, 2008, when the City Council adopted an ordinance establishing the Water Main Benefit Fee. The benefit fee is now assessed to all property that connects to City water and has not been assessed for a water main, regardless of when the property was platted. On June 19, 2012, the City Council approved three revised petitions for the same development, re-phasing the original petitions approved in 2007. The developer’s consultant incorrectly assumed the property was exempt from the benefit fee. The developer has now submitted three revised petitions to include the required benefit fee. The signatures on the petitions represent 100% of the improvement district and the petitions are valid per Kansas Statute.

Analysis: The projects will provide a water distribution system required for a new residential development located south of 21st Street North, west of 143rd Street East.

Financial Considerations: The petition totals remain \$41,000, \$52,000, and \$32,000 as previously approved in 2012. Each project will also be assessed a separate main benefit fee of \$6,896, ~~\$26,938~~ \$37,229, and \$4,969, respectively. The funding source for all fees and projects is special assessments.

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

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

Attachments: Revised petitions and amending resolutions.

132019

First Published in the Wichita Eagle on March 21, 2014

RESOLUTION NO. 14-081

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90563 (SOUTH OF 21ST, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90563 (SOUTH OF 21ST, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 12-153** adopted on **June 19, 2012** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90563 (south of 21st, west of 143rd St. East)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Fifty-Two Thousand Dollars (\$52,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2012**, exclusive of the costs of temporary financing.

That, in accordance with the provisions K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Twenty Six Thousand Nine Hundred Thirty Eight Dollars (\$26,938); and distributed on a fraction basis as follows:

Lots 1 through 11, Block 2; and Lots 1 through 10, Block 3; Krug South Addition shall each pay 1/21 of the total cost payable by the improvement district.

That, in accordance with the provisions K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Ten Thousand Two Hundred Ninety One Dollars (\$10,291); and distributed on a fraction basis as follows:

Lots 1 through 11, Block 2; and Lots 1 through 10, Block 3; Krug South Addition shall each pay 1/21 of the total cost of the improvements.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

KRUG SOUTH ADDITION

Lots 1 through 11, Block 2

Lots 1 through 10, Block 3

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 11, Block 2; and Lots 1 through 10, Block 3; KRUG SOUTH ADDITION shall each pay 1/21 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof,

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of March, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on March 21, 2014

RESOLUTION NO. 14-082

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90564 (SOUTH OF 21ST, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90564 (SOUTH OF 21ST, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **12-154** adopted on **June 19, 2012** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90564 (south of 21st, west of 143rd St. East)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Thirty -Two Thousand Dollars (\$32,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2012**, exclusive of the costs of temporary financing.

That, in accordance with the provisions K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Four Thousand Nine Hundred Sixty Nine Dollars (\$4,969); and distributed on a fraction basis as follows:

Lots 17 through 25, Block 1; and Lots 7 through 14, Block 5; Krug South Addition shall each pay 1/17 of the total cost payable by the improvement district.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

KRUG SOUTH ADDITION

Lots 17 through 25, Block 1

Lots 7 through 14, Block 5

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 17 through 25, Block 1; and Lots 7 through 14, Block 5; KRUG SOUTH ADDITION shall each pay 1/17 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

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

SECTION 10. That the City Clerk shall make proper publication of this resolution, which

shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of March, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on March 21, 2014

RESOLUTION NO. 14-083

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90562 (SOUTH OF 21ST, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90562 (SOUTH OF 21ST, WEST OF 143RD ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **12-152** adopted on **June 19, 2012** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90562 (south of 21st, west of 143rd St. East)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Forty-One Thousand Dollars (\$41,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2012**, exclusive of the costs of temporary financing.

That, in accordance with the provisions K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Six Thousand Eight Hundred Ninety Six Dollars (\$6,896); and distributed on a fraction basis as follows:

Lots 12 through 28, Block 2; Krug South Addition shall each pay 1/17 of the total cost payable by the improvement district.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

KRUG SOUTH ADDITION

Lots 12 through 28, Block 2

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 12 through 28, Block 2; KRUG SOUTH ADDITION shall each pay 1/17 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of March, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

\$

WATER DISTRIBUTION SYSTEM PETITION
PHASE 5

RECEIVED

FEB 11 '14

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

448-90563
revised

Dear Council Members:

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

KRUG SOUTH ADDITION

Lots 1 through 11, Block 2;

Lots 1 through 10, Block 3;

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

- (a) That there be constructed a water distribution system including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Fifty Two Thousand Dollars (\$52,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Twenty Six Thousand Nine Hundred Thirty Eight Dollars (\$26,938.00); and distributed on a fractional basis as follows:

Lots 1 through 11, Block 2; and Lots 1 through 10, Block 3; Krug South Addition shall each pay 1/21 of the total cost payable by the improvement district.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Ten Thousand Two Hundred Ninety One Dollars (\$10,291.00); and distributed on a fraction basis as follows:

Lots 1 through 11, Block 2; and Lots 1 through 10, Block 3; Krug South Addition shall each pay 1/21 of the total cost payable by the improvement district.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 11, Block 2; and Lots 1 through 10, Block 3; Krug South Addition shall each pay 1/21 of the total cost payable by the improvement district

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

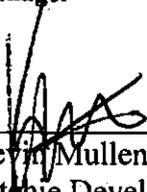
2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<p><u>KRUG SOUTH ADDITION</u> Lots 1 through 11, Block 2; and Lots 1 through 10, Block 3; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.</p>	<p>KRUG SOUTH RESIDENTIAL, LLC RITCHIE DEVELOPMENT CORPORATION- Manager</p> <p>By:  _____ Kevin Mullen, President Ritchie Development Corporation</p>	

**KRUG SOUTH ADDITION
WATER DISTRIBUTION SYSTEM PHASE 5 PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
			\$		\$
8" Valves	3	EA	1,000.00		3,000.00
			\$		\$
8" WL	1290	LF	16.00		20,640.00
			\$		\$
Blowoffs	1	EA	600.00		600.00
			\$		\$
Connection to Exist WL	1	EA	1,000.00		1,000.00
			\$		\$
Hydrants	4	EA	2,500.00		10,000.00
			\$		\$
				Contingencies @ 10% +/-	3,524.00
					\$
				Construction Total	38,764.00
					\$
				35% Engineering, Administration, Etc.	13,567.40
					\$
				TOTAL	52,331.40

For Petition Use \$52,000.00

AFFIDAVIT

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

Julianne Kollman
Name

455 N. Main
Address

268-4236
Telephone Number

Sworn to and subscribed before me this 11 day of February, 2014.



John Edwards
Deputy City Clerk

4

RECEIVED

FEB 11 '14

CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION
PHASE 6

To the Mayor and City Council
Wichita, Kansas

448-90564
revised

Dear Council Members:

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

KRUG SOUTH ADDITION
Lots 17 through 25, Block 1;
Lots 7 through 14, Block 5;

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

- (a) That there be constructed a water distribution system including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Thirty Two Thousand Dollars (\$32,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement

Krug South Addition – Water Distribution System Phase 6 Petition

GJA/kda 05291 REPETITION 2/2014

Page 1

district's share of the cost of the existing water main, such benefit fee to be in the amount of Four Thousand Nine Hundred Sixty Nine Dollars (\$4,969.00); and distributed on a fraction basis as follows:

Lots 17 through 25, Block 1; and Lots 7 through 14, Block 5; Krug South Addition shall each pay 1/17 of the total cost payable by the improvement district.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 17 through 25, Block 1; and Lots 7 through 14, Block 5; Krug South Addition shall each pay 1/17 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<p><u>KRUG SOUTH ADDITION</u> Lots 17 through 25, Block 1; and Lots 7 through 14, Block 5; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.</p>	<p>KRUG SOUTH RESIDENTIAL, LLC RITCHIE DEVELOPMENT CORPORATION- Manager</p> <p>By:  _____ Kevin Kullen, President Ritchie Development Corporation</p>	

**KRUG SOUTH ADDITION
WATER DISTRIBUTION SYSTEM PHASE 6 PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" Valves	2	EA	\$ 1,000.00		\$ 2,000.00
8" WL	800	LF	\$ 16.00		\$ 12,800.00
Connection to Exist WL	2	EA	\$ 1,000.00		\$ 2,000.00
Hydrants	2	EA	\$ 2,500.00		\$ 5,000.00
				Contingencies @ 10% +/-	\$ 2,180.00
				Construction Total	\$ 23,980.00
				35% Engineering, Administration, Etc.	\$ 8,393.00
				TOTAL	\$ 32,373.00

For Petition Use \$32,000.00

AFFIDAVIT

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

Julianne Kallman
Name

455 N. Main
Address

268-4236
Telephone Number

Sworn to and subscribed before me this 11 day of February, 2014.



John Edwards
Deputy City Clerk

\$

RECEIVED

FEB 11 '14

CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION
PHASE 4

To the Mayor and City Council
Wichita, Kansas

448-90562
revised

Dear Council Members:

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

KRUG SOUTH ADDITION
Lots 12 through 28, Block 2;

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

- (a) That there be constructed a water distribution system including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Forty One Thousand Dollars (\$41,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in

the amount of Six Thousand Eight Hundred Ninety Six Dollars (\$6,896.00); and distributed on a fraction basis as follows:

Lots 12 through 28, Block 2; Krug South Addition shall each pay 1/17 of the total cost payable by the improvement district.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 12 through 28, Block 2; Krug South Addition shall each pay 1/17 of the total cost payable by the improvement district

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

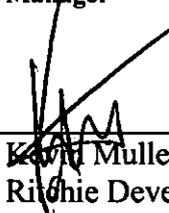
2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<p><u>KRUG SOUTH ADDITION</u> Lots 12 through 28, Block 2; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.</p>	<p>KRUG SOUTH RESIDENTIAL, LLC RITCHIE DEVELOPMENT CORPORATION- Manager</p> <p>By:  _____ Kevin Mullen, President Ritchie Development Corporation</p>	

**KRUG SOUTH ADDITION
WATER DISTRIBUTION SYSTEM PHASE 4 PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" Valves	1	EA	\$ 1,000.00		\$ 1,000.00
8" WL	1075	LF	\$ 16.00		\$ 17,200.00
Blowoffs	1	EA	\$ 600.00		\$ 600.00
Connection to Exist WL	1	EA	\$ 1,000.00		\$ 1,000.00
Hydrants	3	EA	\$ 2,500.00		\$ 7,500.00
				Contingencies @ 10% +/-	\$ 2,730.00
				Construction Total	\$ 30,030.00
				35% Engineering, Administration, Etc.	\$ 10,510.50
				TOTAL	\$ 40,540.50

For Petition Use \$41,000.00

AFFIDAVIT

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

Julianne Kallman

Name

455 N. Main

Address

268-4236

Telephone Number

Sworn to and subscribed before me this 11 day of February, 2014.



Jan Edwards

Deputy City Clerk

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council
SUBJECT: Improvements to Meadowland Addition (District II)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the petitions and adopt the resolutions.

Background: On June 4, 2013, the City Council approved a petition for sanitary sewer improvements to serve Meadowland Addition. The petition was required for a lot split and cost estimates for the sanitary sewer improvements have since been refined. The developer has submitted a new petition to reflect the updated estimate. Additionally, the developer has submitted new petitions for water and storm water drainage improvements. The signatures on the petitions represent 100% of the improvement district and the petitions are valid per Kansas Statute.

Analysis: The projects will provide sanitary sewer, water, and storm water drainage improvements required for a new residential development located north of Kellogg, east of 127th Street East.

Financial Considerations: The existing sanitary sewer petition total is \$22,000. The revised sanitary sewer petition total is \$127,000 and the water and drainage petition totals are \$321,000 and \$96,000. The improvement district will also be assessed a water main benefit fee of \$13,081. The funding source for all three projects is special assessments.

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

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

Attachments: Map, budget sheets, petitions, and resolutions.

First Published in the Wichita Eagle on March 21, 2014

RESOLUTION NO. 14-084

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 434, FOUR MILE CREEK SEWER (NORTH OF KELLOGG, EAST OF 127TH STREET EAST) 468-84881** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 434, FOUR MILE CREEK SEWER (NORTH OF KELLOGG, EAST OF 127TH STREET EAST) 468-84881** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **13-096** adopted on **June 4, 2013** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 434, Four Mile Creek Sewer (north of Kellogg, east of 127th Street East) 468-84881**.

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Twenty-Seven Thousand Dollars (\$127,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2014**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARCEL "B"

That part of Lot 2, Block E, Meadowland Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southwest corner of said Lot 2; thence N00°51'05"W along the west line of said Lot 2, 387.94 feet to a deflection corner in the west line of said Lot 2, said deflection corner also being on the south line of the Northwest Quarter of Section 23, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence N00°48'56"W along the west line of said Lot 2, 200.01 feet to a point of 200.00 feet normally distant north of the south line of said Northwest Quarter, thence N88°44'49"E parallel with the south line of said Northwest Quarter 777.18 feet to a point on the east line of said Lot 2; thence S21°13'02"E along the east line of said Lot 2, 212.56 feet to a deflection corner in said east line; thence S21°07'33"E along the east line of said Lot 2, 0.21 feet (platted), 0.22 feet (calculated), to the intersection with the south line of said Northwest Quarter; thence continuing S21°07'33"E along the east line of said Lot 2, 156.95 feet to the most easterly southeast corner of said Lot 2; thence S45°55'54"W along the southeast line of said Lot 2, 462.07 feet to the most southerly southeast corner of said Lot 2; thence N83°51'53"W along the south line of said Lot 2, 573.24 feet to the point of beginning.

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: PARCEL "B" shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are re-platted before assessments have been levied, the assessments against the re-platted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of March, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

RESOLUTION NO. 14-085

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90627 (NORTH OF KELLOGG, EAST OF 127TH STREET EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90627 (NORTH OF KELLOGG, EAST OF 127TH STREET EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90627 (north of Kellogg, east of 127th Street East)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Ninety-Six Thousand Dollars (\$96,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Thirteen Thousand Eighty-One Dollars (\$13,081).

PARCEL "B"

That part of Lot 2, Block E, Meadowland Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southwest corner of said Lot 2; thence N00°51'05"W along the west line of said Lot 2, 387.94 feet to a deflection corner in the west line of said Lot 2, said deflection corner also being on the south line of the Northwest Quarter of Section 23, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence N00°48'56"W along the west line of said Lot 2, 200.01 feet to a point of 200.00 feet normally distant north of the south line of said Northwest

Quarter, thence N88°44'49"E parallel with the south line of said Northwest Quarter 777.18 feet to a point on the east line of said Lot 2; thence S21°13'02"E along the east line of said Lot 2, 212.56 feet to a deflection corner in said east line; thence S21°07'33"E along the east line of said Lot 2, 0.21 feet (platted), 0.22 feet (calculated), to the intersection with the south line of said Northwest Quarter; thence continuing S21°07'33"E along the east line of said Lot 2, 156.95 feet to the most easterly southeast corner of said Lot 2; thence S45°55'54"W along the southeast line of said Lot 2, 462.07 feet to the most southerly southeast corner of said Lot 2; thence N83°51'53"W along the south line of said Lot 2, 573.24 feet to the point of beginning.

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: PARCEL "B" shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are re-platted before assessments have been levied, the assessment against the re-platted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of March, 2014.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

RESOLUTION NO. 14-086

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 393 (NORTH OF KELLOGG, EAST OF 127TH STREET EAST) 468-84934** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 393 (NORTH OF KELLOGG, EAST OF 127TH STREET EAST) 468-84934** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 393 (north of Kellogg, east of 127th Street East) 468-84934**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Twenty-One Thousand Dollars (\$321,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARCEL "B"

That part of Lot 2, Block E, Meadowland Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southwest corner of said Lot 2; thence N00°51'05"W along the west line of said Lot 2, 387.94 feet to a deflection corner in the west line of said Lot 2, said deflection corner also being on the south line of the Northwest Quarter of Section 23, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence N00°48'56"W along the west line of said Lot 2, 200.01 feet to a point of 200.00 feet normally distant north of the south line of said Northwest Quarter, thence N88°44'49"E parallel with the south line of said Northwest Quarter 777.18 feet to a point on the east line of said Lot 2; thence S21°13'02"E along the east line of said Lot 2, 212.56 feet to a deflection corner in said east line; thence S21°07'33"E along the east line of said Lot 2, 0.21 feet (platted), 0.22 feet (calculated), to the intersection with the south line of said Northwest Quarter; thence continuing S21°07'33"E along the east line of said Lot 2, 156.95 feet to the most easterly southeast

corner of said Lot 2; thence S45°55'54"W along the southeast line of said Lot 2, 462.07 feet to the most southerly southeast corner of said Lot 2; thence N83°51'53"W along the south line of said Lot 2, 573.24 feet to the point of beginning.

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: PARCEL "B" shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are re-platted before assessments have been levied, the assessments against the re-platted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of March 2014.

CARL BREWER, MAYOR

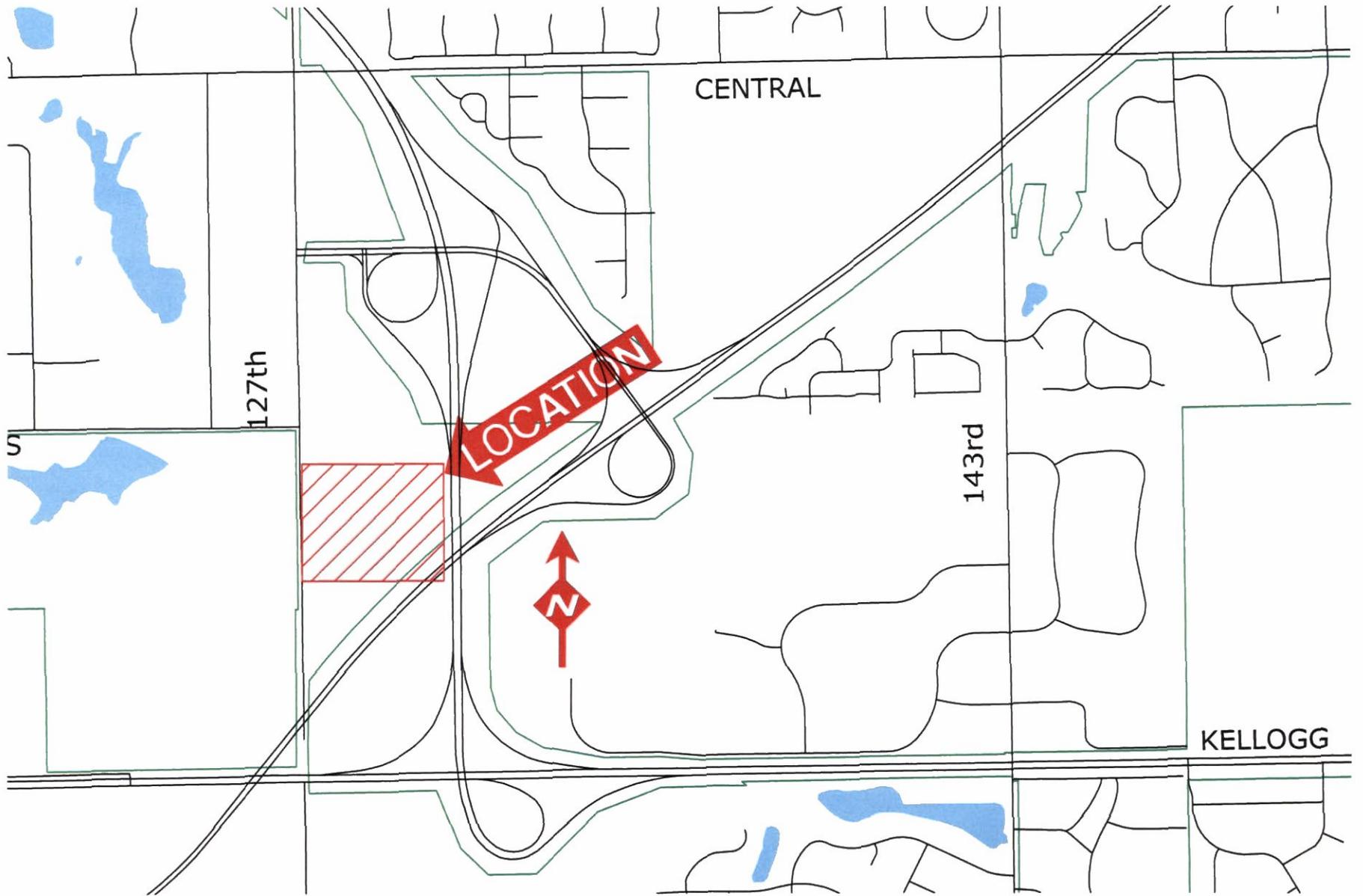
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 14-

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I. ENGINEERING REFERENCE #: 468-84881

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Mar 4, 2014 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: Lat 434, FMC for Meadowland Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Lat 434, FMC for Meadowland Addition

OCA #: _____ OCA TITLE: Lat 434, FMC for Meadowland Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	\$127,000.00	<u>2999 Contractuals</u>	\$127,000.00
_____	\$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: \$127,000.00

EXPENSE TOTAL: \$127,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: *Jay Jones*

DEPARTMENT HEAD: *Mary*

BUDGET OFFICER: *Catherine McMillen*

CITY MANAGER: _____

DATE: 02/19/14

DATE: 2/12/14

DATE: 2/21/14

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 14-

FUND: 470 Water Improvements N.I. ENGINEERING REFERENCE #: 448-90627

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Mar 4, 2014 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: WDS 90627 for Meadowland Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: WDS 90627 for Meadowland Addition

OCA #: _____ OCA TITLE: WDS 90627 for Meadowland Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$96,000.00</u>	<u>2999 Contractuals</u>	<u>\$96,000.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>

REVENUE TOTAL: \$96,000.00

EXPENSE TOTAL: \$96,000.00

NOTES: HOLD FOR LOC
Separate Benefit Fee \$13,081

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: *Jay Jones*

DEPARTMENT HEAD: *Alan [Signature]*

BUDGET OFFICER: *Catherine D. Hilkey*

CITY MANAGER: _____

DATE: 02/19/14

DATE: 2/12/14

DATE: 2/25/14

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 14-

FUND: 480 Sewer Improvements N.I. SUBFUND: 485 Storm Drainage N.I. ENGINEERING REFERENCE #: 468-84934

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Mar 4, 2014 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: SWD 393 for Meadowland Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: SWD 393 for Meadowland Addition

OCA #: _____ OCA TITLE: SWD 393 for Meadowland Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	\$321,000.00	<u>2999 Contractuals</u>	\$321,000.00
_____	\$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: \$321,000.00

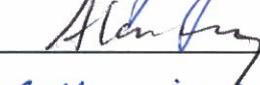
EXPENSE TOTAL: \$321,000.00

NOTES: HOLD FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: 

DEPARTMENT HEAD: 

BUDGET OFFICER: 

CITY MANAGER: _____

DATE: 02/19/14

DATE: 3/12/14

DATE: 2/21/14

DATE: _____

\$

RECEIVED

SANITARY SEWER PETITION

JAN 30 '14

To the Mayor and City Council
Wichita, Kansas

*Lat. 434, FMC
468-84881
Revised*

CITY CLERK OFFICE

Dear Council Members:

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

PARCEL "B"

That part of Lot 2, Block E, Meadowland Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southwest corner of said Lot 2; thence N00°51'05"W along the west line of said Lot 2, 387.94 feet to a deflection corner in the west line of said Lot 2, said deflection corner also being on the south line of the Northwest Quarter of Section 23, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence N00°48'56"W along the west line of said Lot 2, 200.01 feet to a point 200.00 feet normally distant north of the south line of said Northwest Quarter; thence N88°44'49"E parallel with the south line of said Northwest Quarter, 777.18 feet to a point on the east line of said Lot 2; thence S21°13'02"E along the east line of said Lot 2, 212.56 feet to a deflection corner in said east line; thence S21°07'33"E along the east line of said Lot 2, 0.21 feet (platted), 0.22 feet (calculated), to the intersection with the south line of said Northwest Quarter; thence continuing S21°07'33"E along the east line of said Lot 2, 156.95 feet to the most easterly southeast corner of said Lot 2; thence S45°55'54"W along the southeast line of said Lot 2, 462.07 feet to the most southerly southeast corner of said Lot 2; thence N83°51'53"W along the south line of said Lot 2, 573.24 feet to the point of beginning.

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the lateral sanitary sewer is One Hundred Twenty-Seven Thousand Dollars (\$127,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after February 1, 2014.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100

percent of the total actual cost of the improvements for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the Benefit District shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Parcel "B" shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are re-platted before assessments have been levied, the assessments against the re-platted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>PARCEL 'B'</u>	Verandas at Crestview I, LLC By: 	1/29/14

AFFIDAVIT

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

Nath Wilson
Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 30 day of January
2014.



Janis Edwards
Deputy City Clerk

MEADOWLAND ADDITION

Wichita, Sedgwick County, Kansas

SANITARY SEWER IMPROVEMENTS

Benefit District:
Parcel "B"

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	1550	L.F.	\$24.00	\$37,200.00
Manhole	9	EA.	\$3,000.00	\$27,000.00
Manhole Adjustments	4	EA.	\$2,000.00	\$8,000.00
Risers	1	EA.	\$1,000.00	\$1,000.00
Stubs	6	EA.	\$150.00	\$900.00
Easement Grading	1	L.S.	\$5,000.00	\$5,000.00
Erosion Control	1	L.S.	\$2,500.00	\$2,500.00
Site Clearing & Restoration	1	L.S.	\$12,000.00	\$12,000.00
Subtotal				\$93,600.00
+ 35% Design, Insp., & Administration				32,760.00
Total				\$126,360.00

Petition Amount

\$127,000

Average Cost Per Month

\$939 (based on 4% for 15 Yrs.)

\$

RECEIVED

JAN 30 '14

CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Wichita, Kansas

448-90627

Dear Council Members:

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

PARCEL "B"

That part of Lot 2, Block E, Meadowland Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southwest corner of said Lot 2; thence N00°51'05"W along the west line of said Lot 2, 387.94 feet to a deflection corner in the west line of said Lot 2, said deflection corner also being on the south line of the Northwest Quarter of Section 23, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence N00°48'56"W along the west line of said Lot 2, 200.01 feet to a point 200.00 feet normally distant north of the south line of said Northwest Quarter; thence N88°44'49"E parallel with the south line of said Northwest Quarter, 777.18 feet to a point on the east line of said Lot 2; thence S21°13'02"E along the east line of said Lot 2, 212.56 feet to a deflection corner in said east line; thence S21°07'33"E along the east line of said Lot 2, 0.21 feet (platted), 0.22 feet (calculated), to the intersection with the south line of said Northwest Quarter; thence continuing S21°07'33"E along the east line of said Lot 2, 156.95 feet to the most easterly southeast corner of said Lot 2; thence S45°55'54"W along the southeast line of said Lot 2, 462.07 feet to the most southerly southeast corner of said Lot 2; thence N83°51'53"W along the south line of said Lot 2, 573.24 feet to the point of beginning.

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas (the "Improvement").
- (b) That the estimated and probable cost of the foregoing improvements being Ninety-Six Thousand Dollars (\$96,000.00), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2014.

- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Thirteen Thousand Eighty-One Dollars (\$13,081).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

Construction of this Improvement may be abandoned, altered and/or performed privately in part or whole, in which case construction of this Improvement under the authority of this petition, shall be precluded. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the Benefit District shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Parcel "B" shall pay 100 percent of the total cost of the improvements.

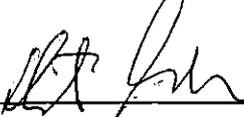
In the event all or part of the lots or parcels in the improvement district are re-platted before assessments have been levied, the assessments against the re-platted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>PARCEL 'B'</u>	Verandas at Crestview I, LLC By: 	1/29/14

AFFIDAVIT

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

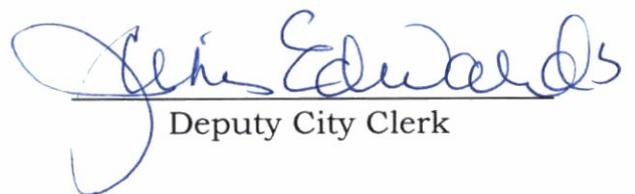

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 30 day of January
2014.




Deputy City Clerk

MEADOWLAND ADDITION

Wichita, Sedgwick County, Kansas

WATER LINE IMPROVEMENTS

Benefit District:
Parcel "B"

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	1900	L.F.	\$20.00	\$38,000.00
Fire Hydrants	5	EA.	\$2,600.00	\$13,000.00
Valves	20	EA.	\$600.00	\$12,000.00
Erosion Control	1	L.S.	\$2,500.00	\$2,500.00
Site Clearing & Restoration	1	L.S.	\$5,000.00	\$5,000.00
Subtotal				\$70,500.00
+ 35% Design, Insp., & Administration				24,675.00
Total				\$95,175.00

Petition Amount	\$96,000
Main Benefit Fee (@ \$.026/Sq.Ft.)	\$13,081
Total Project	\$109,081
Average Cost Per Month	\$807 (based on 4% for 15 Yrs.)

STORM WATER DRAIN PETITION

RECEIVED

JAN 30 '14

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

SWD#393

Dear Council Members:

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

468-84934

PARCEL "B"

That part of Lot 2, Block E, Meadowland Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southwest corner of said Lot 2; thence N00°51'05"W along the west line of said Lot 2, 387.94 feet to a deflection corner in the west line of said Lot 2, said deflection corner also being on the south line of the Northwest Quarter of Section 23, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence N00°48'56"W along the west line of said Lot 2, 200.01 feet to a point 200.00 feet normally distant north of the south line of said Northwest Quarter; thence N88°44'49"E parallel with the south line of said Northwest Quarter, 777.18 feet to a point on the east line of said Lot 2; thence S21°13'02"E along the east line of said Lot 2, 212.56 feet to a deflection corner in said east line; thence S21°07'33"E along the east line of said Lot 2, 0.21 feet (platted), 0.22 feet (calculated), to the intersection with the south line of said Northwest Quarter; thence continuing S21°07'33"E along the east line of said Lot 2, 156.95 feet to the most easterly southeast corner of said Lot 2; thence S45°55'54"W along the southeast line of said Lot 2, 462.07 feet to the most southerly southeast corner of said Lot 2; thence N83°51'53"W along the south line of said Lot 2, 573.24 feet to the point of beginning.

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

- (a) That there be constructed a storm water drainage system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the improvements is Three Hundred Twenty-One Thousand Dollars (\$321,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after February 1, 2014.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvements for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the Benefit District shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Parcel "B" shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are re-platted before assessments have been levied, the assessments against the re-platted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

PARCEL 'B'

Verandas at Crestview I, LLC

By: 
1/29/14

AFFIDAVIT

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

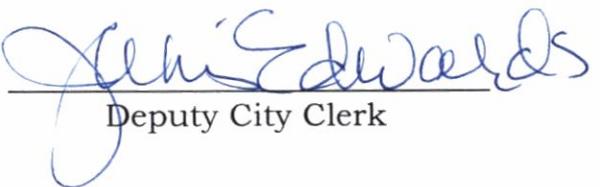

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 30 day of January
2014.




Deputy City Clerk

MEADOWLAND ADDITION

Wichita, Sedgwick County, Kansas

STORM WATER DRAIN IMPROVEMENTS

Benefit District:
Parcel "B"

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
36" Pipe	90	L.F.	\$80.00	\$7,200.00
30" Pipe	300	L.F.	\$70.00	\$21,000.00
24" Pipe	400	L.F.	\$60.00	\$24,000.00
36" Endsections	1	EA.	\$1,200.00	\$1,200.00
30" Endsections	4	EA.	\$1,000.00	\$4,000.00
Manholes	5	EA.	\$4,500.00	\$22,500.00
Matting	2600	S.Y.	\$4.00	\$10,400.00
Rip Rap	1350	S.Y.	\$42.00	\$56,700.00
Excavation	15000	S.Y.	\$3.00	\$45,000.00
Mass Grading	1	L.S.	\$15,000.00	\$15,000.00
Seeding	1	L.S.	\$8,000.00	\$8,000.00
Erosion Control	1	L.S.	\$7,500.00	\$7,500.00
Site Clearing & Restoration	1	L.S.	\$15,000.00	\$15,000.00
Subtotal				\$237,500.00
+ 35% Design, Insp., & Administration				83,125.00
Total				\$320,625.00

Petition Amount

\$321,000

Average Cost Per Month

\$2,374 (based on 4% for 15 Yrs.)

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council
SUBJECT: Community Events – Food 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 Sharon VanHorn, VanHorn Promotion & Marketing is coordinating Food at the Fountains with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Food at the Fountains March 20, April 27, May 25 and June 29, 2014 11:00 am – 3:00 pm

- Water Street, Dewey Street to Waterman 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: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of 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 18, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Diva Dash 5K (Districts I, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Caleb Teague, KC Running Company is coordinating the Diva Dash 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Diva Dash 5K April 5, 2014 8:00 am – 10:00 am

- Water Street, Waterman Street to Dewey Street
- Dewey Street, Main Street to Wichita Street
- Wichita Street, Dewey Street to Waterman Street
- Lewis Street, Wichita Street to McLean Boulevard
- McLean Boulevard, Lewis Street to Seneca Street
- Seneca Street, McLean Boulevard to Museum Boulevard
- Museum Boulevard, McLean Boulevard to West Central Avenue
- West Central Avenue, Museum Boulevard to entrance of bike path
- First/Second Streets, Waco Street to McLean Boulevard

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

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

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of 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 18, 2014

TO: Mayor and City Council
SUBJECT: Community Events – Thin Mint Sprint (District II)
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 Trevor Darmstetter, GoRace Timing & Management is coordinating the Thin Mint Sprint with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Thin Mint Sprint April 12, 2014 8:00 am – 10:00 am

- South Ridgecrest Street, Lexington Road to South Lynwood Boulevard
- East English Street, South Brookside Street to South Lynwood Street
- South Waverly Street, South Ridgecrest Street to East Kellogg Drive North
- South Brookside Street, Douglas Avenue to Ridgecrest Street
- Courtleigh Street, Douglas Avenue to Ridgecrest Street
- South Morningside Street, Douglas Avenue to Ridgecrest Street
- South Lynwood Boulevard, Douglas Avenue to South Mission Road
- South Mission Road, Lynwood Boulevard to walking path

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: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of 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 18, 2014

TO: Mayor and City Council

SUBJECT: Design Services Agreement for Traffic Signals at K-96 and Oliver and K-96 and Hillside (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the agreement.

Background: On December 18, 2012, the City Council approved the 2013 Traffic Signalization Program and budget. Included in the program is a project to install traffic signals at the interchanges of K-96 and Oliver and K-96 and Hillside.

Analysis: The proposed agreement between the City and Professional Engineering Consultants, P.A. (PEC) provides for design of the improvements. PEC was selected for the design work based on the specific approach to the project and familiarity with the area. PEC designed this section of K-96 freeway and recently designed the improvements to 37th Street between Hillside and Oliver, for which the traffic study encompassed these two interchanges.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$38,946. Funding is available in the existing approved budget, which is funded by General Obligation bonds.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

SIGNALS AT K-96 & OLIVER/HILLSIDE

THIS AGREEMENT, made this _____ day of _____, 2014, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

SIGNALS AT K-96 & OLIVER/HILLSIDE (Project No. 472-85073, 707043).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing traffic signals for K-96 & Oliver/Hillside 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 suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit "A"; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

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

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 472 85073	\$38,946.00
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- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

(Name & Title)

ATTEST:

EXHIBIT “A”

SCOPE OF SERVICES

CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per Attachment No. 1 to Exhibit “A”.

Associated improvements as part of these projects will include, when applicable: permanent traffic signalization system improvements, permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing, incidental drainage, sidewalk, identification of additional right-of-way and furnishing tract drawings and legal descriptions for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita; and the Kansas Department of Transportation (KDOT); and the U.S. Army Corps of Engineers, or any other regulatory agency, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City’s Design Council, when directed by the Design Engineer, for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the ENGINEER’s Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved. In addition, the ENGINEER will notify the City Archaeologist at 316-978-3195 prior to beginning work on this project.

All references below to KDOT only apply to State and Federal Aid projects.

THIS IS NOT A STATE/FEDERAL AID CONTRACT.

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

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the ENGINEER used in the evaluation process.
2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self-explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line and Sanitary Sewer Alignments and Profiles. Preliminary water and sanitary sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. The ENGINEER shall verify and coordinate work to be completed with the Public Works & Utilities Department.
6. Right-of-Way & Temporary Construction Easements. Identify permanent right-of-way and temporary construction easement requirements for the preliminary concepts developed. Such right-of-way and temporary construction easement requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in Power Point presentation.
8. S. I. & A. for Existing Bridges. For the duration of the project, the ENGINEER shall perform National Bridge Inventory (NBI) inspections as per the KDOT Bridge Inspection Manual in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all existing bridges within the project limits as per regular City inspection schedule.
9. Landscape Plans. When the design has fulfilled the program requirements, submit a PDF set of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit the same to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with

placing them on the Design Council agenda for review and comment, as directed by the CITY.

10. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II - PLAN DEVELOPMENT

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

1. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise. (It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and two (2) sets of field check plans to the CITY and one copy of preliminary cost estimate and one electronic set of field check plans to KDOT, to be uploaded to the KDOT FTP site. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
 - (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
 - (b) Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic"). ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (Attachment No. 3 to Exhibit "A") at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (Attachment No. 4 to Exhibit "A") maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified). When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

- (c) Soils and Foundation Investigations. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita if not included in the ENGINEER'S fee estimate.
- (d) Property Acquisitions. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the permanent monumentation of new corners for any additional right-of-way and a one-time marking of all the right-of-way for utility relocations at a time directed by the CITY. The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.
- (e) Temporary Construction Easements. Prepare legal descriptions for Temporary Construction Easements (TCE) for all parcels where the construction limits extend beyond the existing/proposed right-of-way, and submit tract maps to the City that are suitable for mailing to property owners. The tract maps should include all features shown on the plans, including but not limited to structures, trees, fences, signs, monuments, etc, and should indicate if such items will be impacted within the required easement. Incorporate TCE limits on the plans.
- (f) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same.
- (g) ENGINEER shall provide a list of proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.
3. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:
- (a) Plan Submittal. Submit two (2) sets of office check plans to the CITY, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and KDOT when required.
- (b) Utility Coordination. Identify all potential utility conflicts and provide preliminary office check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms **(Attachment No. 3 to Exhibit "A")** at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be

compiled into a summary report (**Attachment No. 4 to Exhibit “A” also available on the City’s FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

(c) Plan Requirements. Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."

(d) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

4. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:

(a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.

(b) Final Plan Submittals. Final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit “A”**.

(c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.

(d) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same. **The list of encroachments should reflect conditions at the time of final plan submittal.**

(e) ENGINEER shall provide a list proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.

(f) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to the CITY's Master Bid Item List.

(g) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.

- (h) All applicable coordinate control points and related project staking information shall be furnished on the plans in the form of a bubble map, as well as on a CD-ROM in a text format agreed upon by the CITY. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
- (i) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.
- (j) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.
5. **Staking and Inspection** If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.
6. **Post Letting.**
- (a) **All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.**
- (b) **The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.**
- (c) **New Right-of-Way Monumentation.** The Engineer shall complete permanent monumentation of all new R/W after project completion, complete and submit all necessary legal documentation for same.
- (d) **Section Corner Monuments.** The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
- (e) **S. I. & A. for Bridges.** Upon completion of any and all bridge construction, the ENGINEER shall perform the National Bridge Inventory (NBI) inspection as per KDOT Bridge Inspection Manual, in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all bridges within the project limits regardless of initial structure size.

Attachment No. 1 to Exhibit “A” – CIP Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Attachment No. 2 to Exhibit “A” – CIP Scope of Services

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

II. WATER LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.’s/deflections (horizontal and vertical)
- FH’s, tees, bends, air release, valves

III. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe

- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.

Sub-Division Projects

I. **SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

II. **WATER DISTRIBUTION SYSTEM**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

III. **WATER SUPPLY LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

IV. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
 - centerline @ 100' Sta on tangent sections
 - pc/pt points & 50' along curves
- special drainage swales
 - pc/pt points, pi's & 50' Sta in between
- ponds
 - any grades breaks between pond bottom and rear property line
 - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase

- benchmarks, including TBM set with preliminary survey

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
ELEVATION SHALL BE TO TOP OF ROCK BASE.
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

Attachment No. 3 to Exhibit "A" – CIP Scope of Services

Project Name

Utility Location Verification for ULCC Sub-Committee (Date)

Field Check: Office Check:

UTILITY: _____ Checked by _____ on _____

Utility Location:

- None in Project Limits
- In Project Limits, No Relocation Necessary
- Utility will need to relocate
- Utility is located in Private Easement
- Private Easement Documentation Attached
- Utility will need to relocate and is interested in **proposed** ROW (IF applicable)

Briefly Describe Type and Location of Facilities within Project:

Estimate Time for Relocation: < 3 months 3-6 months 6-9 months > 9 months

Weather Sensitive: Yes No If yes, please explain: _____

Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):

Utility Plan Review:

Correct as Shown Corrections needed Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Utility Requests Paper Plans (choose one): Full Size Half Size Cross-Sections (Full Size)

Please email this form on or before Date to:

Project Engineer Consultant
Company
E-mail

Leslie Hicks
City of Wichita
lhicks@wichita.gov

Attachment No. 4 to Exhibit “A” – CIP Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)												
Current Date	KDOT Proj. NO/ City Proj. NO	City Design Manager	Consultant	Date of First ULCC	Date of Second ULCC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)	
2/21/2013	1111111/ 2222222	Kallman	Ken Lee/ Ruggles & Bohm	2/21/2013	2/21/2013			No				
			Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)			Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
Westar (Distribution)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												
Westar (Transmission)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												

KGS
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Black Hills
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
AT&T
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Cox
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

EXHIBIT "B"

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

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

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice **Non-Discrimination --** Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or

subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council
SUBJECT: Design Services Agreement for Clear Creek Addition (District II)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the agreement.

Background: On December 10, 2013, the City Council approved petitions for water, sanitary sewer, and paving improvements to serve Clear Creek Addition, south of Kellogg, west of 143rd Street East.

Analysis: The proposed agreement between the City and Ruggles & Bohm provides for design of the improvements. In accordance with Administrative Regulation 1.10, Ruggles & Bohm is an engineering consultant upon whom the city and developer mutually agree for this work, and, as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite plan preparation.

Financial Considerations: Payment to Ruggles & Bohm will be on a lump sum basis of \$25,000 and will be paid by special assessments.

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

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

Attachments: Agreement.

AGREEMENT

For

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.,

For

CLEAR CREEK ADDITION

THIS AGREEMENT, made this _____ day of _____, 2014, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the 'CITY' and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the 'ENGINEER'.

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90620 serving Lots 29 through 34, Block 3, and Lots 25 through 33, Block 9, Clear Creek Addition (south of Kellogg, west of 143rd St E) (Project No. 448-90620_735503).

LATERAL 440, FOUR MILE CREEK SEWER serving Lots 29 through 34, Block 3, Lots 1 through 6, Block 9, Lots 25 through 33, Block 9, Clear Creek Addition (south of Kellogg, west of 143rd St E) (Project No. 468-84923_744364).

MORRIS from the southwest property line of Lot 24, Block 9, to Morris Circle; **SPRING HOLLOW DRIVE** from the north property line of Lot 1, Block 9 to Morris Circle, Clear Creek Addition (south of Kellogg, west of 143rd St E) (Project No. 472-85132_766306).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in The Woods North 3rd Addition 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 suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with **Exhibit "A"**; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the project now in the CITY’S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit “A”**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER’S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 448 90620	\$3,300.00
Project No. 468 84932	\$6,700.00
Project No. 472 85132	\$15,000.00
TOTAL	\$25,000.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the project.
 4. A major change in the scope of services for the project.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

BY ACTION OF THE CITY COUNCIL

 Carl Brewer, Mayor

SEAL:

ATTEST:

 Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name/Title)

ATTEST:

EXHIBIT “A”

SCOPE OF SERVICES
Clear Creek Addition
(south of Kellogg, west of 143rd St E)
(Project No. 448-90620, 468-84923, 472-85132)

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

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

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

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per **Attachment No. 1 to Exhibit “A”**.
3. Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the project, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY’s Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project’s plans and proposed special provisions shall address the requirements included in the City’s Administrative Regulations 6.5, “Cleanup, Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit “A”**. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the

preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

7. Landscaping. Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.
8. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**
9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A", also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as

the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, 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 _____.
- (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by _____.

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water Division
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate. Bidding erosion control as “1 LS” is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Attachment No. 2 to Exhibit “A” - Scope of Services

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- center of manholes

II. WATER LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release

III. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- center, inside face of curb inlets – Type 1 and Type 1A; center, at high edge of curb inlets – Type 2; CL of street, normal to inlet coordinate
- for skewed inlets typically in intersection radii, or not parallel to baseline – center, inside face of inlet; 15 ft/4 m offset in each direction, to center of inlet, along inside face line extended
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.

Sub-Division Projects

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

II. WATER DISTRIBUTION SYSTEM

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

III. WATER SUPPLY LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

IV. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
 - centerline @ 100' Sta on tangent sections
 - pc/pt points & 50' along curves
- special drainage swales
 - pc/pt points, pi's & 50' Sta in between
- ponds
 - any grades breaks between pond bottom and rear property line
 - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer

- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial streets
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

Attachment No. 3 to Exhibit "A" – Scope of Services

Project Name

Utility Location Verification Non-CIP Project

Projected Bid Date:

UTILITY: _____ **Checked by** _____ **on** _____

Utility Location:

- None in Project Limits
- In Project Limits, No Relocation Necessary
- Utility will need to relocate
- Other (please describe)

Briefly Describe Type and Location of Facilities within Project:

Estimate Time for Relocation: < 3 months 3-6 months 6-9 months > 9 months

Weather Sensitive: Yes No If yes, please explain: _____

Utility Plan Review:

- Correct as Shown
- Corrections needed
- Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Please email this form on or before **to:**

If relocation is necessary:

Estimated clear date: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Upon completion of relocation:

Relocation complete on: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Attachment No.4 to Exhibit "A" - Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)												
Current Date	KDOT Proj. NO/ City Proj. NO	City Design Manager	Consultant	Date of First ULCC	Date of Second ULCC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)	
2/21/2013	1111111/ 2222222	Kallman	Ken Lee/ Ruggles & Bohm	2/21/2013	2/21/2013			No				
			Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)			Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
Westar (Distribution)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												
Westar (Transmission)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												

KGS
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Black Hills
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
AT&T
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Cox
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

21

250

EXHIBIT "B"

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

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

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

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

CITY OF WICHITA
City Council Meeting
March 18, 2014

TO: Mayor and City Council

SUBJECT: Acquisition of 1234 Wellington Place for the North Industrial Corridor Remediation Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The City of Wichita entered into a Settlement Agreement with the Kansas Department of Health & Environment (KDHE) to create a program to remediate groundwater pollution in the North Industrial Corridor (NIC). The property located at 1234 Wellington Place contains 122,837 square feet, is zoned limited industrial and multi-family, and is improved with three buildings totaling 73,536 square feet. This property is a source site for groundwater pollution within the NIC project area. The entity responsible for the pollution no longer exists, making it an “orphan” site with the City responsible for remediation. The cost of on-site source clean-up is estimated at \$2.5 to \$3.4 million.

Analysis: The owners have agreed to sell the property to the City for \$200,000. The County value for tax purposes is \$890,100. The cost of on-site source clean-up will be significantly reduced if the City owns the site and can optimize activities without working around other occupants. Additionally, as owner the City can apply for an Environmental Use Control (EUC) which will allow the level of required remediation to be reduced. Potential savings are estimated at \$1.0 to \$2.0 million. After remediation, options for the property including public use, sale, demolition and sale, etc. can be reviewed.

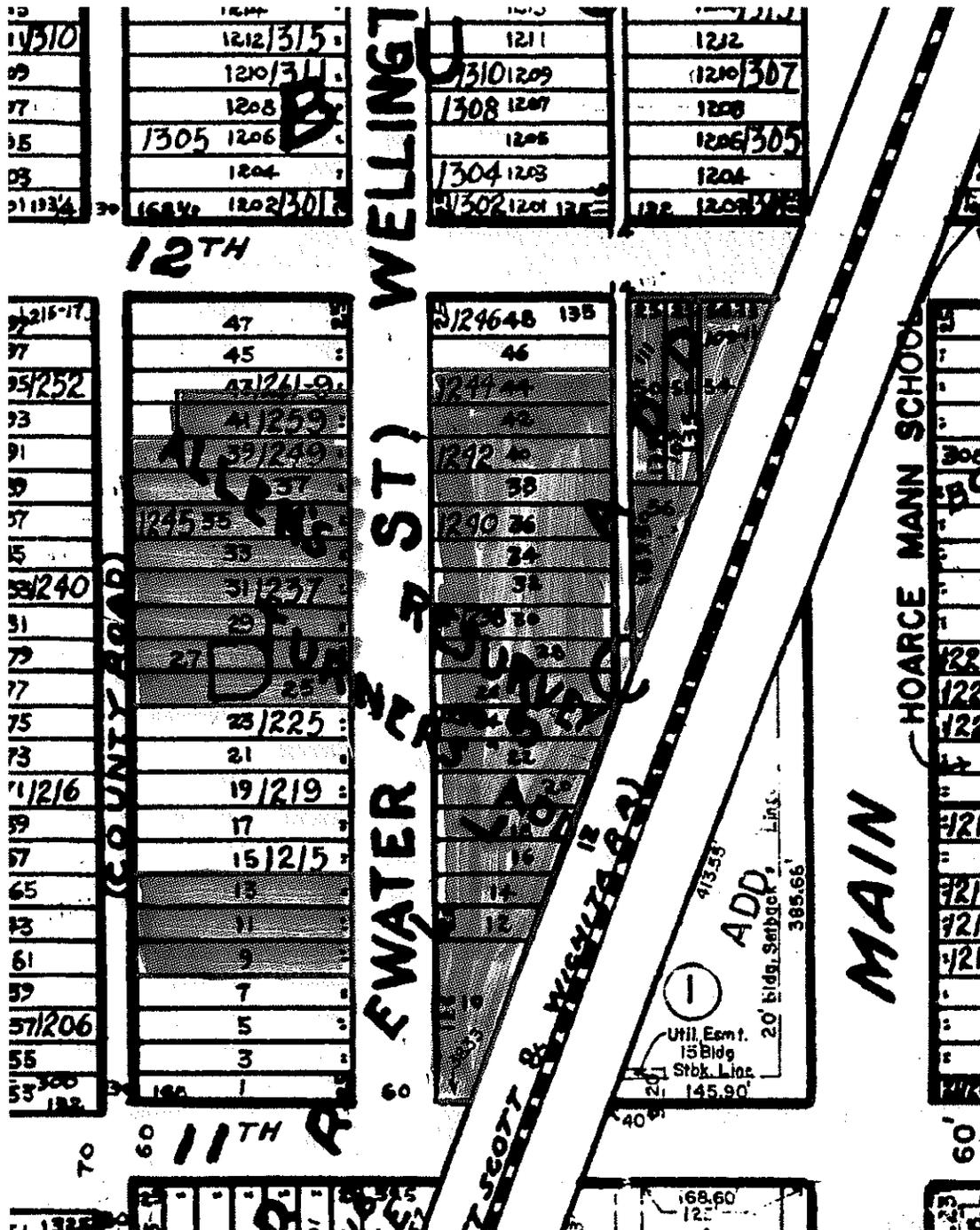
Financial Considerations: A budget of \$210,000 is requested. This includes \$200,000 for the acquisition and \$10,000 for closing costs and other administrative costs. The NIC TIF Fund is the source of funding for these expenditures and ongoing operating costs.

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

Recommendation/Action: It is recommended that the City Council; 1) approve the budget; 2) approve the Real Estate Purchase Agreement; and 3) authorize the necessary signatures.

Attachments: Aerial map, tract map, and real estate purchase agreement.

EXHIBIT "A"





REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT (the Agreement) is made and entered into between Apex Engineering International, LLC (**Seller**, whether one or more) and City of Wichita (**Buyer**, whether one or more). Seller and Buyer agree as follows:

1. **Property.** The Seller agrees to sell and convey to Buyer by a good and sufficient warranty deed, subject to easements, rights of ways and restrictions, the following described real property (the **Property**):

Lots 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, and Lot 50, and that part of Lot 52, lying West of a line 46.51 feet East of the West line of Lot 50, and Lots 54 and 56, and Lots 9, 11, 13 and Lots 25, 27, 29, 31, 33, 35, 37, 39 and the East 100 feet of Lot 41 and the South 10 feet of the East 100 feet of Lot 43, all in Allens Resurvey of Turners Addition to the City of Wichita, Kansas, Sedgwick County, Kansas, more commonly known as 1234 North Wellington Place.

See Exhibit "A" attached hereto and made a part hereof.

2. **Purchase Price.** Buyer agrees to purchase, and to pay to Seller, as consideration for the conveyance of the Property, the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00) in the following manner: One and No/100 Dollars (\$1.00) in the form of earnest money, which shall be applied to the purchase price at closing, if such closing occurs, with the balance to be paid in cash or immediately available funds at closing. Buyer acknowledges that the fair market value of the Property may be greater than the Purchase Price and that Seller may also claim a charitable contribution for income tax purposes in the amount that the fair market value exceeds the Purchase Price. Buyer acknowledges that Seller will receive no monetary consideration from Buyer at closing for the purchase of the Property other than the Purchase Price stated herein. Buyer covenants and agrees to sign such documents, instruments, and agreements as may be reasonably necessary in order for Seller to document Seller's charitable contribution for income tax purposes.
3. **Title Evidence.** Seller agrees to share equally with Buyer the closing agent costs and the cost of a title insurance company's commitment and policy to insure the Property, showing a merchantable title vested in Seller, subject to easements, rights of ways and restrictions of record that are acceptable to Buyer. The title evidence, including exception documents, shall be sent to Buyer for examination by Buyer. Buyer shall have ten (10) days after the receipt of the title evidence and exception document to examine and notify Seller in writing of any objections by Buyer to the title evidence. Those items listed on the title commitment or in the title evidence as to which Buyer does not object in writing to Seller within ten (10) days after the receipt of the title evidence, or as to which Buyer waives its objection, shall be permitted exceptions. If Seller fails to satisfy all such title objection requirements (and Seller shall use reasonable efforts to do so) within a reasonable time after receipt of Buyer's title objection requirements, Buyer may, at Buyer's election, either: (a) cancel this agreement and receive a return of Buyer's earnest money and, in that event, this Agreement will be canceled and the parties will have no further obligations to each other; or (b) accept such title as Seller can deliver.
4. **Delivery.** A duly executed copy of this Agreement shall be delivered to the parties.
5. **Earnest Money and Default.** Buyer shall deposit, within five (5) business days of the full execution of this Agreement, with Security 1st Title, 434 N. Main, Wichita, Kansas 67202, the sum of One and No/100 Dollars (\$1.00), earnest money, as a guarantee that the terms and conditions of this Agreement shall be fulfilled by Buyer, said deposit to be applied on the purchase price at closing upon acceptance of title by Buyer and delivery of deed by Seller. If Buyer fails to fulfill its obligations under this Agreement, Buyer shall be in default and if such default continues for more than three (3) business days following the date written notice specifying such default is delivered by Seller to Buyer, Seller shall be entitled either: a) to cancel this Agreement and the earnest money deposit shall then become the property of Seller, not as a penalty, but as liquidated damages and Buyer and Seller shall have no further obligations to each other under this Agreement except as specifically stated otherwise in this Agreement; or, alternatively, b) to pursue such other remedies against Buyer available to Seller at law or in equity, including but not limited to specific performance.

However, if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to Buyer, and this Agreement shall be null and void and of no further force and effect, or Buyer may elect to waive the title objections and close.

If Seller fails to comply with this Agreement, Seller shall be in default and if such default continues for more than three (3) business days following the date written notice specifying such default is delivered by Buyer to Seller, Buyer shall be entitled either (a) to receive the return of the earnest money deposit, which return shall operate to terminate this Agreement and

Buyer and Seller shall have no further obligations to each other under this Agreement except as specifically stated otherwise in this Agreement; or, alternatively, b) to pursue such other remedies against Seller available to Buyer at law or in equity, including but not limited to specific performance.

The three business days notices described in this Section 5 shall be shortened to the day of closing if the scheduled closing date is less than three business days from the cure date in the notice. Notwithstanding any of the other terms of this Agreement providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this Agreement or a court order.

6. **Proration.** All rentals, taxes, installments for special assessments, insurance (if policies acceptable to Buyer), and interest, if any, shall be adjusted and prorated through the date of closing. Taxes shall be prorated for the calendar year on the basis of taxes levied. If taxes have not been levied, then they will be prorated based upon taxes for the previous year, adjusted for the most recent mill levy, if known.
7. **Closing Date.** Time is of the essence of this Agreement, and closing for this transaction shall occur within fifteen (15) days of the contingencies in paragraphs 15 and 16 being waived or removed.
8. **Possession.** Possession to be given to Buyer at closing. Seller further agrees to convey the Property with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
9. **Agency Disclosure.** J. P. Weigand & Sons, Inc. (**Weigand**), Grant Tidemann, Bradley Tidemann, Terry Rupp, and John Rupp are functioning as transaction brokers in this transaction.
10. **Representations and Recommendations.** Unless otherwise stated in writing, neither Weigand, its brokers or salespersons have made, on their own behalf, any representations or warranties, express or implied, with respect to any element of the Property, including, but not limited to, the legal sufficiency, legal effect, or tax consequences of this transaction. Any information furnished to either party or in any property condition report should be independently verified by that party before that party relies on such information. Buyer hereby agrees to hold Weigand, its brokers or salespersons harmless if Seller has failed to disclose any known defect or material fact regarding the Property.

Any representations made herein have been made by Weigand, its brokers or salespersons based on information supplied by sources believed to be reliable, and Weigand, its brokers or salespersons have not assumed any responsibility, directly or indirectly, with respect to any representations or warranties which have been made, if any. Since Weigand is acting as broker only, neither Weigand, its brokers or salespersons shall, under any circumstances, be held liable to either Seller or Buyer for performance or lack of performance of any other terms or conditions of this Agreement, or for damages arising out of or relating to the contents of this Agreement over the performance or nonperformance of either of the parties to this Agreement. Weigand recommends that Seller satisfy himself/herself as to the financial ability of Buyer to perform.
11. **Attorney.** Weigand recommends that both Buyer and Seller retain an attorney to answer any legal questions involved in this real estate transaction.
12. **Inspection.** Buyer has carefully examined, or will have examined before closing, the Property and the improvements located thereon and, in making the decision to buy the Property, Buyer is relying wholly and completely on Buyer's own judgment and the judgment of any contractors or inspectors Buyer may have selected. Buyer agrees that the purchase price was negotiated after consideration of all possible defects in the Property, and Buyer purchases the Property in its present condition, "as is" and without warranties or representations of any kind, concerning the condition or value of the Property. Buyer acknowledges that neither Seller nor any broker or salesperson involved in this transaction is an expert at detecting or repairing physical defects in the Property.
13. **Environmental Conditions.** Buyer and Seller agree that Weigand and Weigand's brokers and salespersons do not have any expertise in evaluating the environmental condition of the Property and that Weigand and Weigand's brokers and salespersons have made no representation concerning environmental condition except as may be noted in writing as a part of this Agreement.
14. **Special Assessments.** In compliance with Kansas law, Seller hereby discloses to Buyer that the Property is subject to special assessments for the purposes stated below or is located in an improvement district that may occasion the imposition of special assessments on the Property for such purposes, as follows:

A) Purpose: Solid Waste, \$ 80.19 per year, annual amount that varies each year.
Purpose: _____, \$ _____ per year, pays out _____.
Purpose: _____, \$ _____ per year, pays out _____.

B) Purpose: _____, the total amount of the assessment is unknown but is in good faith estimated to be \$ _____.

Additional Terms and Conditions:

15. **Due Diligence.** Closing of this contract is subject to Buyer completing and approving any tests or inspections Buyer deems necessary within forty-five (45) days of acceptance of this contract by the Seller. If Buyer is not satisfied, in Buyer's sole judgment with the above inspections or tests, then the Buyer, at its option, may terminate this contract by giving notice of termination to Seller, in writing, before expiration of the forty-five (45) days, and in that event Buyer's earnest money shall be returned in full, and the parties shall have no further obligations to each other.

Seller agrees to provide Buyer with reasonable access to the Property to conduct such inspections and testing as Buyer may require. All such inspections and testing shall be conducted at Buyer's sole cost and expense. Buyer agrees to repair any damage caused to the Property while completing said inspections and testing. Seller agrees to provide Buyer with copies of any environmental studies and reports that Seller currently has on the Property. Buyer agrees to indemnify and hold harmless Seller from and against all damages, costs, liabilities or expenses suffered or incurred as a result of Buyer's inspections and testing.

16. **Council Approval.** This contract is subject to Buyer obtaining the approval from the City Council of the City of Wichita to purchase said property. Buyer shall have forty-five (45) days after the full execution of this contract in which to obtain said approval. In the event Buyer is unable to obtain said approval, then this contract shall be rendered null and void and Buyer's earnest money shall be returned in full.

17. **Acceptance or Rejection.** Seller shall have ten (10) days from the receipt of this offer executed by Buyer in which to accept or reject said offer. In the event said offer is not accepted, in writing, within said time frame, this offer shall be deemed null and void and Buyer's earnest money shall be returned in full.

18. **Effective Date.** The Effective Date of this Agreement will be the last date in which this Agreement is accepted and fully executed by Buyer and Seller.

19. **Commission.** Seller agrees to pay to J. P. Weigand & Sons, Inc. a real estate commission in the amount of Twenty-Four Thousand and No/100 Dollars (\$24,000.00) in cash at closing. Seller hereby represents and warrants that there are no other real estate brokers involved in the transaction contemplated herein.

20. **Authority to Bind.** Each individual who executes this Agreement on behalf of a party represents that he or she is duly authorized to execute this Agreement on behalf of that party and is operating within the scope of his or her authority.

21. **Good Faith.** Each party to this Agreement shall use good faith and reasonably commercial efforts to accomplish the actions provided for in this Agreement in due time and to cooperate with all other parties in doing so.

22. **Agreement to Terms.** Buyer and Seller acknowledge that they have read the entire Agreement and that by signing below agree to all terms contained herein.

23. **Binding Effect.** This Agreement shall be binding upon Buyer, Seller, and their respective heirs, successors, and assigns.

24. **Electronic Signatures and Fax Signatures.** Hand signatures transmitted by fax or electronic mail (such as PDF) are permitted as binding signatures to this Agreement. Signatures may be signed in counterpart, on separate pages, and then assembled as the complete agreement of the parties.

BUYER:

CITY OF WICHITA

Date

Date

Federal Tax I.D. No. _____

SELLER:

APEX ENGINEERING INTERNATIONAL, LLC

Date

Date

Federal Tax I.D. No. _____

ATTEST:

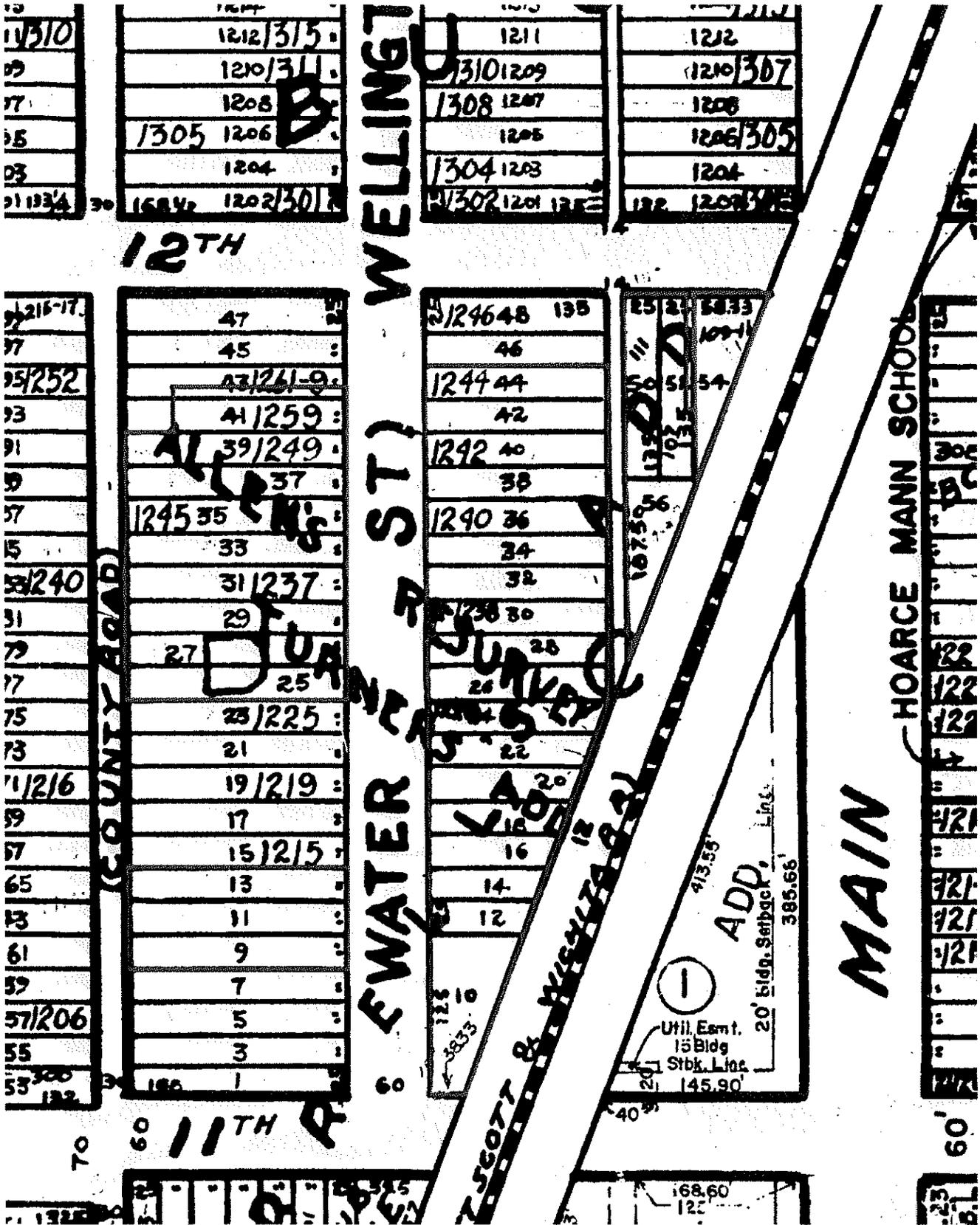
KAREN SUBLETT, CITY CLERK

Date: _____

The above instrument approved as
to form this 25th day of February,
2014.



Gary E. Rebenstorf, City Attorney



CITY OF WICHITA
City Council Meeting
March 18, 2014

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 600 South Cypress for the Improvement of the Kellogg Avenue (US Highway 54) from Cypress to Chateau (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six lane, limited access highway, with one way frontage roads on each side of the highway together with interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate 35). The project will require the acquisition of all or part of approximately 32 parcels. The properties consist of a mix of retail and commercial uses. The property located at 600 South Cypress is currently undeveloped and 2.95 acres. The project requires a 4,460 square foot permanent easement across the southerly part of the property and a 10,572 temporary easement along the northerly edge of the permanent easement and along the east edge of the property to allow construction of a sanitary sewer line.

Analysis: The easements were appraised at \$31,800. This amount was offered to the owner and was accepted.

Financial Considerations: A budget of \$32,000 is requested. This includes \$31,800 for the acquisition and \$200 for the closing costs and other administrative costs. The funding source is Local Sales Tax (LST) and State and Federal grant funds administered by the Kansas Department of Transportation.

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

Recommendation/Action: It is recommended that the City Council; 1) approve the budget; 2) approve the Real Estate Purchase Agreement; and 3) authorize the necessary signatures.

Attachments: Aerial map, tract map, and real estate purchase agreement.

PROJECT: Kellogg Improvement – Cypress to Chateau DATE:

COUNTY: Sedgwick

TRACT NO.: 58

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY PERMANENT
AND TEMPORARY EASEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2014 by and between:

AZ Wichita Lots, LLC, “Landowner(s)”, and the City of Wichita, State of Kansas, “City”

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A permanent easement for the construction of sanitary sewer described as follows:

A parcel of land lying in Lot 1, East Turnpike Entrance Addition to Wichita, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Beginning at the northwest corner of said Lot 1; thence south along the west line of said Lot 1 for a distance of 554.80 feet to a point of beginning, said point being a point of intersection with the north line of a 30-foot wide Gas Service easement as recorded at Miscellaneous Book 285, Page 272 with the Sedgwick County Register of Deeds; thence east parallel with the north line of the Northeast ¼ of Section 29, Township 27 South, Range 2 East, along the north line of said Gas Service easement to the east line of said Lot 1; thence north along the east line of said Lot 1 for a distance of 10 feet; thence west parallel with the north line of said Gas Service easement to the west line of said Lot 1; thence south along the west line of said Lot 1 for distance of 10 feet to the point of beginning.

Containing 4,460 Sq. Ft., (calculated).

And a Temporary Construction Easement Described as Follows:

A parcel of land lying in Lot 1, East Turnpike Entrance Addition to Wichita, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Beginning at the northwest corner of a 10 foot wide Sanitary Sewer Easement as recorded in DOC.#/FLM-PG: 28796869 with the Sedgwick County Register of Deeds; thence north along the west line of said Lot 1, 20.0 feet; thence east parallel with and 20 feet north of the north line of said Sanitary Sewer Easement 434.8 feet to a point 20 feet west of the east line of said Lot 1; thence north parallel with and 20 feet west of the east line of said Lot 1, 166.2 feet to the north line of Parcel B as recorded in Film 1384, Page 0840; thence east along said north line 10.0 feet to the west line of a platted 10 foot utility easement; thence south along said west line 186.4 feet to the north of line of said Sanitary Sewer Easement; thence west along said north line 446.0 feet to the Point of Beginning.

Said parcel contains 10,572 sq. ft. excluding existing right of way.

The temporary easement is for a period of two years or 60 days after completion of construction, whichever is sooner.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In no event will the Landowner be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, below described amount on or before January 31, 2014.

All taxes, etc. shall be prorated at closing. All closing fees and costs are to be paid by the City.

Real property to be acquired:

Approximately 4,460 Sq. Ft. as permanent easement	\$22,300.00
Approximately 10,572 Sq. Ft. as temporary easement	\$ 9,500.00

TOTAL	\$31,800.00
--------------	--------------------

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

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

LANDOWNER:
AZ Wichita Lots, LLC



By: Midwest AZ Management, Inc., Manager
By: Scott Seldin, President

ATTEST:


BUYER:
City of Wichita, KS, a municipal corporation

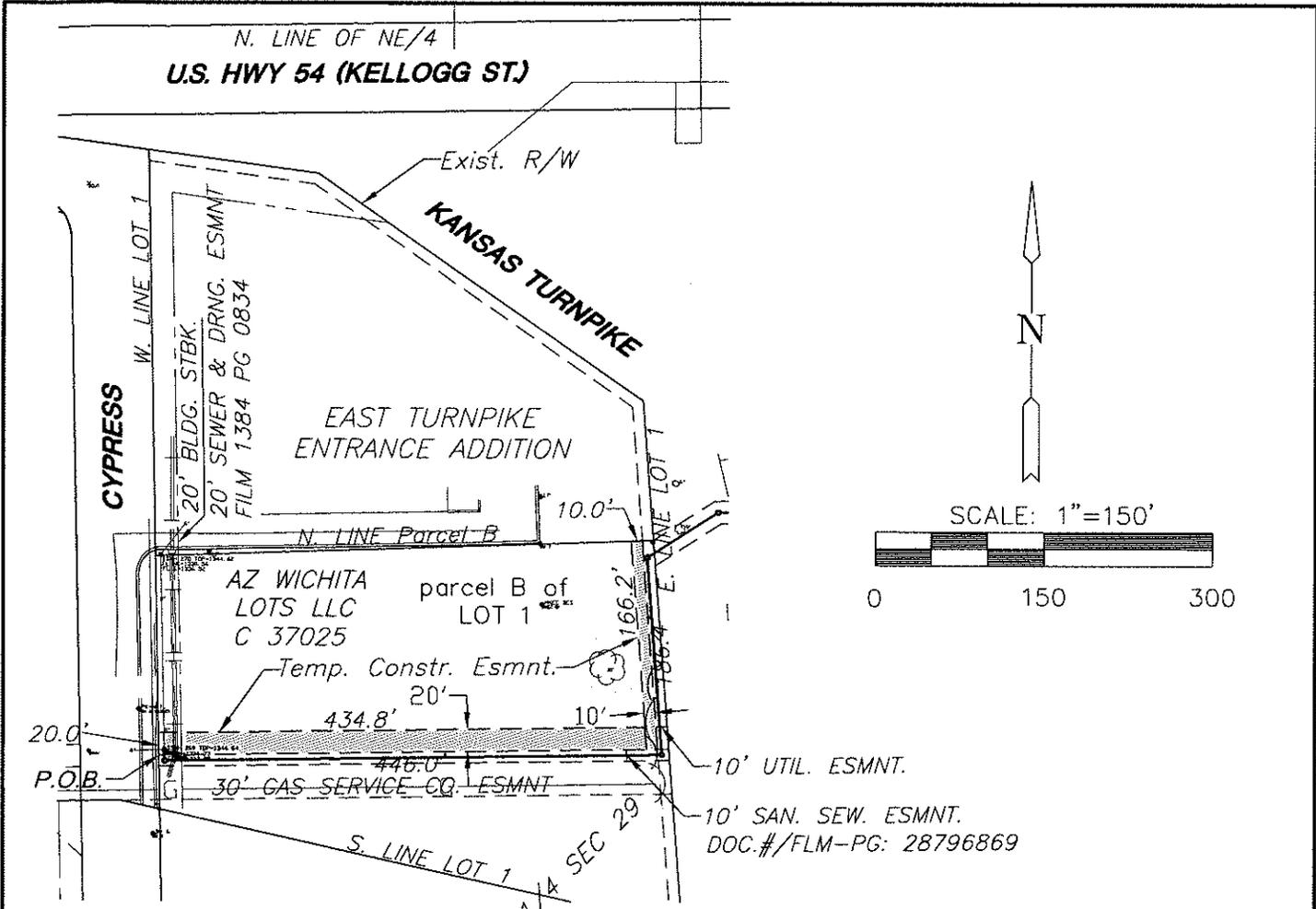
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law



LEGAL DESCRIPTION:

A parcel of land lying in Lot 1, East Turnpike Entrance Addition to Wichita, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Beginning at the northwest corner of a 10 foot wide Sanitary Sewer Easement as recorded in DOC.#/FLM-PG: 28796869 with the Sedgwick County Register of Deeds; thence north along the west line of said Lot 1, 20.0 feet; thence east parallel with and 20 feet north of the north line of said Sanitary Sewer Easement 434.8 feet to a point 20 feet west of the east line of said Lot 1; thence north parallel with and 20 feet west of the east line of said Lot 1, 166.2 feet to the north line of Parcel B as recorded in Film 1384, Page 0840; thence east along said north line 10.0 feet to the west line of a platted 10 foot utility easement; thence south along said west line 186.4 feet to the north of line of said Sanitary Sewer Easement; thence west along said north line 446.0 feet to the Point of Beginning.

Said parcel contains 10,572 sq. ft. excluding existing right of way.

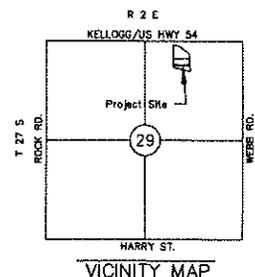
OWNER:

AZ WICHITA LOTS LLC
 ATTN: SELDIN REAL ESTATE
 8160 HOYDEN RD.
 SCOTTSDALE, AZ 85258

PROPERTY IDENTIFICATION:
 C 37025

LEGEND:

- P.O.B. - Point of Beginning
- Temporary Construction Easement = 10,572 sq. ft.



THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

NO.	REVISION	DATE
0		

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 www.mkec.com
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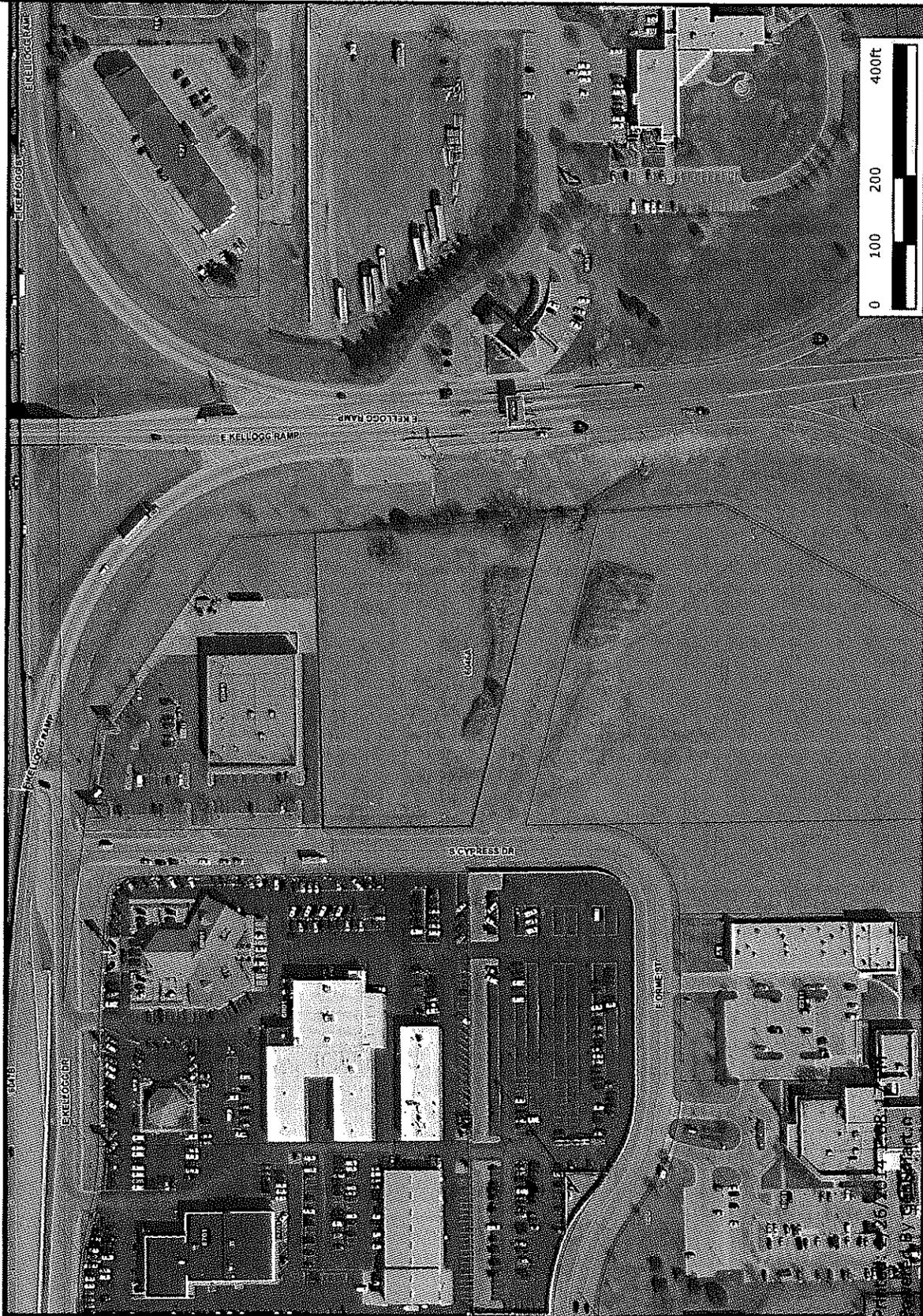
MKEC
 411 N. Webb Rd. Wichita, KS 67206
 316.684.9800

**SAN. SEWER AT KELLOGG AND WEBB
 TEMPORARY CONSTRUCTION EASEMENT
 TRACT MAP-EAST TURNPIKE ENTRANCE ADD.**

PROJECT NO. 0001010277	DATE: JUNE 2013	SHEET NO.
DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM
		1 OF 2



600 South Cypress - AZ Wichita Lots



	Identified Features
	Old Town
	Property Parcels
Roads	
	State Highway
	US Federal Highway
	Interstate
	KTA
	Arterial
	Collector
	Minor
	Ramp
	Railroads
	Quarter Section
	Waterways
	Streams
	Parks
	Airports
	SDERASTER_S- DEDATA.ORTH- O1P1
	SDERASTER_S- DEDATA.ORTH- O
City Limits	
	Andale
	Bel Aire
	Bentley
	Cheney
	Clearwater
	Colwich
	Derby
	Eastborough
	Garden Plain
	Goddard
	Haysville
	Kechi
	Mojo



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



**CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
FEBRUARY 2014**

COMMODITY TITLE	EXPIRATION	VENDOR NAME	DEPARTMENT	ORIGINAL	RENEWAL OPTIONS
	DATE			CONTRACT DATES	REMAINING
Argon Gas, Liquid	2/28/2015	Lampton Welding Supply	Public Works & Utilities	3/1/2013 - 2/28/2014	1 - 1 year option
Armored Car Services	2/28/2015	Garda CL Southwest, Inc.	Finance	3/1/2012 - 2/28/2013	2 - 1 year options
Ballast and Ballast Kits	2/28/2015	Star Electric Supply, Inc.	Various	3/1/2013 - 2/28/2014	1 - 1 year option
Compactor Trucks and Open Dumpster Services for Neighborhood Cleanups - Primary Contractor (Furnish)	2/28/2015	Waste Connections of Kansas, Inc.	Public Works & Utilities	3/1/2013 - 2/28/2014	1 - 1 year option
Compactor Trucks and Open Dumpster Services for Neighborhood Cleanups - Secondary Contractor (Furnish)	2/28/2015	Waste Management of Kansas Inc.	Public Works & Utilities	3/1/2013 - 2/28/2014	1 - 1 year option
Ferrous Chloride	2/28/2015	OFS, Inc.	Public Works & Utilities	3/5/2013 - 2/28/2014	1 - 1 year option
High Pressure Self-Contained Breathing Apparatus with Pass Associated Tools, Equipment and Software Personal SCBA Masks	2/28/2015	Municipal Emergency Services, Inc.	Fire	3/9/2010 - 2/28/2011	Last option
Liquid Chlorine (One Ton Container)	2/28/2015	Brenntag Southwest, Inc.	Public Works & Utilities	3/1/2012 - 2/28/2013	Last option
Lock Box Receipt Handling Services	2/28/2015	Intrust Bank NA	Finance	3/1/2012 - 2/28/2014	2 - 1 year options
Mow, Trim & Edge Housing Properties	2/28/2015	Two Friends For All Seasons Lawncare, LLC	Housing & Community Services	3/1/2013 - 2/28/2014	Last option
Paper Recycling	2/28/2014	International Paper	Various	3/1/2013 - 2/28/2014	4 - 1 year options
Park, ROW and Public Facility Grounds Maintenance - Group 18 and Group 19	2/28/2015	Commercial Lawn Management of Wichita, Inc.	Park & Recreation	3/5/2013 - 2/28/2014	1 - 1 year option
Park, ROW and Public Facility Grounds Maintenance - Group 20 and Group 21	2/28/2015	Michael's Complete Lawn Care, Inc.	Park & Recreation	3/5/2013 - 2/28/2014	1 - 1 year option
Park, ROW and Public Facility Grounds Maintenance - Group 25 and Group 26	2/28/2015	Landscapes, Inc.	Park & Recreation	3/5/2013 - 2/28/2014	1 - 1 year option
Park, ROW and Public Facility Grounds Maintenance - Group 3 and Group 4	2/28/2015	Eco Outdoor Management, Inc.	Park & Recreation	3/5/2013 - 2/28/2014	1 - 1 year option
Park, ROW and Public Facility Grounds Maintenance - Group 7 and Group 11	2/28/2015	Commercial Lawn Management of Wichita, Inc.	Park & Recreation	3/5/2013 - 2/28/2014	1 - 1 year option
Park, ROW and Public Facility Grounds Maintenance - Group 8 and Group 9	2/28/2015	Michael's Complete Lawn Care, Inc.	Park & Recreation	3/5/2013 - 2/28/2014	1 - 1 year option
Park, ROW and Public Facility Grounds Maintenance - Groups 1, 10, 12 & 13	2/28/2015	Rescom Facility Group, LLC	Park & Recreation	3/5/2013 - 2/28/2014	1 - 1 year option
Park, ROW and Public Facility Grounds Maintenance - Groups 14, 16 & 17	2/28/2015	Eco Outdoor Management, Inc.	Park & Recreation	3/5/2013 - 2/28/2014	1 - 1 year option
Park, ROW and Public Facility Grounds Maintenance - Groups 15, 22 & 23	2/28/2015	Rescom Facility Group, LLC	Park & Recreation	3/5/2013 - 2/28/2014	1 - 1 year option
Park, ROW and Public Facility Grounds Maintenance - Groups 24, 28 & 29	2/28/2015	D&R Mowing Services, LLC	Park & Recreation	3/5/2013 - 2/28/2014	1 - 1 year option
Substation Maintenance for ASR Phase II	2/13/2015	Utility Helpnet, Inc.	Public Works & Utilities	2/14/2012 - 2/13/2013	1 - 1 year option
Tow, Impound, Storage & On-Line Auction	2/28/2015	Arrow Wrecker Service Inc.	Police	3/1/2012 - 2/28/2013	1 - 1 year option
Tow, Impound, Storage & On-Line Auction	2/28/2015	Bud Roat Towing & Repair	Police	3/1/2012 - 2/28/2013	1 - 1 year option
Tow, Impound, Storage & On-Line Auction	2/28/2015	Happy Hooker Towing Inc.	Police	3/1/2012 - 2/28/2013	1 - 1 year option
Tow, Impound, Storage & On-Line Auction	2/28/2015	Interstate Wrecker Service	Police	3/1/2012 - 2/28/2013	1 - 1 year option

Tow, Impound, Storage & On-Line Auction	2/28/2015	Ken's Auto Tow Inc.	Police	3/1/2012 - 2/28/2013	1 - 1 year option
Tow, Impound, Storage & On-Line Auction	2/28/2015	Tow Service Inc.	Police	3/1/2012 - 2/28/2013	1 - 1 year option
Well Chemical Rehabilitation	2/28/2015	Layne Western, a Division of Layne Christensen Company	Public Works & Utilities	3/1/2013 - 2/28/2014	1 - 1 year option
Workers Compensation Injuries Treatment	2/28/2015	Via Christi Rehabilitation Center, Inc.	Finance	3/1/2011 - 2/28/2012	1 - 1 year option

**PROFESSIONAL CONTRACTS UNDER \$25,000
FEBRUARY 2014**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000
DIRECT PURCHASE ORDERS FOR FEBRUARY 2014**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Emphasys Computer DBA Emphasys Software	AV440254	Annual Software Maint. Jan.-Dec.2014	\$37,759.71		
Citrix Systems Inc.	DP440092	Software Maintenance/Support	\$42,750.00		
Infor (US), Inc.	DP440117	Software Maintenance/Support	\$73,505.70		

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council

SUBJECT: Purchase Option (Douglas Place, LLC)
(District I)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendations: Adopt the Resolution and authorize the necessary signatures.

Background: On April 23, 2013, the City Council approved the issuance of Industrial Revenue Bonds (IRBs) in the amount not-to-exceed \$17,000,000, for Douglas Place, LLC for the acquisition, renovation and equipping of the former Union National Bank building, located at 104 S. Broadway, now known as the Ambassador Hotel. There is no property tax exemption.

The City received notice from Douglas Place, LLC, of its intention to exercise the IRB purchase option and requests approval of the conveyance of the IRB-financed property. The bonds will mature on April 1, 2014.

Analysis: Under the provisions of the IRB Lease between Douglas Place, LLC (“Tenant”) and the City, the Tenant has the option, if all outstanding bonds and fees have been paid, to purchase the facilities from the City of Wichita for the sum of \$1,000. The Tenant will make final payment on the bonds prior to April 1, 2014.

Financial Considerations: The City has received payment of the \$1,000 purchase option price required by the Lease Agreement. There are no fiscal impacts to the City as a result of the purchase option.

Legal Considerations: The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Resolution authorizing execution of the Bill of Sale, Special Warranty Deed and Termination of Lease Agreement, and the delivery of such documents has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council adopt the Resolution approving the Bill of Sale, Termination of Lease Agreement and Special Warranty Deed to convey the property to Douglas Place, LLC and authorize the necessary signatures.

Attachment(s): Resolution, Deed, Bill of Sale, Termination and Release of Lease, Satisfaction and Discharge of Indenture

RESOLUTION NO. 14-087

OF THE

CITY OF WICHITA, KANSAS

RELATING TO:

CITY OF WICHITA, KANSAS

\$16,642,714.15
INDUSTRIAL REVENUE BONDS
SERIES II, 2013
(DOUGLAS PLACE, LLC)
(TAXABLE UNDER FEDERAL LAW)

RESOLUTION NO. 14-087

A RESOLUTION OF THE CITY OF WICHITA, KANSAS APPROVING THE SALE OF A CERTAIN PROJECT FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) A QUIT CLAIM DEED, (2) A BILL OF SALE, (3) A TERMINATION AND RELEASE OF LEASE, AND (4) A SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE.

WHEREAS, the City of Wichita, Kansas is a municipal corporation and city of the first class organized under the laws of the State of Kansas (the "Issuer"); and

WHEREAS, the Issuer is authorized pursuant to K.S.A. 12-1740 *et seq.* to issue its revenue bonds for the purpose of paying all or any portion of the cost of purchasing, acquiring, constructing and equipping facilities for commercial purposes and to enter into leases with any person, firm or corporation for such facilities; and

WHEREAS, the Issuer has previously issued its Industrial Revenue Bonds, Series II, 2013 (Douglas Place, LLC) (Taxable Under Federal Law) (the "Bonds") in the aggregate principal amount of \$16,642,714.15, for the purpose of acquiring and constructing a commercial facility located in the City of Wichita, Kansas (the "Project"); and

WHEREAS, the Project is leased by the Issuer to Douglas Place, LLC, a Kansas limited liability company (the "Tenant"), pursuant to a certain Lease, dated as of April 1, 2013 (the "Lease"); and

WHEREAS, the Bonds are payable from the Trust Estate created pursuant to a certain Trust Indenture, dated as of April 1, 2013 (the "Indenture"), by and between the Issuer and Southwest National Bank, as Trustee (the "Trustee"), which Trust Estate includes a pledge of the Project and revenue received from the fees charged and Basic Rent received pursuant to the Lease; and

WHEREAS, Section 17.01 of the Lease provides for the purchase of the Project by the Tenant upon the proper exercise of the Tenant's option to purchase and the payment (pursuant to Section 17.02) to the Trustee of the full amount necessary and incidental to the retirement and defeasance of the Bonds, plus the payment to the Issuer of \$1,000; and

WHEREAS, the Bonds mature, and all accrued interest is due, on April 1, 2014, on which date the Tenant, as bondowner, shall submit the Bonds to the Trustee, on behalf of the Issuer, in satisfaction of all principal and interest due upon said Bonds, as permitted by Section 2.04 of the Indenture; and

WHEREAS, the Tenant has provided notice of its election to purchase the Project on or about April 1, 2014 (the "Closing Date"); and

WHEREAS, the Issuer finds it necessary to authorize the execution and delivery of (1) a Quit Claim Deed, (2) a Bill of Sale, (3) a Termination and Release of Lease, and (4) a Satisfaction, Release and Discharge of Indenture in connection with the exercise by the Tenant of its option to purchase the Project.

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Lease and Indenture.

Section 2. Sale of the Project. The Issuer is hereby authorized to convey the Project to the Tenant upon satisfaction of the conditions contained in the Lease, and upon receipt by the Issuer of the \$1,000 to which it is entitled pursuant to Section 17.02 of the Lease.

Section 3. Authorization of Quit Claim Deed. The Issuer is hereby authorized to execute and deliver its Quit Claim Deed (the "Quit Claim Deed") for the real property portions of the Project to the Tenant, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof, and in substantially the same form as the deed before the governing body on this date.

Section 4. Authorization of Bill of Sale. The Issuer is hereby authorized to execute and deliver its Bill of Sale ("Bill of Sale") for the Project to the Tenant, upon satisfaction of the conditions set forth in Section 2 hereof, and in substantially the same form as the Bill of Sale before the governing body on this date.

Section 5. Authorization of Termination and Release of Lease. The Issuer is hereby authorized to execute and deliver a Termination and Release of Lease (the "Lease Termination") by and between the Tenant, the Issuer and the Trustee, upon satisfaction of the conditions set forth in Section 2 hereof, and in substantially the same form as the Termination and Release of Lease before the governing body on this date.

Section 6. Authorization of Satisfaction, Release and Discharge of Indenture. The Issuer is hereby authorized to execute and deliver a Satisfaction, Release and Discharge of Indenture (the "Indenture Release") by and between the Issuer and the Trustee, upon satisfaction of the conditions set forth in Section 2 hereof, and in substantially the same form as the Satisfaction, Release and Discharge of Indenture before the governing body on this date.

Section 7. Execution of Documents. The Mayor or Vice-Mayor of the Issuer is hereby authorized and directed to execute the Quit Claim Deed, Bill of Sale, Lease Termination, and Indenture Release for and on behalf of and as the act and deed of the Issuer in substantially the forms as they are presented today with such minor corrections or amendments thereto as the Mayor or Vice-Mayor of the Issuer shall approve, which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution, including specifically any applicable UCC Termination Statements. The City Clerk or any Deputy City Clerk of the Issuer are

hereby authorized and directed to attest the execution of the Quit Claim Deed, Bill of Sale, Lease Termination, and Indenture Release, on behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 8. Delivery of Documents. The Quit Claim Deed, Bill of Sale, Lease Termination, and Indenture Release shall be delivered by the Mayor, City Clerk or other appropriate staff member of the Issuer concurrently upon the satisfaction of the requirements set forth in Section 2 of this Resolution.

Section 9. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Issuer with respect to the Quit Claim Deed, Bill of Sale, Lease Termination, and Indenture Release, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 10. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the governing body of the City of Wichita, Kansas this 18th day of March, 2014.

CITY OF WICHITA, KANSAS

[seal]

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
Gary Rebenstorf, City Attorney

TERMINATION AND RELEASE OF LEASE

THIS TERMINATION AND RELEASE OF LEASE, dated as of the 1st day of April, 2014, by and between the City of Wichita, Kansas, a municipal corporation (hereinafter referred to as the “Issuer”); Douglas Place, LLC, a Kansas limited liability company (the “Tenant”); and Southwest National Bank, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America (hereinafter referred to as the “Trustee”).

WITNESSETH:

WHEREAS, the Issuer heretofore leased to the Tenant certain real and personal property pursuant to a Lease, dated as of April 1, 2013, (the “Lease”), by and between the Issuer and the Tenant, notice of which Lease was duly recorded with the Register of Deeds of Sedgwick County, Kansas on April 26, 2013 at DOC.#/FLM-PG: 29369308; and

WHEREAS, the Issuer assigned certain rights to the Trustee in connection with the Lease pursuant to an Assignment of Lease which was duly recorded with the Register of Deeds of Sedgwick County, Kansas on April 26, 2013 at DOC.#/FLM-PG: 29369309; and

WHEREAS, the property interests covered by the Lease consist of the property more specifically described in Schedule I attached hereto and incorporated hereby (the “Project”); and

WHEREAS, the Issuer previously had outstanding its Industrial Revenue Bonds, Series II, 2013 (Douglas Place, LLC.) (Taxable Under Federal Law) (the “Bonds”) pursuant to a Trust Indenture, dated as of April 1, 2013 (the “Indenture”); and

WHEREAS, all of the principal of and interest on the Bonds have been paid in full upon their respective maturity dates or have been satisfied by submission of the Bonds as set forth in the Indenture; and

WHEREAS, in accordance with the terms of the Lease, the Tenant has exercised its option to purchase the Project; and

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: Andrew N. Kovar
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Lease is hereby terminated and released.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Wichita, Kansas for delivery as of the date first set forth above.

CITY OF WICHITA, KANSAS

[seal]

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED that on this ____ day of March, 2014, before me, a notary public in and for said County and State, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

SOUTHWEST NATIONAL BANK
Wichita, Kansas

By _____
Name (Printed) _____
Title _____

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this ____ day of March, 2014, before me, a notary public in and for said city and state, came _____, _____ of Southwest National Bank, Wichita, Kansas, a national banking association duly organized, incorporated and existing under and by virtue of the laws of the United States (the “Bank”), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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

Notary Public

My Appointment Expires:

SCHEDULE I

(a) The following described real estate located in the City of Wichita, Sedgwick County, Kansas:

Parcel 1:

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

Parcel 2:

A non-exclusive easement for porte-cochere footings and foundations for the benefit of Parcel 1 as created by the "Declaration of Porte-Cochere and Utility Easement" filed on Doc/Flm-Pg: 29254107 over the following described property:

Lots 1 and 3, on Lawrence Avenue, now Broadway Avenue, in N.A. English's Addition to the City of Wichita, Sedgwick County, Kansas; EXCEPT the south 1.30 feet of said Lot 3.

Parcel 3:

Together with air rights for a porte-cochere, and utility easement as created by the "Declaration of Porte-Cochere and Utility Easement" filed on Doc/Flm-Pg: 29254107 over and across the alley lying between the property described under Parcel 1 and Parcel 2 above.

(b) All buildings and improvements constituting the "Project" as referred to in the Lease and the Trust Indenture dated as of April 1, 2013, between the Issuer and Southwest National Bank, as trustee.

SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE

THIS SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE dated as of the 1st day of April, 2014, by and between the City of Wichita, Kansas, a municipal corporation (hereinafter referred to as the “Issuer”), and Southwest National Bank, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America (hereinafter referred to as the “Trustee”).

WITNESSETH:

WHEREAS, the Issuer previously had outstanding its Industrial Revenue Bonds, Series II, 2013 (Douglas Place, LLC) (Taxable Under Federal Law) (the “Bonds”); and

WHEREAS, the Bonds are secured by the pledge of a certain Trust Estate, as established by, and in accordance with the terms and provisions of, a Trust Indenture, dated as of April 1, 2013 (the “Indenture”), by and between the Issuer and the Trustee; and

WHEREAS, pursuant to Section 2.04 of the Indenture, the Tenant, as bondowner, has submitted the Bonds to the Trustee, on behalf of the Issuer, in satisfaction of all principal and interest due upon said Bonds; and

WHEREAS, in connection therewith, it is necessary to provide for the release and discharge of the lien of the Indenture, upon its Trust Estate (excepting its lien upon such monies as are deposited with Trustee for the purposes of paying the principal of, interest, and applicable redemption premium, on all the Bonds).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the Issuer hereby acknowledges that the Bonds have been submitted to the Trustee, on behalf of the Issuer, in full satisfaction of all principal and interest due upon said Bonds and acknowledges timely receipt, or waiver thereof, of notice of said submission as required by the Indenture, and the parties hereto agree that the special obligations of the Issuer under the terms of the Indenture are hereby deemed satisfied and discharged and the lien of the Trustee upon the Trust Estate is hereby terminated and released. Accordingly, the covenants and agreements of the Issuer and the Trustee are hereby terminated and of no further force or effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Wichita, Kansas for delivery as of the date first set forth above.

CITY OF WICHITA, KANSAS

[seal]

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED that on this ____ day of March, 2014, before me, a notary public in and for said County and State, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

SOUTHWEST NATIONAL BANK
Wichita, Kansas

By _____
Name (Printed) _____
Title _____

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this ____ day of April, 2014, before me, a notary public in and for said city and state, came _____, _____ of Southwest National Bank, Wichita, Kansas, a national banking association duly organized, incorporated and existing under and by virtue of the laws of the United States (the “Bank”), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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

Notary Public

My Appointment Expires:

This Deed is exempt from filing a Real Estate Sales Validation Questionnaire pursuant to Exception No. 2 of K.S.A. 79-1437(e) and is made for the purpose of releasing an ownership interest in property which provided security for a debt or other obligation.

QUIT CLAIM DEED

THIS INDENTURE, made as of the 1st day of April, 2014, by the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the “Grantor”) in favor of Douglas Place, LLC, a Kansas limited liability company (the “Grantee”)

WITNESSETH, Grantor hereby quitclaims to Grantee all of Grantor’s right, title and interest in and to the real property described in Schedule I, attached hereto and incorporated herein, including all buildings, building additions, improvements and fixtures thereto. This conveyance is made subject to easements of record or in place, rights-of-way, covenants, declarations, conditions and restrictions of record, liens, reservations of record, encumbrances, and other matters of record.

[Remainder of Page Intentionally Left Blank]

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: Andrew N. Kovar
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Wichita, Kansas for delivery as of the date first set forth above.

CITY OF WICHITA, KANSAS

[seal]

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of March, 2014, before me, a notary public in and for said County and State, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

SCHEDULE I

- (a) The following described real estate located in the City of Wichita, Sedgwick County, Kansas:

Parcel 1:

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

Parcel 2:

A non-exclusive easement for porte-cochere footings and foundations for the benefit of Parcel 1 as created by the "Declaration of Porte-Cochere and Utility Easement" filed on Doc/Flm-Pg: 29254107 over the following described property:

Lots 1 and 3, on Lawrence Avenue, now Broadway Avenue, in N.A. English's Addition to the City of Wichita, Sedgwick County, Kansas; EXCEPT the south 1.30 feet of said Lot 3.

Parcel 3:

Together with air rights for a porte-cochere, and utility easement as created by the "Declaration of Porte-Cochere and Utility Easement" filed on Doc/Flm-Pg: 29254107 over and across the alley lying between the property described under Parcel 1 and Parcel 2 above.

- (b) All buildings and improvements constituting the "Project" as referred to in the Lease and the Trust Indenture dated as of April 1, 2013, between the Issuer and Southwest National Bank, as trustee.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, as of this 1st day of April, 2014, in consideration of One Thousand Dollars (\$1,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the “Grantor”), does grant, sell, transfer and deliver unto Douglas Place, LLC, a Kansas limited liability company (the “Grantee”), all of its interest in the following goods and chattels, viz:

All machinery, equipment and other property, all or a portion of which were purchased, financed, or refinanced with proceeds of certain City of Wichita, Kansas, Industrial Revenue Bonds, Series II, 2013 (Douglas Place, LLC) constituting the “Improvements” as referred to in a certain Lease, dated as of April 1, 2013, by and between the Grantor and the Grantee and a certain Trust Indenture, dated as of April 1, 2013, by and between the Grantor and Southwest National Bank, as Trustee,

together with any substitutions or replacements for said Improvements, to have and to hold, all and singular, the said goods and chattels forever.

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IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Wichita, Kansas for delivery as of the date first set forth above.

CITY OF WICHITA, KANSAS

[seal]

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

“GRANTOR”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED that on this ____ day of March, 2014, before me, a notary public in and for said County and State, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council

SUBJECT: Relocation of Pipeline in Remington Place Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the pipeline relocation payment.

Background: On June 19, 2012, the City Council approved a petition to construct a storm water sewer to serve Remington Place Addition. The project required relocation of a pipeline owned by Coffeyville Resources Crude Transportation, Inc., which is located in a private easement. In order to expedite the project, the developer of the addition, Occidental Management, Inc., contracted with the pipeline owner to relocate the line. Work is complete and the developer has submitted an invoice for reimbursement from the project budget.

Analysis: Remington Place is a new commercial development located south of 21st Street, east of Webb.

Financial Considerations: The relocation cost is \$323,977.52. Funding was included in the storm water sewer petition project budget. The funding source is special assessments.

Legal Considerations: The Law Department has approved the payment process and determined that the payment can be made to the developer and charged to the project.

Recommendation/Action: It is recommended that the City Council approve the payment from the petitioned project to Occidental Management, Inc., for the relocation of the pipeline.

Attachments: Invoice from Occidental Management, Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

1 OF 2 PAGES

CONTRACTOR: Occidental Management, Inc.
8111 E. 32nd Street, North, Ste 101
Wichita, KS 67226

SUBCONTRACTOR: Occidental Management, Inc.
8111 E. 32nd Street, North, Ste 101
Wichita, KS 67226

CONTRACT FOR:

PROJECT: Offices @ Cranbrook
10111 E. 21st
Wichita, KS 67206

VIA CONSTRUCTION MANAGER: Mike Seiwert
VIA ARCHITECT:

APPLICATION NUMBER: WEB 1
PERIOD TO: 09/30/13
PROJECT NOS.:
CONTRACT DATE:
Distribution to:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

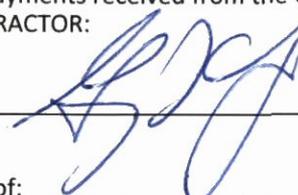
Application is made for payment, as shown below, in accordance with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$323,977.52
2. Net Change By Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +2).....	\$ 323,977.52
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$323,977.52
5. RETAINAGE:	
a. 0% % of Completed Work (Columns D & E on G703)	\$0.00
b. 0% % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$323,977.52
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE	\$323,977.52
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

BY:  DATE 1/23/2014

State of: _____ County of: _____
Subscribed and sworn before me this _____ day of _____ 20____
Notary Public:
My Commission Expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 323,977.52
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MGR:
By:  Date: 1/24/14

ARCHITECT:
By: Bruce 2 Barkers Date: 1/24/14

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

*Julianne Kallman
751512.
Utility relocation
expense - pass
through to
Coffeyville*

**City of Wichita
City Council Meeting
March 18, 2014**

TO: Mayor and City Council

SUBJECT: Fleet and Facilities DataStream System Upgrade

INITIATED BY: Public Works & Utilities and Information Technology (IT)

AGENDA: Consent

Recommendation: Approve two work orders and project funding.

Background: Since 2002, DataStream software has been in use for asset management in the Public Works Fleet and Facilities division. The software has provided good service and is highly utilized, particularly within Fleet.

The software is several versions behind, lacks industry best practices functionality and is no longer supported by the vendor.

Analysis: The Fleet and Facilities division needs an up-to-date software application to enhance service delivery in the following areas:

- 1) Operational efficiencies (fuel usage tracking, energy sustainability tracking, asset/inventory management; facilities conditions assessment and space utilization);
- 2) Performance measurement (International City/County Management Association) reporting/benchmarking and quality assurance);
- 3) Customer service (accurate and timely billing to internal and external customers, increased vehicle up-time and increased service delivery).

Additionally, the upgrade from DataStream (v7) to DataStream (v11) is compulsory as the Microsoft server and client operating system mandatory upgrades will no longer support DataStream (v7).

Financial Considerations: The upgrade of DataStream from version i7 to version i11 will cost \$248,915. The funding source is the Equipment Replacement Fund (ERF) and is budgeted. The ERF fund will be reimbursed by Fleet and Facilities division of Public Works and Utilities.

Professional Services One-time Cost:

• Install V11 Database	\$ 24,949
• Configuration Design	\$ 40,240
• Advanced Report Development	\$ 30,180
• Fuel Management Integration	\$ 30,180
• Configuration & Implementation	<u>\$ 56,336</u>
Total Professional Services:	\$181,885
• Travel/Support Implementation	\$ 27,000
• 5% contingency	<u>\$ 9,094</u>
Total Travel/Contingency:	\$ 36,094

Advanced Reporting Licensing & Support:

- Advanced Reporting License \$ 25,780 (one-time cost)
 - Initial Term of Support \$ 5,156 (annual on-going cost)
- Total Advanced Reporting: \$ 30,936**

Total Project Cost:

\$248,915

Legal Considerations: The professional services statement of work and Advanced Reporting work order have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the contract and funding for Public Works migration from DataStream version i7 to version i11.

Attachments: Infor services work Order for Professional Services and Infor order form for Advanced Reporting Software and Support.



SERVICES WORK ORDER

This Services Work Order ("Work Order or SOW") is subject to all terms and conditions of the Software Services Agreement between **Infor (US), Inc.** ("Infor") and _____ ("Licensee") with an Effective Date of January 7, 2003 (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

Effective date of this Work Order: _____ Work Order Number: _____

Prepared By: _____

Approved By: Cris Thompson

Project Name:	City of Wichita Upgrade from v7.10 to v11
Objective:	Provide Infor Consulting Services to upgrade Licensee's existing EAM v7.10 application to v11
Project Scope	
<ul style="list-style-type: none"> - Project Preplanning and Hardware Readiness Discussion <ul style="list-style-type: none"> o A call led by the Infor Project Manager with the Licensee Core Team (including a representative from IT) to discuss scheduling, confirm scope and deliverables, and verify that minimum hardware specifications are in place prior to the upgrade itself. - EAM 7.10 to V11 Evaluation Run – <ul style="list-style-type: none"> o The Infor Technical Consultant will install Infor EAM 11 and migrate the existing database into the TEST environment. - EAM V11 Core Team Application Overview <ul style="list-style-type: none"> o Review the V11 EAM Application with the Core Team - EAM 7.10 to V11 Business Process Review and System Configuration – <ul style="list-style-type: none"> o The Infor Application Consultant will review the clients Existing EAM 7.10 Forms Configuration and Replicate that configuration in Infor EAM 11, making allowances for User Interface and Functional changes between the versions. - EAM Fuel Master Integration with EAM – <ul style="list-style-type: none"> o Create Requirement Specification and Required Code to support the import of Fuel Master Mileage Readings to update the Asset Meter Readings for the generation of PM Work Orders and 2 Custom Interfaces/Grids for Fuel Consumption and Truck Problem Codes. - Advanced Report Training <ul style="list-style-type: none"> o Provide 1 Week of Onsite Advance Report Training so client can develop custom reports as needed. - Go Live Critical Custom Interface Report Development <ul style="list-style-type: none"> o Develop process to generate output files in same .DAT format to replace 6 Crystal Reports used for outbound integration to other systems. <ul style="list-style-type: none"> o Parts Withdrawal (Direct Charge Parts) o Outsourced Work o Labor Services o Parts Consumption Reports o Fuel Consumption without Fleet o Fuel Consumption Fleet only - EAM V11 End User Training <ul style="list-style-type: none"> o Provide 2 2 Day End user Training Sessions o Provide Mobile – Tablet Work Order Management Application End to End Training - EAM 10.1.2 Production Run – (may be updated based on evaluation run) <ul style="list-style-type: none"> o Based on the evaluation run, the Infor Technical Consultant will replicate the migration path from the evaluation run onto the PRODUCTION environment. o This production run will incorporate any modifications or changes to the approach based on the success and testing/quality assurance of the evaluation run. o The PROD run involves system downtime that will be planned and scheduled in advance by the Infor and Licensee teams. If nights or weekend hours are required to minimize the impact on the users, then overtime rates will apply. o Upon completion of the PROD upgrade, the Licensee is responsible for user acceptance testing and notifying Infor of any issues that require attention. o Upon completion of the PROD upgrade, Application Consultant to migrate configuration 	

into New v11 Production Environment and provide Go Live Support.

- Project Management –
 - o A dedicated and experienced Infor Project Manager will oversee the entire scope to ensure successful delivery of all tasks and to serve as the main point of contact with the Licensee team throughout the entire project.
- Licensee Responsibilities during the upgrade
 - o Licensee is responsible for hardware preparedness, resource availability, system testing, and quality assurance after the evaluation run, notifying Infor of any issues or errors, and user acceptance testing after the production run.

Project Deliverables

Time-based deliverables to perform this upgrade are as follows:

Initiate		
Implementation Services Document Development	Project Manager	12
Kickoff/Alignment Meeting	Project Manager	8
Initiate Subtotal		20
Design		
Upgrade Pre-Planning - VM, Database Engine Upgrade, Database Upgrade	Technical Consultant	8
Environment Transfer to new HW/Database Engine/Upgrade from 7.10 to 11	Technical Consultant	100
Core Team Overview - V11 Functionality	Application Consultant	40
Business Process Review - Forms to EAM V11 Configuration Migration	Application Consultant	64
System Planning/Design (per BPR Findings)	Application Consultant	48
Update Final Design and Configuration Documentation	Application Consultant	40
Functional Requirements & Mapping for Fuel Master Integrations <ul style="list-style-type: none"> o Mileage Reads for PM Update & Release o Fuel Consumption o Fleet Error Code Issue Tracking 	Technical Consultant	24
Design Subtotal		324
Build		
Advanced Report Training	Technical Consultant	40
Custom Interface Report Migration from Crystal to Cognos *.DAT Format – <ul style="list-style-type: none"> o Parts Withdrawal (Direct Charge Parts) o Outsourced Work o Labor Services o Parts Consumption Reports o Fuel Consumption without Fleet o Fuel Consumption Fleet only 	Technical Consultant	80
2 End User Training Sessions - 16 Hrs Each, 8 Hrs Prep	Application Consultant	40
Test Case Definition	<i>Client Task</i>	
Infor EAM Mobile (Tablet –Ipad) Processing	Application Consultant	40
Fuel Master Integration – 3 (1 Std/2 Custom Inbound Prompts / 1 Custom Grid)	Technical Consultant	80
Conference Room Pilot - Configuration / Procedural Testing	<i>Client Task</i>	
Configuration Changes from CRP	Application Consultant	24
Documentation Changes Per Test Results	Application Consultant	16
Translated Report Testing & Verification	<i>Client Task</i>	0

Build Subtotal		320
Deploy		
Production Database Conversion (Week End Rates)	Technical Consultant	48
Production Configuration Migration	Application Consultant	40
Go Live Support	Application Consultant	24
Deploy Subtotal		112
Project Management Services		
Project Management	Project Manager	128
Project Management Services Subtotal		128
Project Totals		904

Project Assumptions

1. Infor will uplift/upgrade client system from 7.10 to 11 by migrating database through all versions.
2. Upgrade includes upgrade Production Environment 2 – once for Evaluation and Once for Production Go Live on latest release.
3. The costs and durations contained in this work order are estimates based on preliminary discussions with Licensee personnel.
4. This is a fixed price estimate and does not include travel and living expenses nor travel time. The task durations contained in this document are Infor's best estimate based on our experience with similar projects. If opportunities arise for Infor to accelerate the implementation because certain tasks do not take as long as originally estimated, then we will move ahead with the subsequent tasks as we are able and the project will be delivered in less time and at less cost than was originally estimated. Should circumstances arise that result in the project tasks taking longer than anticipated or where significant changes in scope materially affect the delivery or cost of the implementation then the project change control process will be initiated.
5. Travel and living expenses and travel time for Infor personnel are not included in this estimate. All travel and living expenses will be billed as actual, and travel time will be billed at \$90 per hour.
6. An Infor Project Manager will be engaged during the implementation of this project and involved up until project closeout. Project Management effort is based upon the anticipated level of project support.
7. In order to effectively manage this project, Infor will implement the EAM Enterprise Edition application at one site in a multi-org environment that will facilitate rollout to future locations after initial go-live. Licensee will be responsible for rolling out EAM to its other sites or can request the assistance from Infor in a separate Work Order or as a Change Request to this Work Order.
8. Infor and Licensee will manage the project jointly, including activity and resource planning, and budgetary control; provided, however, that Infor will not manage Licensee resources.
9. Infor will work with Licensee to manage change requests and control the scope of its work in an effort to meet established estimated timeline and budget objectives. Any task or deliverable not explicitly listed above is considered out of scope for this project and will require the Infor Project Manager to proceed through the Change Management process to increase the hours and costs associated with this project.
10. No specific dates have been agreed upon for this implementation. Specific dates will be designated by the Infor and Licensee project team once the Work Order is signed and after project kick-off.
11. All work is based on an eight-hour workday for both onsite and offsite tasks. Once the project begins, an alternate work schedule may be made with the approval of the Infor Project Manager if a customer so desires.
12. Infor will provide configuration and procedural testing assistance. As used herein, the term 'assistance' means that Infor will provide a specified number of days toward completion of the task but the ownership, completion and accountability for task completion lies with Licensee.
13. A "no modifications" philosophy will be emphasized during the implementation to minimize costs and implementation complexities. Modifications to the general release version of the software will be considered out of scope. In the event a modification requirement is identified, the formal change request process will be initiated.
14. In order to complete the project in the most cost-effective manner, some tasks may need to be performed offsite by Infor staff members. Remote dial-in/login facilities will be required for any

- offsite project resources and should be made available to Infor at the beginning of the project. Appropriate facilities will be made available to Infor consultants while onsite at Licensee offices.
15. All software modules to which the services relate have been licensed and contracted for support and maintenance services by Licensee prior to the signature of this Work Order and subject to the terms of a separate software license agreement, to the extent such software is licensed from Infor.
 16. Any EAM Advanced Modules not explicitly listed in the Project Scope and Project Deliverables are considered 'out of scope' for this project.

Project Exclusions

1. Technical services outside of scope of the upgrade, such as additional customizations, new flex/KPI/Inbox/Grid/Reports, or data cleansing.
2. Any tasks not explicitly listed in the scope/deliverables above.

Infor Responsibilities

1. Infor will provide qualified consulting resources in support of the scope listed in this project.
2. The appointed Infor Project Manager will confirm the project scope and guidelines and will clearly define the partnership between Infor and the Licensee.

Licensee Responsibilities

1. The Core Project Team will be comprised of personnel from all functions to ensure that the system configuration and to-be system processes meet the needs of the entire organization.
2. Licensee Information Technology Resources will be available to assist with the implementation for the duration of the project.
3. A dedicated Licensee Project Manager will be assigned to the project to work collaboratively with the Infor project team (full-time).
4. Licensee will reasonably support, complete and timely knowledge transfer from Infor through facilitated, interactive, fully participative development, testing and validation production activities.
5. Licensee will provide a suitable, stable systems environment that will support the training and implementation. Licensee will provide this environment through a hosting agreement outside the scope of this SWO.
6. Licensee will provide appropriate work facilities to the Infor consultants while onsite.
7. Licensee will have licensed all required software to which these services relate.

FEES

City of Wichita, KS Infor EAM Work Packet/Tasks Payment Schedule / Deliverables Jan-13	Total Duration by Hour(s)	Proposed Fees	Anticipated Delivery Date
Payment @ milestone #1 - the restore of the Evaluation V11 Database on the new Hardware	124	\$24,949	2 weeks after project start
Payment @ milestone #2 - the completion of Core Team training on V11 and configuration design completion at end of design phase	200	\$40,240	4 weeks after project start
Payment @ milestone #3 - completion of Advanced Report Training & Advanced Report Development	150	\$30,180	6 weeks after project start
Payment @ milestone #4 - completion of Fuel Management Integration effort	150	\$30,180	8 weeks after project start
Final payment @ milestone #5 - balance at Go-live	280	\$56,336	12 weeks after project start
Total Infor Services Proposed	904	\$181,885	

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

Estimated time and costs listed in this Work Order represent an estimate only. Actual project time and cost may vary from the estimates provided. Where a substantial variation from this Work Order is foreseen, both parties must agree in writing to the additional work and amend this Work Order accordingly. All services are provided on a time and materials basis and are billed monthly. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Travel and living expenses are not included in the rates or estimated fees stated herein. Such travel and living expenses are in addition to such fees. Travel time to and from Licensee's site will be billed at \$90 per hour. Overtime rates of

150% of the quoted rate apply for after hours and weekend work. "After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. "Weekend work" is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

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

PAYMENT: Infor will invoice Licensee for all services and applicable charges on a monthly basis, as Infor renders the services or Licensee incurs the charges, as applicable. Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice.

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

Infor (US), Inc.

Signature: _____
 Printed Name: _____
 Title: _____
 Address: _____
 Address: _____
 Signature Date: _____

Invoices MUST be mailed to:

Company Name: _____
 Contact Name: _____
 Address: _____
 Address: _____
 Phone: _____
 Email Address: _____

LICENSEE: City of Wichita, KS

Signature: _____
 Printed Name: _____
 Title: _____
 Address: _____
 Address: _____
 Signature Date: _____

**Delivery Address:
 If different from above**

Company Name: _____
 Contact Name: _____
 Address: _____
 Address: _____
 Phone: _____
 Email Address: _____

Licensee Site Addresses:

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



ORDER FORM

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the License and Hosting Services Agreement between Infor (US), Inc. (“Infor”) and City of Wichita, KS (“Licensee”) with an effective date of January 7, 2003 (the “License Agreement”). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the “Support Agreement”). The License Agreement and related Support Agreement (if any) are referred to herein as the “Agreement”. All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: “Component Systems” means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); “Support” means Infor’s current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); “Order Form” means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); “User Restriction” means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; “Annual Escalation Percentage Cap” means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as “Additional Software” or “Third Party Software”.

Effective date of this Order Form: _____ (the “Order Form Date”)

I. Component Systems

Newly Licensed Component Systems

	Part # (if applicable)	Component System	User Restriction*		Support level**
			Quantity	Type	
1	COG-DS7I-REPCS	Infor EAM Enterprise Edition Advanced Reporting Consumer	55	CU	XT
2	COG-DS7I-REPAU	Infor EAM Enterprise Edition Advanced Reporting Author	1	NU	XT

Total License Fee: \$25,780.00

*If specified in the User Restriction field:

- CU = “Concurrent Users” allows access to the Component System up to the stated maximum number of individual concurrent users who are simultaneously logged on to the Component System at any given point in time, irrespective as to whether or not any such user is actually using resources related to the Component System. The Licensee agrees to assign to each Concurrent User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.
- NU = “Named Users” Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.

**Support Level: Infor Xtreme (“XT”) Support unless otherwise indicated. Descriptions of the Support levels can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>.

If Applicable, “XTP” = Infor Xtreme Premium (24x7) and “XTE”= Infor Xtreme Elite (24x7) Plus

II. Support Services

Additional Annual Support Fee: \$5,156.00	
Annual Escalation Percentage Cap: 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.	
Initial Term of Support: Order Form Date through One Year through the Order Form Date	
Fee for Initial Term of Support:	\$5,156.00
Total Amount Due (before applicable taxes):	\$30,936.00

Payment Terms:	All amounts are in US Dollars unless otherwise specified.
Payment is due within 15 days of Order Form Date.	Currency: United States Dollars

Equipment (on which Component Systems will be installed):	Licensee Account ID: 91809
Computer Platform: _____ Model: _____	Infor GL ID: US0AB
Operating System: _____ DBMS: _____	Account Executive Name: Matt Dey
Serial Number: _____	
Location: Same as delivery	

Delivery Address: City of Wichita, KS 455 North Main Street Wichita, KS 67207	Invoice Address: (if blank, the Delivery Address shall be used for Invoicing)
Contact Name: Denise Peters	Contact Name:
Contact Title: Projects Manager	Contact Title:
Contact Phone: (316) 268-4694	Contact Phone:
Contact email: DPeters@wichita.gov	Contact email:

III. Additional Terms

Delivery is FOB Shipping Point.

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services. Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

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

For: Infor (US), Inc.	For: City of Wichita, KS (Legal Name of Licensee)
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Title	Title
Date	Date

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council

SUBJECT: Amendment of Contract for Labor Negotiation Consultant Legal Services

INITIATED BY: Department of Law/Human Resources

AGENDA: Consent

Recommendation: Approve the contract for the City's Labor Negotiation Consultant.

Background: In 2006, the City entered into a contract with the McAnany, Van Cleave and Phillips law firm to serve as the City's Labor Negotiation Consultant. The City of Wichita employs approximately 3,100 employees and has five collective bargaining agreements with four representative employee groups: IAFF, FOP, SEIU and Teamsters. Recently, contracts were renegotiated with the IAFF, SEIU and Teamsters. The consultant is currently representing the City in matters filed by the FOP and IAFF which are pending before the Public Employees Relation Board (PERB). Additional funding is necessary to complete representation of the City in these legal matters. Once these matters are concluded, it is anticipated that labor negotiations and PERB matters will be handled by Law Department staff. If additional outside legal services are required, a new Request for Proposal will be issued at that time.

Analysis: The law firm acts as a consultant and advisor on an "as needed" basis and provides professional services to the City in connection with the negotiation of labor contracts and representation of matters before the Public Employees Relation Board. Based on the high quality services provided by the law firm and the continuing nature of the negotiations and pending legal matters, it is recommended that the firm be retained for the completion of all matters with which it is involved. The current firm has not increased its rates or fees charged since the contract was entered into in 2006.

Financial Considerations: The contract amendment is for an additional amount not to exceed \$40,000. The hourly rate and expense items for the legal consultation services are the same as the original contract. A short term delay in filling a Law Department budgeted position is being used to generate the savings to fund this contract. The Finance Department is authorized to make any necessary budget adjustments.

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

Recommendations/Actions: It is recommended that the City Council approve the contract, authorize the Mayor to sign and approve any necessary budget adjustments.

Attachments: Contract.

SEVENTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

By and Between

THE CITY OF WICHITA, KANSAS

and

ATTORNEYS

McANANY, VAN CLEAVE & PHILLIPS

THIS AGREEMENT made and entered into on this ____ day of March, 2014, is an amendment to the Agreement originally executed on July 11, 2006, hereinafter (the “Initial Agreement”), and subsequently amended on February 13, 2007, April 9, 2007, December 1, 2009, May 25, 2010, December 28, 2010, and April, 2013, by and between the City of Wichita, Kansas (hereinafter the “City”) and McAnany, Van Cleave & Phillips (hereinafter the “Attorneys”).

WITNESSETH:

WHEREAS, pursuant to the Initial Agreement, the Attorneys were retained by the City to provide legal services in connection with negotiations and matters related to labor relations;

WHEREAS, the initial amount authorized as compensation for the Attorneys in the Initial Agreement was for a sum not to exceed \$75,000.00, and the subsequent agreements provided for additional expenditures of \$199,000.00; and

WHEREAS, it has become necessary to amend the Initial Agreement to permit additional expenditures of an amount not to exceed \$40,000.00 for negotiations related to labor relations and legal services for matters pending before the Kansas Public Employees Relation Board (PERB).

NOW THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Paragraph 7 of the Initial Agreement is hereby modified and amended to read as follows:

In no event shall the total compensation, including fees and expenses, pursuant to this Agreement exceed the sum of Three Hundred Fourteen Thousand Dollars (\$314,000.00), unless specifically authorized by the City Council of the City of Wichita, Kansas.

2. In all other respects, the terms and provisions of the Initial Agreement, as amended, between the parties hereto shall remain in force and effect as the same were originally approved by the parties in the Initial Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

THE CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

McANANY, VAN CLEAVE & PHILLIPS, P.A.

By _____
Carl A. Gallagher

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council

SUBJECT: Derby Interlocal Agreement (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the Interlocal agreements for the City of Derby.

Background: Each year, the Federal Transit Administration (FTA) provides grant money for use in providing urban public transportation services. The amount of funding is based upon a complex formula involving miles driven, passenger rides provided, population area, and density served.

Analysis: The service area for which the City of Wichita is allowed to seek funds includes parts of Sedgwick County and other incorporated entities within the urbanized area (UZA). The City can request funds for public transportation services to enhance the programs of Sedgwick County and the urbanized area and pass through a portion of the total annual apportionment. For Fiscal Year 2014, the pass-through funds will be \$40,000 of federal funds for planning, preventive maintenance, and operating for the City of Derby.

Financial Considerations: The FTA UZA grant is administered and budgeted by the City of Wichita. However, beyond administration there is minimal financial impact since the City of Derby will provide the grant match of \$17,500.

Legal Considerations: The City will have no part in operating these transportation programs. It will give guidance for the Federal reporting required under the grant. By the attached Interlocal agreement, the City of Derby will agree to adhere to all Federal program requirements attached to the grant. The City's Law Department has reviewed and approved these agreements as to form.

Recommendations/Actions: It is recommended that the City Council approve the Interlocal agreement.

Attachments: Interlocal agreement for the City of Derby.

INTERLOCAL AGREEMENT
For Section 5307 Funding

This interlocal agreement (Agreement) is entered into by and between the City of Wichita, Kansas (“WICHITA”) and the City of Derby, Kansas (“DERBY”).

WICHITA and DERBY both operate public transportation services within the WICHITA metropolitan area, and are committed to continuing such services in a cooperative and coordinated manner. The purpose of this Agreement is to provide for allocation of federal funds available under the Urban Mass Transportation Act of 1964 (“Act”) to provide on-going support to transit services provided by WICHITA and DERBY. It is therefore, mutually agreed as follows:

1. **Term.** The Agreement shall be effective upon execution by all parties hereto and shall be effective FY 2014 terminating after receipt of final payment or 3 years from Federal Fiscal year of the grant, unless terminated earlier as allowed below.
2. **Operations and Management.** WICHITA and DERBY shall each be solely responsible for the separate operation and management of their respected public transportation systems. WICHITA and DERBY agree to act with due diligence and good faith in the exercise of the operation and management of their respective transit systems to comply with the terms of this Agreement and to work together in a mutually supportive manner to ensure the implementation of all provisions contained in this Agreement. WICHITA agrees to assist DERBY in set-up guidance for proper reimbursement and payout documents, data submission for the National Transit Database, etc. WICHITA will be responsible for scheduling an annual meeting with DERBY for review and future planning.
3. **Allocation of FY2014 Section 5307 Funds.** For FY2014, DERBY shall be designated by WICHITA to be a sub-grantee (pass-through) recipient to receive Section 5307 (CFDA 20.507) funding for program support and preventive maintenance. The FTA grant number awarded is KS-90-X149. Section 5307 funding requires all sub-grantee (pass-through) recipients to fund a percentage of the total cost as a local match. Total amount to DERBY is **\$57,500**. The allocation anticipated from the FTA Section 5307 funds in FY2014 is **\$40,000**, with a local match of **\$17,500**. The total allocation for operating is \$20,000 [federal portion \$10,000, local match \$10,000 (50%/50%)]; the total allocation for program support is \$36,250 [federal portion \$29,000, local match \$7,250 (80%/20%)]; the total allocation for preventive maintenance is \$1,250 [federal portion \$1,000, local match \$250 (80%/20%)].
4. **Application for Section 5307 Funding.** WICHITA shall apply to the FTA for funding under Paragraph 3 **as federal funds become available**. The funds received by DERBY shall be matched at an appropriate percentage by local funds secured by DERBY and shall be available for use by DERBY, as its governing body deems appropriate within the FTA requirements, as set out in Exhibits C and D attached.
5. **Future Capital Applications.** WICHITA and DERBY shall cooperate to pursue applications as may be appropriate for capital grants, which shall include funds for capital acquisitions by DERBY.
6. **Carryover of Funds.** Funds allocated to DERBY pursuant to Sections 4 and 5 may be carried over for a maximum of 3 years from start of federal fiscal of grant.
7. **Future Allocation of 5307 Funds.** Based on the amount of carryover funds available and the availability of SECTION 5307 funds, DERBY may be subject to less apportionment than the \$40,000 FTA portion available for allocation in a Fiscal Year. This will be determined during the annual planning meeting.

8. **Compliance with Laws.** WICHITA and DERBY hereby agree, in the performance of this Agreement, to comply with all applicable federal, state, and local laws, including specifically all relevant requirements of the Act, as appropriate, which may separately and individually apply to their respective jurisdictions.
9. **Extension of Agreement.** WICHITA and DERBY may extend this Agreement on a year-to-year basis with written approval of both parties. Funds are secured in the agreement year and subject to be spent within FTA requirements.
10. **Establishment and Maintenance of Records.** DERBY shall establish and maintain records as prescribed by WICHITA, with respect to all matters covered by this Agreement. Except as otherwise authorized by WICHITA, DERBY shall retain such financial and non-financial related records for a period of three (3) years after receipt of the final payment under this Agreement or termination of this Agreement. However, if any litigation, claim, negotiation, audit, oversight or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of issues which arise from it or until the end of the regular three-year period, whichever is later.
11. **Reports and Information.** DERBY, at such times and in such forms as WICHITA or its designates and authorized representative(s) may require, shall furnish to WICHITA, the FTA, or their designated and authorized representative(s) such statements, records, reports, data, and information as they may request pertaining to matters covered by this Agreement.
12. **Audits and Inspections.** DERBY shall, at anytime, and as often as WICHITA may deem necessary, make available to WICHITA, or its designated and authorized representative(s), for examination of all its records and data pertaining to matters covered by this Agreement for the purpose of making audits, oversights, examinations, excerpts, and transcriptions. DERBY is required to provide WICHITA with access to their single audit report.
13. Per OMB Circular A-133: **Pass-through entity responsibilities.** A pass-through entity shall perform the following for the federal awards it makes:
 - A. Identify federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is R&D, and name of Federal agency. When some of this information is not available, the pass-through entity shall provide the best information available to describe the Federal award.
 - B. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements imposed by the pass-through entity.
 - C. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.
 - D. Ensure that subrecipients expending \$500,000 or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this part for that fiscal year.
 - E. Issue a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.
 - F. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.

- G. Require each subrecipient to permit the pass-through entity and auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this part.

14. **Discrimination.**

- A. **Discrimination Prohibited.** No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex, or age. (Reference Title VI of the Civil Rights Act of 1964 – Pub. L. 88-352). For purposes of this section, “program or activity” is defined as any function conducted by an identifiable administrative unit of DERBY receiving funds pursuant to this Agreement.
- B. DERBY further agrees to implement and comply with the “Revised Non-discrimination and Equal Employment Opportunity Statement” for contracts or Agreements as provided in Exhibit A attached hereto and to specifically comply with the requirements of the Americans with Disabilities Act of 1990, as amended.

15. **Payments.**

- A. **Compensation and Method of Payment.** Compensation and method of payment to DERBY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto and will be administered under the established accounting and fiscal policies of WICHITA.
- B. **Total Payments.** Total payments to DERBY will be in the contracted amount of \$40,000.00 FTA portion for activities starting January 1, 2014, unless carryover money remains, then carryover money will be drawn down first. Payments will be made contingent upon the availability of FTA funds.
- C. **Restriction on Disbursements.** No grant funds shall be disbursed to DERBY or a contractor except pursuant to a written contract that incorporates by reference the general conditions of this Agreement.

16. **Termination Clause.** Whenever either of the parties hereto determines that termination of this Agreement is in such party’s best interest, then the Agreement may be terminated by giving written notification to the other party. A determination may include, but not be limited to:

- A. Failure of either party to comply with any or all items contained within Sections 1 through 15 of this Agreement, contract exhibits, and/or provisions of any subsequent contractual amendments executed relative to this Agreement;
- B. This Agreement may be terminated if project funds to WICHITA under the grant are suspended or terminated;
- C. Either party hereto may also, by giving thirty (30) days notice, terminate this Agreement for convenience;

D. Upon receipt of notice of termination, DERBY shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the Agreement; (2) promptly cancel all Agreements and/or orders to subcontractors utilizing funds under this Agreement; (3) submit, within a reasonable period of time to be specified by WICHITA, a cancellation settlement proposal which shall include a final statement for the Agreement, or reimbursement of unearned funds previously distributed.

17. **Appendices.** All exhibits referenced below and all amendments or mutually agreed upon modification(s) made by both parties are hereby incorporated as though fully set forth herein. In case of conflict in terms between this Agreement and Exhibit C, the terms of Exhibit C shall take precedence.

- Exhibit A Nondiscrimination and Equal Employment Opportunity Statement
- Exhibit B Scope of Services and Method of Payment
- Exhibit C Fiscal Year 2013 Certifications and Assurances for FTA Assistance Programs
- Exhibit D FTA 2013 Master Agreement
- Exhibit E Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

CITY OF DERBY, KANSAS
By order of the City Council

CITY OF WICHITA, KANSAS
By order of the City Council

Dion Avello, Mayor

Carl Brewer, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jacqueline R. Butler, City Attorney

Gary E. Rebenstorf, Director of Law

ATTEST:

ATTEST:

Jean Epperson, City Clerk

Karen Sublett, City Clerk

Exhibit A
Nondiscrimination and Equal Employment Opportunity Statement

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

- A. During the performance of this Agreement, the contractor, subcontractor, vendor, or supplier of the City, or any of its agencies, shall comply with all provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may 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 Agreement because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin, or ancestry;
 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, “Equal Opportunity Employer” or a similar phrase to be approved by the “Kansas Human Rights Commission”;
 3. If the contractor fails to comply with the manner in which the contractor reports to the “Kansas Human Rights Commission” in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this Agreement and it may be canceled, terminated, or suspended in whole or in part by the contracting agency;
 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the “Kansas Human Rights Commission” which has become final, the contractor shall be deemed to have breached the present Agreement, and it may be canceled, terminated, or suspended in whole or in part by the contracting agency;
 5. The contractor shall include the provisions of Paragraph 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 Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice nondiscrimination – 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 and 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 the 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 similar phrase;
3. The vendor, supplier, contractor, or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with nondiscrimination – 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 Subsection 1 through 3, inclusive, of this present section in every subcontract, sub-purchase order, or sub-Agreement so that such provisions will be binding upon each subcontractor, sub-vendor, or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this Agreement, and it may be canceled, terminated, or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or Agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors, or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the federal government or contract involving federal funds; provided that such contractor, subcontractor, vendor, or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the federal agency involved.

Exhibit B
Scope of Services and Method of Payment

The City of Derby will provide preventive maintenance, planning and operating activities in support of general public transportation services in Derby, Kansas, under federal guidelines.

The amount of funds anticipated from the Federal Transit Administration Section 5307 grant in FY2014 is \$40,000. Total amount to DERBY is **\$57,500**. The allocation anticipated from the FTA Section 5307 funds in FY2014 is **\$40,000**, with a local match of **\$17,500**. The total allocation for operating is \$20,000 [federal portion \$10,000, local match \$10,000 (50%/50%)]; the total allocation for program support is \$36,250 [federal portion \$29,000, local match \$7,250 (80%/20%)]; the total allocation for preventive maintenance is \$1,250 [federal portion \$1,000, local match \$250 (80%/20%)].

DERBY will submit an invoice for payment no later than 30 days after the end of each quarter. WICHITA will reimburse DERBY for the invoiced amount no later than 30 days after the invoice is received. A line item list of expenses must be attached to the invoice for WICHITA to examine and determine if all expenses are FTA eligible. Any ineligible costs will be rejected by WICHITA and DERBY must submit a revised invoice. WICHITA will only pay invoices as FTA funds are available. As of January 15th, 2014, the 2014 funding apportionment is still unavailable and WICHITA has no funds to reimburse DERBY.

Exhibit C
Fiscal Year 2014 Certifications and Assurances for FTA Assistance Programs

The 2014 Certifications and Assurances will be on file for review at Wichita Transit, 777 E. Waterman.

Exhibit D
FTA 2014 Master Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, Title 23, United States Code (Highways),
the Moving Ahead for Progress in the 21st Century Act (MAP-21),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
(SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008,
or other Federal laws that FTA administers.**

FTA MA(20)
October 1, 2013

<http://www.fta.dot.gov/documents/20-Master.pdf>

Exhibit E

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

I certify, by agreement of this contract, that neither _____ City of Derby, Kansas _____,
(name of supplier, independent contractor, or offering party)

nor any of its principals or subcontractors with a price equaling or exceeding \$25,000 to be awarded, that are a part of this offer is presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Federal assistance programs or activities under Executive Order 12549 (Debarment and Suspension), and neither ___ City of Derby, Kansas _____, nor any of its principals or
(name of supplier, independent contractor, or offering party)

subcontractors, is listed on the General Services Administration’s list of Parties Excluded from Federal Programs (available through the Internet at (<http://epls.arnet.gov/servlet/EPLSSearchMain/1>) and on the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://exclusions.oig.hhs.gov/search.html>), and neither _____ City of Derby, Kansas _____, nor any of its principals or subcontractors has, within a
(name of supplier, independent contractor, or offering party)

three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (sederal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses; and have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the party is unable to certify to any of the statements in this certification, such party shall attach an explanation to this offer.

Where a party fails to submit and complete this certification, such party’s offer shall be determined to be an incomplete submission.

Business/Supplier/Independent Contractor/Individual

Name: _____ City of Derby _____
Federal Tax ID No.: _____ 48-6086439 _____
DUNS No.: _____ 02-136-7180 _____
Address: _____ 611 Mulberry, Derby, Kansas 67037 _____

By (individual or authorized representative)

Name (signed): _____
Name (printed): _____ Jean Epperson _____
Title: _____ Director of Finance/City Clerk _____
Date: _____

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council

SUBJECT: 2014 United States Postal Inspection Service (USPS) Task Force Agreement

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Adopt the 2014 United States Postal Inspection Service (USPS) Task Force Agreement.

Background: This is a new Task Force agreement between the Wichita Police Department (WPD) and the Postal Service.

Analysis: The Postal Inspection Task Force is focused on large scale identity theft investigations that operate regionally and have a direct connection to Wichita and the surrounding communities. The USPS and its Task Force partners, including the WPD, work to identify, dismantle, and prosecute suspects attempting to defraud our citizens and businesses. Council support of this agreement will provide the City of Wichita, and its residents, with additional resources to identify and prosecute individuals and organizations that engage in fraud, identity theft, and other financial crimes in the community.

Financial Considerations: The USPS will reimburse the WPD for overtime up to \$17,202 per officer/per year. Participation in the Task Force entitles the Department to share in a portion of Federal seizures, enhancing the Department's resources for financial crime investigations. The WPD is responsible for the base salary and benefits of the participating detectives.

Legal Considerations: The Law Department has reviewed and approved as to form the United States Postal Inspection Service Memorandum of Understanding.

Recommendations/Actions: It is recommended that the City Council approve the 2014 United States Postal Inspection Service Task Force Agreement.

Attachments: Memorandum of understanding between the United States Postal Inspection Service and the Wichita Police Department.



UNITED STATES POSTAL INSPECTION SERVICE

DENVER DIVISION

MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. POSTAL INSPECTION SERVICE AND WICHITA (KS) POLICE DEPARTMENT (WPD)

This Agreement is made the 13 day of February 2014, between the undersigned agencies:

PURPOSE

1. The purpose of this Memorandum of Understanding ("MOU") is to describe the agreement between the U.S. Postal Inspection Service (hereinafter referred to as the USPIS) and the **WPD** regarding overtime payments made by the USPIS to the **WPD** related to the Kansas City Metro Identity Theft Task Force.

MISSION OF THE KANSAS CITY METRO IDENTITY THEFT TASK FORCE

2. The mission of the Kansas City Metro Identity Theft Task Force is to investigate and bring to prosecution individual(s) and business entities engaged in identity theft and financial crimes throughout the Western District of Missouri and the District of Kansas Judicial Districts. The Identity Theft Task Force will accomplish this by consolidating multi-jurisdictional identity theft complaints and coordinating federal, state, and local resources assigned to the Task Force in the investigation of those complaints.

OVERTIME PAYMENTS

3. At the sole discretion of the USPIS and as funding allocations permit, the USPIS will reimburse the **WPD** for overtime hours worked by **WPD** employees in connection with work performed by police department employees for the Kansas City Metro Identity Theft Task Force.

4. Overtime reimbursement payments will be made based on the submission of Identity Theft Task Force Employee Overtime Reimbursement Worksheets (attached hereto as Attachment - A) for each employee of the **WPD**

5. Overtime reimbursement payments will not create any employment relationship between USPIS and **WPD** employees.

6201 COLLEGE BOULEVARD, SUITE 400
OVERLAND PARK, KS 66211-2435
TOLL-FREE 877-876-2455
FAX: 913-266-2490

ADDITIONAL TERMS AND CONDITIONS

6. The USPIS and the **WPD** will adhere to their respective agencies' policies and procedures, as well as those policies and procedures established by the Kansas City Metro Identity Theft Task Force. Any conflict in policies and procedures will be resolved by mutual agreement between the USPIS and the **WPD**.

7. This MOU may be amended as mutually agreed in writing between the USPIS and the **WPD**.

8. This MOU may be terminated at any time by either party upon written notification to the other party.

INSPECTION SERVICE FITNESS FACILITY

9. At the discretion of the USPIS, and during non-work hours, **WPD** employees may use the USPIS physical fitness facilities at 6201 College Blvd, Ste. 400, Overland Park, KS. No overtime payments will be made by USPIS to the **WPD** in connection with any use of the USPIS physical fitness facilities by **WPD** employees.

10. **WPD** employees who choose to use the USPIS physical fitness facilities must complete and sign a Release Statement for the use of Inspection Service Fitness Facilities (attached hereto as Attachment - B).

HOLD HARMLESS CLAUSE

11. It is understood and agreed to by the **WPD** that they will hold harmless the USPIS from and against all claims, actions or causes of action and liabilities which may be asserted by third parties arising out of or resulting from any act taken or committed or any omission by a police officer of the **WPD** assigned to the Kansas City Metro Identity Theft Task Force.

12. It is understood and agreed to by the **WPD** that they will hold harmless the USPIS from and against all claims, actions or causes of action and liabilities which may be asserted by third parties arising out of or resulting from any act taken or committed or an omission by a postal inspector assigned to the Kansas City Metro Identity Theft Task Force except for willful misconduct or gross negligence.

AGREED AND CONSENTED TO:

Adam P. Behnen

Adam P. Behnen
Inspector In Charge
Denver Division
United States Postal Inspection Service

Date: 2/19/14

Norman D. Williams Acting Chief

Norman D. Williams
Chief of Police
City of Wichita KS

Date: 2/10/14

Copies to: Jared Bingham
Inspector Attorney

Paul Mezzanotte
KC ITEC Task Force Team Leader

APPROVED

Gary E. Rebenstorf

Gary E. Rebenstorf, City Attorney

By SD

Second Reading Ordinances for March 18, 2014 (first read on March 4, 2014)

A. Improvements to the Pawnee Bridge at Arkansas River. (Districts III and IV)

ORDINANCE NO. 49-672

AN ORDINANCE AMENDING ORDINANCE NO. 48-817 DECLARING PAWNEE BRIDGE AT THE ARKANSAS RIVER (472-84922) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

B. Nuisance Abatement Assessments, Cutting Weeds. (Districts I, II, III, IV and VI)

ORDINANCE NO. 49-673

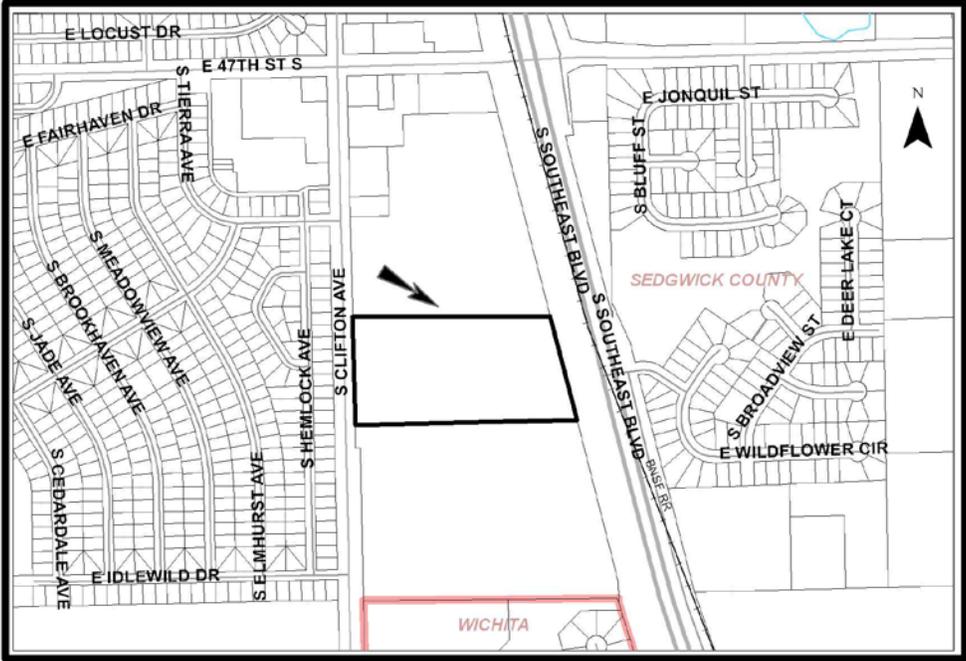
AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF CUTTING WEEDS IN THE CITY OF WICHITA, KANSAS.

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council
SUBJECT: SUB2012-00043 -- Plat of Oaklawn Elementary Addition located south of 47th Street South, west of K-15 Highway (County)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)



Background: The site, consisting of one lot on 12.62 acres, is located in the County within three miles of the City of Wichita.

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Reciprocal Easement Agreement to allow for shared driveways between the lots. The site is within the noise impact area of McConnell Air Force Base; therefore the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution.

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 Restrictive Covenants, Reciprocal Easement Agreement and Avigational Easement 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: Restrictive Covenants.
Reciprocal Easement Agreement.
Avigational Easement.

COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this ____ day of _____, 20____, by USD 260 Board of Education,

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Lot 1, Block 1, Oaklawn Elementary Addition to Sedgwick County, Kansas.

WHEREAS, the Declarant's property is located near McConnell Air Force Base and is accordingly subject to considerable noise from the operation of aircraft which may infringe upon the enjoyment of said property and may affect the health and/or well being of the property's users, and

WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that proper consideration be given to abate outside noise pollution within buildings constructed on said property:

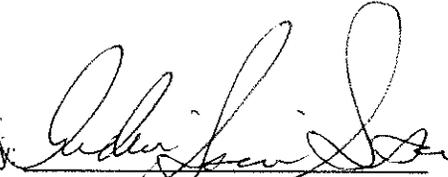
NOW, THEREFORE, Declarant hereby declares that Oaklawn Elementary Addition, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

That any structure constructed on the premises shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita and/or Sedgwick County codes and with due consideration given to the intended use of the structure. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

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 and or County. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

Executed the date and year first above written.

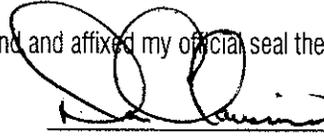
André Sisco, President
USD 260 Board of Education

By: 
André Sisco, President

STATE OF KANSAS)
)
SEDGWICK COUNTY) SS

BE IT REMEMBERED, that on this 24th day of February, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came André Sisco, President of USD 260 Board of Education, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the said unified school district.

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


Notary Public

(My Commission Expires: 10-9-2016)

SEAL



APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

COPY

RESTRICTIVE COVENANT

THIS DECLARATION made and entered into on the ___ day of _____, 20 ____, by:

USD 260 Board of Education

hereinafter referred to as "Declarants". The following recitals of fact are a material part of this instrument:

WITNESSETH:

WHEREAS, Declarants are the owners of the following described property:

Lot 1, Block 1, Oaklawn Elementary Addition, Sedgwick County, Kansas.

WHEREAS, Declarant desire to create provisions for the maintenance and responsibility for the maintenance to be placed of record for Reserve "A" Oaklawn Elementary Addition, Sedgwick County, Kansas.

WHEREAS, Plat approval is conditional upon a Restrictive Covenant being established.

NOW, THEREFORE, Declarants hereby declares and covenants:

1. That Reserves "A" is hereby reserved for open spaces, entry monuments, drainage basins, landscaping, berms, irrigation, lighting, signage, drainage purposes, storm sewers, recreation purposes, and utilities confined to easements.
2. That Reserve "A" shall be owned and maintained by the owner(s) of Lot 1, Block 1, Oaklawn Elementary Addition.
3. That the Owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve 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, has failed to maintain the common areas in a reasonable and prudent manner.

and,

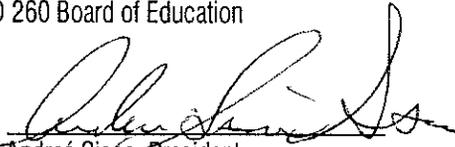
- B. That the appropriate governing body has given written notice to the Declarants and Declarants have not responded in initiating corrective action within 30 days of such notice. If the governing body has taken action to maintain the common areas under this covenant, the Declarants shall pay promptly the costs expended. If the costs are not paid within 30 days of the rendering of an account, the costs shall be considered an assessment against Lot 1, Block 1, Oaklawn Elementary Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owners, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to Lot 1, Block 1, as platted in said Oaklawn Elementary Addition, Derby, Sedgwick County, Kansas.

RESTRICTIVE COVENANT
Oaklawn Elementary Addition, Sedgwick County, Kansas

IN WITNESS WHEREOF, this instrument has been executed on the day and year first above written.

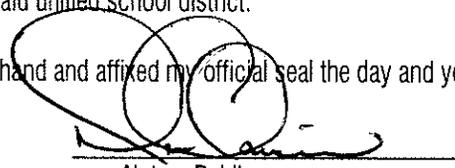
Andréé Sisco, President
USD 260 Board of Education

BY: 
Andréé Sisco, President

STATE OF KANSAS)
)SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 24th day of February, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Andréé Sisco, President of USD 260 Board of Education, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf said unified school district.

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


Notary Public

(My Commission Expires: 10-9-2016)



Approved as to form:

Gary E. Rebenstorf, Director of Law

COPY

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT is made and entered into this ___ day of _____, 20____,

BY AND BETWEEN The legal property owner(s) of Lot 1, Block 1, Oaklawn Elementary Addition to Sedgwick County, Kansas, hereafter called "Lot 1 Owner(s)".

AND The legal property owner(s) of an un-platted tract of land located in the East Half, of the Northwest Quarter, of section 23, Township 28 South, Range 1 East of the 6th P.M, Sedgwick County, Kansas, hereafter called "Lot 2 Owner(s)".

WITNESSETH:

The Lot 1 Owner(s) do hereby grant to Lot 2 Owner(s) with respect to the following described property owned by them located in Sedgwick County, Kansas (herein called "Lot 1") to-wit:

Lot 1, Block 1, Oaklawn Elementary Addition to Sedgwick County, Kansas

an easement and perpetual right-of-way from and to Lot 2 described below owned by Lot 2 Owner(s), for egress and ingress for vehicles and pedestrians over, upon, and across Lot 1.

In like manner, Lot 2 Owner(s) do hereby grant to the Lot 1 Owner(s) with respect to the following described property owned by it located in Sedgwick County, Kansas (herein called "Lot 2") to-wit:

Located in the East Half, of the Northwest Quarter, of section 23, Township 28 South, Range 1 East of the 6th P.M, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northwest Corner (NW Cor.) of the East Half (E ½) of the Northwest Quarter (NW ¼) of Section 23, Township 28 South, Range 1 East, of the 6th P.M., thence South 00°00'00" West along the West line of said East Half, a distance of 745.00 feet; thence North 89°49'20" East a distance of 50.00 feet to the point of beginning; thence continuing North 89°49'20" East a distance of 190.00 feet; thence North 00°00'22" West a distance of 343.33 feet; thence North 89°50'33" East a distance of 78.04 feet; thence North 00°05'01" West a distance of 155.76 feet; thence North 89°52'15" East a distance of 468.70 feet to a point on the West right of way line of the Atchison, Topeka & Santa Fe Railroad; thence South 13°09'57" East along said west line a distance of 1017.10 feet to the Northeast corner of Oaklawn Elementary Addition, Sedgwick County, Kansas; thence North 90°00'00" West along the north line of said Oaklawn Elementary Addition a distance of 968.13 feet to the East right of way line Clifton Avenue; thence North 00°00'00 East a distance of 489.42 feet to the point of beginning.

an easement and perpetual right-of-way from and to Lot 1 described above owned by Lot 1 Owner(s), for egress and ingress for vehicles and pedestrians over, upon, and across Lot 2.

The Lot 1 and Lot 2 Owner(s) recognize that the above properties lie adjacent and contiguous to each other. Lot 1 and Lot 2 Owner(s) further agree to maintain in good condition and keep in repair any common areas situated on the respective properties. In particular, the parties shall maintain the surfaces at such grades and levels that the same may be used and enjoyed as contiguous and homogeneous common areas and shall maintain the surfaces in a smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use, and durability. The cost of such maintenance and repair shall be shared equally by the Lot 1 and Lot 2 Owner(s).

The above rights and easements hereby conveyed shall insure to, and be for the benefit of, the Lot 1 and Lot 2 Owner(s), their heirs, personal representatives, successors, and assigns, and tenants, subtenants, licensees, concessionaires, mortgagees in possession, customers, and business invitees of such persons.

IN WITNESS WHEREOF, this instrument has been executed on the day and year first above written.

Lot 1 and Lot 2

By: *André Sisco*
André Sisco, President
USD 260 Board of Education

STATE OF KANSAS)
)SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 24th day of February 2014 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came André Sisco, President of USD 260 Board of Education, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said unified school district.

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

David S. Clausius
Notary Public

(My Commission Expires: 10-9-2016)

Approved as to form:



Gary E. Rebenstorf, Director of Law

COPY

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this _____ day of _____ 20____, USD 260 Board of Education, GRANTOR hereof, does hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following-described real estate, to-wit:

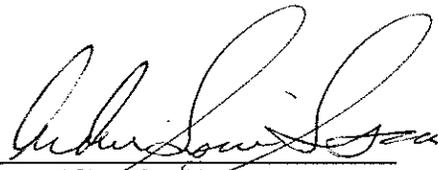
Lot 1, Block 1, Oaklawn Elementary Addition to Sedgwick County, Kansas.

By virtue of this easement, the grantor, for and on behalf of the Grantor and all successors in interest to any and all of the real property above-described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure aircraft safety during take-off and landing.

To have and to hold said easement forever.

EXECUTED the day and year first above written.

By: 
Andréé Sisco, President
USD 260 Board of Education

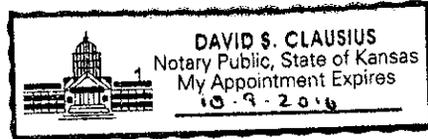
STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 24th day of February 2014 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Andréé Sisco, President of USD 260 Board of Education, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said unified school district.

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


Notary Public

(My Commission Expires: 10-9-2016)



Approved as to form:

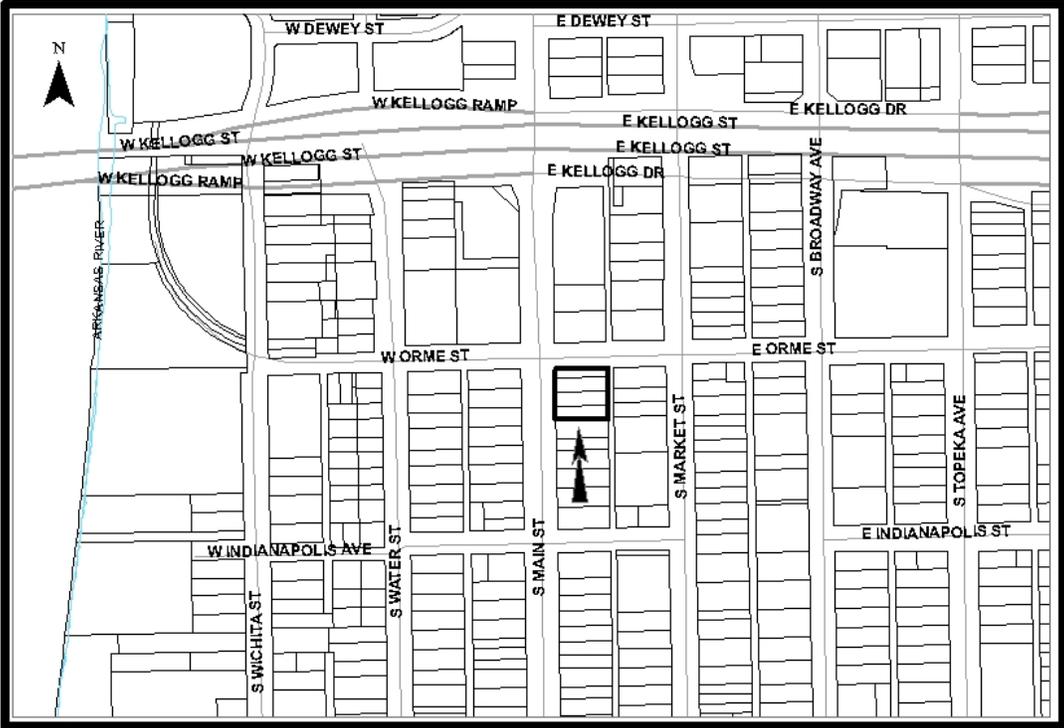
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council
SUBJECT: SUB2013-00033 -- Plat of Passivhaus Addition located south of Kellogg, on the east side of Main (District III)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (8-0)



Background: This plat was approved by City Council on January 28, 2014, with an incorrect owner’s name in the plat’s text. The site, consisting of one lot on .44 acres, is zoned B Multi-family Residential.

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat. The applicant has submitted a Joint Access Easement for the joint opening with the property to the south.

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 Drive Approach Closure Certificate and Joint Access Easement 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: Drive Approach Closure Certificate.
Joint Access Easement.

COPY

DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County)
) SS
State of Kansas)

Michael H. Garvey, Trustee of the W. W. Garvey Trust Number Two, dated December 28, 1976, owner(s) of that certain real property to be known as Passivhaus Addition, Wichita, Sedgwick County, Kansas, is in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on Main Street in excess of the one allowed per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 14 day of FEBRUARY, 2014.

W. W. Garvey Trust Number Two,
dated December 28, 1976

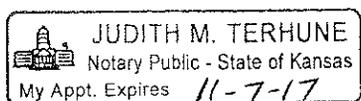
By: Michael H. Garvey, TRUSTEE
Michael H. Garvey, Trustee

x

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 14th day of February, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael H. Garvey, Trustee of the W. W. Garvey Trust Number Two, dated December 28, 1976, 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.

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



Judith M Terhune
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

Gary E. Rebenstorf, City Attorney

COPY

GRANT OF JOINT ACCESS EASEMENT

THIS GRANT OF JOINT ACCESS EASEMENT made this 14th day of February, 2014, by Michael H. Garvey, Trustee of the W. W. Garvey Trust Number Two, dated December 28, 1976, herein referred to as the Grantor, being the owner of the following described property to-wit:

PARCEL "A"

Lot 1, Block A,
Passivhaus Addition,
Wichita, Sedgwick County, Kansas

and

WHEREAS, the property adjacent to the south line of said Parcel "A" is described as follows:

PARCEL "B"

A tract in the Northeast Quarter of Section 29, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning 716.4 feet south and 700 feet west of the northeast corner of said Section 29; thence South 50 feet; thence east 140 feet; thence north 50 feet; thence west 140 feet to beginning.

and

WHEREAS, a portion of the current driveway for said Parcel "B" encroaches onto said Parcel "A"; and

WHEREAS, Grantor desires to provide a joint access easement (later described as Parcel "C") for the benefit of said Parcel "B" which allows the owner of said Parcel "B" to continue using the current driveway for access to Main Street; and

WHEREAS, Grantor retains the right to place a screening fence and/or wall within said joint access easement as long as said fence or wall does not impede the current access to Main Street from said Parcel "B", and

x

WHEREAS, Grantor also retains the right to approve the relocation and/or reconstruction of the current driveway on said Parcel "A" that may serve Parcel "B" at some time.

NOW THEREFORE, Grantor hereby declares, grants, and covenants the following:

1. Grantor hereby grants to the owners of Parcel "B" the right to use for ingress and egress purposes the joint access easement described as Parcel "C".

PARCEL "C"

That part of Lot 1, Block A, Passivhaus Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southwest corner of said Lot 1; thence N00°00'00"E along the west line of said Lot 1, 30.00 feet; thence N89°35'53"E parallel with the south line of said Lot 1, 20.00 feet; thence S00°00'00"E parallel with the west line of said Lot 1, 30.00 feet to a point on the south line of said Lot 1; thence S89°35'53"W along the south line of said Lot 1, 20.00 feet to the point of beginning.

2. Grantor retains the right to place a screening fence and/or wall within said joint access easement as long as said fence or wall does not impede the current access to Main Street from said Parcel "B".
3. Grantor also retains the right to approve the relocation and/or reconstruction of the current driveway on Parcel "A" that may serve said Parcel "B" at some time in the future.

Such joint access easement shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

It is further contracted and covenanted that such easement shall be for driveway, ingress, and egress purposes and such easement shall not be used for parking purposes or utilized in any manner so as to impede or inconvenience the use of such easement for the purposes herein setforth.

In testimony whereof the undersigned has set his hand this 14 day of FEBRUARY, 2014.

W. W. Garvey Trust Number Two,
dated December 28, 1976

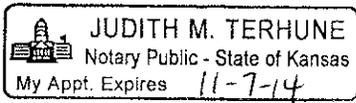
By: Michael H. Garvey, TRUSTEE
Michael H. Garvey, Trustee

2

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 14th day of February, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael H. Garvey, Trustee of the W. W. Garvey Trust Number Two, dated December 28, 1976, 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.

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



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-14)

Approved as to form:

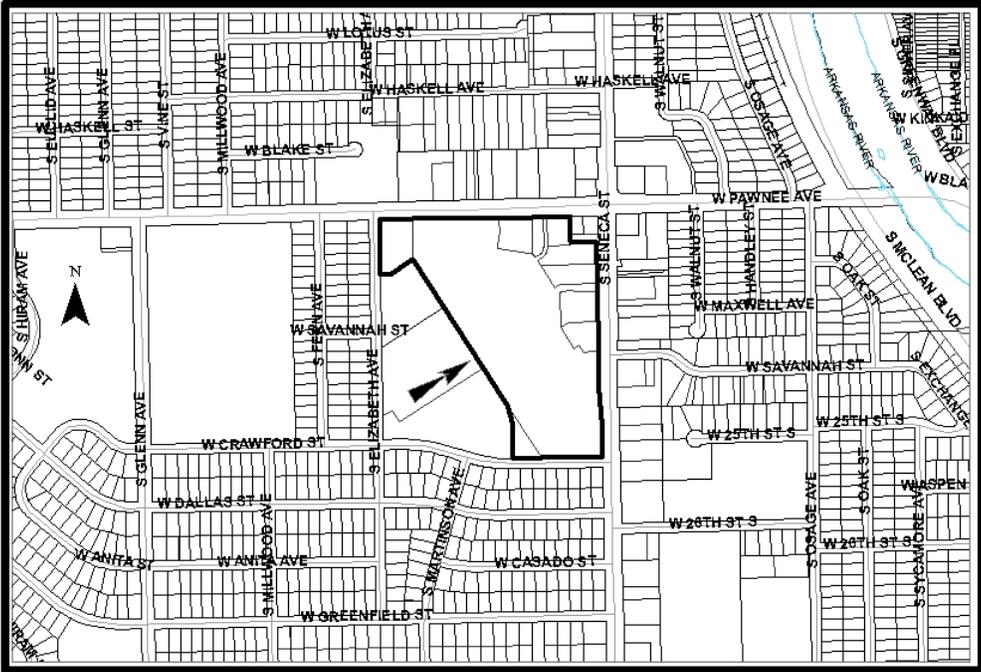
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council
SUBJECT: SUB2013-00047 -- Plat of Westway 2nd Addition located on the south side of Pawnee, on the west side of Seneca (District IV)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)



Background: The site, consisting of 11 lots on 24.61 acres, is zoned LC Limited Commercial. It is a replat of the Westway Addition. The site is subject to the Westway Shopping Center Community Unit Plan (DP-21).

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development. The applicant has submitted a Cross-lot Drainage Agreement as required by Stormwater Management.

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 Notice of CUP and Cross-

lot Drainage Agreement 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: Notice of CUP.
Cross-lot Drainage Agreement.

COPY

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 11th day of FEB, 2014, by Westway Plaza, LLC, a Delaware limited liability company, hereinafter called Declarant.

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

WESTWAY 2ND ADDITION
Lots 1 through 11, Block A

and

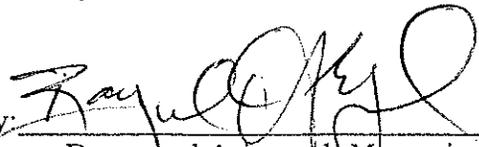
WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the Wichita City Council is on file with the Metropolitan Area Planning Department, known as Westway Shopping Center Community Unit Plan (DP-21).

NOW, THEREFORE, the Declarant wants to make notice that the approved community unit plan has placed restrictions on the use and requirements on the development of the above described real property. The Metropolitan Area Planning Department is located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to said Westway 2nd Addition.

EXECUTED the day and year first written above.

Westway Plaza, LLC

By: 

Raymond Arjmand, Managing Member



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:

On 11th day OF FEB, 2014, before me, Karina Alonso, a Notary Public, personally appeared Raymond Arjmand, Managing Member of Westway Plaza, LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that (he) she/they executed the same in (his) her/their authorized capacity(ies), and that by (his) her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Karina Alonso
Notary Public Signature

((My Appointment Expires: 5/11/2017)

(Seal)



Approved as to form:

Gary E. Rebenstorf, City Attorney

COPY

CROSS LOT DRAINAGE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 11th day of FEB, 2014, Westway Plaza, LLC, a Delaware limited liability company, herein referred to as the Grantor, is the owner of the following described properties, to-wit:

WESTWAY 2ND ADDITION
Lots 1 through 11, Block A

WHEREAS, the Wichita Sedgwick County Planning Commission has required this Cross Lot Drainage Agreement as a condition of approval for the Westway 2nd Addition,

and

WHEREAS, said lots are contiguous to and lie directly adjacent to each other;
and

WHEREAS, said lots presently drain over, across, and through each other by means of an existing storm sewer system and surface drainage.

NOW, THEREFORE, in consideration of the premises:

1. GRANTOR hereby subjects the above-described lots to the following agreement:

That said lots may continue to drain over, across and through each other by means of the existing storm sewer system and surface drainage as necessary in accordance with a final approved drainage plan filed with the City of Wichita.

The agreement hereby established shall run with the land and shall be binding upon and inure to the benefit of the Grantors and all subsequent owners and occupiers of the above-described lots.

EXECUTED the day and year first above written.

Westway Plaza, LLC

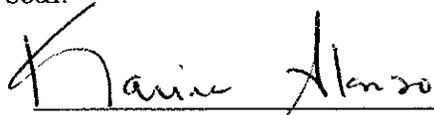
By: 
Raymond Arjmand, Managing Member

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:

On 11th day of FEB, 2014, before me, Karina Alonso, a Notary Public, personally appeared Raymond Arjmand, Managing Member of Westway Plaza, LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature

(My Appointment Expires: 5/11/2017)

(Seal)



Approved as to form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
March 18, 2014

TO: Mayor and City Council
SUBJECT: SUB2013-00048 -- Plat of Campbell's Pond Addition located north of MacArthur, East of Broadway (District III)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)



Background: The site, consisting of two lots on 1.84 acres, is zoned GC General Commercial and SF-5 Single-family Residential.

Analysis: Water service is available to serve the site. Lot 1 of the site has been approved by the City's Environmental Health Department for the use of on-site sanitary sewer facilities. The applicant has provided a Restrictive Covenant to a) provide for the ownership and maintenance responsibilities of the reserves being platted; b) assure that only residential-type wastes would be generated until such time as a municipal sewer system becomes available and c) assure that no development requiring sanitary sewer service will be allowed on Lot 2, Block 1 until public sewer is available. The Restrictive Covenant also contains language agreeing to not protest construction of future sewer improvements. The applicant has provided a Reciprocal Access Agreement.

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 Restrictive Covenant and Reciprocal Access Agreement 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: Restrictive Covenant.
Reciprocal Access Agreement.

COPY

RESTRICTIVE COVENANT

This covenant, executed this 21st day of February, 2014.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Campbell's Pond Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding extending sanitary sewer service to the site, development on the site that would generate sewage waste requiring sewage waste treatment and/or disposal, and maintenance of the reserve; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding maintenance of a reserve and providing for the maintenance of a reserve being platted.

NOW, THEREFORE, the undersigned does hereby subject Campbell's Pond Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. No development shall be allowed on the property that would generate sewage waste unless public sanitary sewer service has been extended to the site; or unless it is determined through soil testing and any other applicable requirements related to the construction and installation of an on-site sewage treatment and disposal system such that a system can be approved by the City of Wichita and permitted and installed; or unless an approved alternative method of sewage collection and disposal (temporary holding tank, portable waste collections system, etc.) is approved and permitted by the City of Wichita.
2. Only domestic sewage and domestic gray water shall drain into a septic system, if a septic system is approved. No wastewater generated from equipment or tool washing, or from commercial or business operations shall drain into the system. No floor drains shall be connected to the system.
3. Only domestic sewage and domestic gray water shall drain into an on-site alternative sewer system, if an on-site alternative sewer system is approved. No wastewater generated from equipment or tool washing, or from commercial or business operations shall drain into the system. No floor drains shall be connected to the system.

4. A sewage holding tank may be approved if determined to suit the needs of the facilities by the City of Wichita Environmental Health or appropriate governing body at time of permit application.
5. Upon issuance of a holding tank permit, the property owner shall enter into a contract with a license septic waste hauler to pump the sewage holding tank and dispose of the waste on a regular basis often enough to prevent overflow of the tank. A copy of the current contract must be furnished to the City of Wichita Environmental Health or appropriate governing body at the time of permit application. The owner shall maintain pumping records including receipts and manifests of disposal and provide them for inspection upon request by the City of Wichita Environmental Health or appropriate governing body at time of permit application.
6. No development requiring sanitary sewer service will be allowed on Lot 2, Block 1, until such lot is served by public sanitary sewer service or until regulations change that would allow development in the future.
7. The 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 Owners' said real property.
8. The reserve located in said Addition shall be owned and maintained by the owner of Lot 1, Block 1 of said Addition.
9. In the event that the Undersigned, or their successors or assigns, shall fail at any time to maintain the Reserve or fail in any manner to fulfill their obligation relating to the Reserve, the City of Wichita may serve a written Notice of Delinquency upon the Undersigned setting forth the manner in which the Undersigned has failed to fulfill its' obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the Reserve from becoming a nuisance, may enter upon said Reserve and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Undersigned may be assessed against the Reserve in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserve. Should the Undersigned, their successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

This covenant runs with the land and is binding on future owners and assigns.

IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this 21st day of February, 2014.

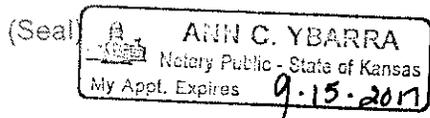
By: Charles M. Campbell
Charles M. Campbell

By: Marilyn E. Campbell
Marilyn E. Campbell

STATE OF KANSAS)
 SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 21st day of February, 20 14, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles M. Campbell and Marilyn E. Campbell, husband and wife, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf.

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



Ann C. Ybarra
Notary Public
My Appointment Expires: 9-15-2017

APPROVED AS TO FORM:

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

COPY

RECIPROCAL ACCESS EASEMENT AGREEMENT

This Reciprocal Easement Agreement made and entered into as of the 25th day of February, 2014, between Gene M. Campbell and Barbara J. Campbell, husband and wife (GB) and Charles M. Campbell and Marilyn E. Campbell, husband and wife (CM).

WHEREAS, GB are the owners of a tract of land described on Exhibit A, attached hereto and incorporated herein, (Parcel A) and;

WHEREAS, CM are the owners of a tract of land described on Exhibit B, attached hereto and incorporated herein, (Parcel B) and;

WHEREAS, GB and CM desires to grant each other and all tenants, business invitees, licensees, employees, and their successors, and assigns, a reciprocal access easement for the ingress and egress over and across a drive lying over common property line of said Parcels A and B.

NOW THEREFORE, in consideration of the mutual covenants, benefits, and agreements hereinafter contained, the parties agree as follows:

1. GB hereby conveys to CM and all tenants and licensees of GB business invitees, licensees, and employees a perpetual non-exclusive easement for the purposes of ingress and egress of vehicular and pedestrian traffic and emergency access across and over the drive on the common property line of said Parcels A and B, as the same may be established and altered from time to time by the owners of said Parcel A.
2. CM hereby conveys to GB and all tenants and licensees of CM invitees, licensees, and agents a perpetual non-exclusive easement for the purposes of ingress and egress of vehicular and pedestrian traffic and emergency access across and over the drive on the common property line of said Parcels A and B, as the same may be established and altered from time to time by the owners of said Parcel A.

IN WITNESS WHEREOF: The owners have signed these presents the day and year first above written.

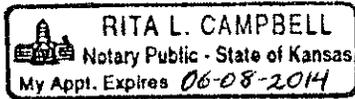
By: Gene M. Campbell By: Barbara J. Campbell
Gene M. Campbell Barbara J. Campbell

STATE OF KANSAS)
SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 25th day of February, 20 14, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Gene M. Campbell and Barbara J. Campbell, husband and wife, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf.

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

(Seal)



Rita L. Campbell
Notary Public

My Appointment Expires: 06-08-2014

Approved as to form:

Gary E. Rebenstorf, Director of Law

EXHIBIT A

The East 419.1 feet of the West 755 feet of the North 366 feet of Government Lot 10, in the Southwest Quarter, of Section 9, Township 28 South, Range 1 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas.

EXHIBIT B

The West Half of the following described tract:

Beginning at a point on the West line of Lot 10, 366 South of the Northwest corner of Lot 10, in the Southwest Quarter of Section 9, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, as established in District Court Case No. 19897; thence South along said West line of Lot 10 a distance of 154 feet; thence East parallel with the North line of Lot 10 to the West bank of the Arkansas River; thence North along the West bank of said River to a point 366 feet south of the North line of Lot 10; thence West to the point of beginning, subject to those portions condemned for State Highway and Flood Control purposes, in Sedgwick County, Kansas, and except the West 296.9 feet of said above described parcel.

And to be known as:

Lots 1 and 2, Block 1, and Reserve A, Campbell's Pond Addition, an addition to Wichita, Sedgwick County, Kansas.

EXHIBIT C

A tract of land lying in the Southwest Quarter, Section 9, Township 28 South, Range 1 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter, thence on a Kansas coordinate system of 1983 south zone bearing of N02°10'23"W, 2313.70 feet to a point 366.08 feet south of the north line of Government Lot 10; thence parallel with the north line of said Government Lot 10, N87°11'10"E 336.10 feet to the POINT OF BEGINNING, said point being the west common corner of two parcels of land recorded on Film 1489, Page 1017 "Parcel A" and DOC.#/FLM-PG: 29030504 "Parcel B"; thence along the west line of said "Parcel A", N02°08'19"W, 43.00 feet; thence S28°50'17"E, 33.38 feet to a point lying 13.00 feet north of the common line to said "Parcels A and B"; thence parallel with and 10.00 feet north of said common line, N87°11'10"E, 315.00 feet; thence N76°22'15"E, 41.21 feet; thence N32°11'49"E, 24.00 feet; thence N87°49'37"E, 35.00 feet; thence S02°10'23"E, 40.00 feet to said common line; thence S79°55'59"W, 55.28 feet; thence S87°10'58"W, 324.19 feet; thence S62°10'38"W, 16.56 feet; thence S87°10'58"W, 10.00 feet; thence S24°17'31"W, 33.89 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 10,203 square feet or 0.234 acres of land, more or less.

Subject to the right-of-way of Topeka Avenue and all covenants and agreements of record.

City of Wichita
City Council Meeting
March 18, 2014

TO: Wichita Housing Authority Board

SUBJECT: 2014 Utility Allowances - Public Housing Program

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority Board (Consent)

Recommendation: Review and approve the 2014 utility allowances for the Public Housing Program.

Background: Housing Authorities are required by the U.S. Department of Housing and Urban Development (HUD) to annually review and make appropriate adjustments to the utility allowances provided for tenant furnished utilities. The allowances are subtracted from the tenant's adjusted gross rent to provide the net amount payable to Public Housing Authorities (PHA) as rent. The utility allowance calculations take into account the unit configuration, number of bedrooms, local climatic data, type of construction, design of the building along with the occupancy count. The allowance for the units is based on the electric, natural gas, water and sewer utility rates published by local utility suppliers.

The Quality Housing and Work Responsibilities Act of 1998 requires an annual review of utility allowances and if there has been a change (increase/decrease) of 10% or more in the utility allowance per unit size the allowance must be revised. Additionally, Title 24 of the Code of Federal Regulations Section 965.505 (e) states that "for systems that offer residents the option to choose air conditioning, the PHA shall not include air conditioning in the utility allowances."

Analysis: The Wichita Housing Authority (WHA) issued a Request for Proposals to identify an entity to conduct a HUD required Five-Year Energy Audit and Utility Allowance Study. EMG Corporation from Hunt Valley, Maryland was awarded the contract for this activity and performed analysis using updated natural gas, electric and water rates. EMG has determined that WHA allowances should be revised according to the outcome of its analysis. However, WHA staff discovered that EMG did not include electric ranges in its assumptions when calculating the utility allowances for each unit size, an assumption which is included in the WHA Section 8 Housing Choice Voucher Program. The allowances listed in the following chart are based on the utilities for which the tenants are responsible and include the allowance for electric ranges which is used by the Section 8 Voucher program. In Greenway and McLean Manors, tenants are responsible for electricity only because the WHA provides heat (through natural gas fueled boilers) and air-conditioning (through chillers) in both high rise buildings.

Based on this information the WHA has developed a utility allowance rate schedule which, on an overall basis, is less than the current schedule.

The following recommended utility allowances for Public Housing rental units are proposed to be effective with annual re-certifications, starting on April 1, 2014.

<u>Location</u>	<u>AMP</u>	<u>Unit Size</u>	<u>Utility Allowances</u>	
			<u>Current</u>	<u>Proposed</u>
Greenway Manor	1	1 BR	\$31	\$37
Greenway Manor	1	2 BR	28	42
McLean Manor	1	1 BR	31	37
McLean Manor	1	2 BR	28	42
Rosa Gragg	2	1 BR	122	97
Bernice Hutcherson	2	1 BR	99	97
Single-family house	3	2 BR	152	149
Single-family house	3	3 BR	174	180
Single-family house	3	4 BR	185	211
Single-family house	3	5 BR	265	252
Single-family house	4	2 BR	152	139
Single-family house	4	3 BR	174	174
Single-family house	4	4 BR	185	220
Single-family house	4	5 BR	265	244
Single-family house	4	6 BR	232	267

Financial Considerations: The impact of the 2014 utility allowance schedule on the WHA budget will be determined by a number of factors, most of which are beyond the WHA's ability to forecast. Tenants paying minimum rent will receive the utility allowance in the form of a check from the WHA, based on their unit size and type. Tenants with higher incomes will have their rent adjusted downward by the utility allowance amount for their unit size and type. Utility allowance calculations are not used for tenants who pay flat rent rather than income-based rent. Staff will make the appropriate adjustments within the budget to address the impact.

Legal Considerations: The Law Department has reviewed and approved the 2014 utility allowances as to form.

Recommendation/Action: It is recommended that the Housing Authority Board review and approve the 2014 utility allowances for the Public Housing Program.

Attachment: None

City of Wichita
City Council Meeting
March 18, 2014

TO: Wichita Airport Authority

SUBJECT: Westar Agreement for Installation of Street Lights
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: New street lights on Midfield Road and replacement street lights on Crossfield Road are part of the street light project approved by the Wichita Airport Authority (WAA) on December 10, 2013.

Analysis: A highly-traveled segment of Midfield Road will have street lights installed where none exist today and Crossfield Road will have lights and cable replaced due to failing infrastructure. Westar is the sole source for installation of street lights and the electrical circuits.

Financial Considerations: This project is funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue. Westar has provided a proposal for the installation of street lights along Midfield Road in the amount of \$26,322.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form. City Code section 2.64.020 allows sole source procurement when items are available only from one vendor or, such as here, from the utility provider.

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

Attachments: Westar Agreement.



P.O. Box 208, Wichita, KS 67201

Customer Charge Order

CO # 104694

Name	Wichita Airport Authority	Date	01/28/2014
Address	2173 S Air Cargo	Cust. Acct. No.	
City	Wichita	State	KS
		ZIP	67209
		Order No./WR	253820

Description	Account		Exp Ct.	I D	Material Code	Quantity	Amount	
	Main	Sub						
Cost to install 4 new black fiberglass st lite poles on Mid Field, south of Crossfield. Change out 6 steel st lites poles on Mid Field, to black fiberglass.							26,322.00	
							0.00	
							0.00	
							0.00	
Total Before Taxes							\$26,322.00	
Planned Installments	One Payment							
Service Address	Wichita Airport							
Bill Type	Bill Firm							
Comments							State Sales Tax	0.00
							City Sales Tax	0.00
							County Sales Tax	0.00
							TOTAL	\$26,322.00

Sold By John Oswald

Received By Shane Price

Please Print Name

Check Attached :

Chk #:

City of Wichita
City Council Meeting
March 18, 2014

TO: Wichita Airport Authority

SUBJECT: Grant of Right of Entry to Sedgwick County for the Improvement of 45th Street North
Colonel James Jabara Airport

INITIATED BY: Office of Property Management

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the granting of the right of entry.

Background: Sedgwick County (County) has a pending project to improve 45th Street North between Webb Road and Greenwich Road. The project requires right of way from several parcels owned by the Wichita Airport Authority (WAA) as part of Colonel James Jabara Airport. The affected land is undeveloped and represents a total of 6.577 acres for right-of-way and 1.747 acres for temporary construction easements.

Analysis: Land released by WAA, for any circumstances, must be approved by the Federal Aviation Administration (FAA) and the approval process is lengthy and time consuming. Staff has been working with the FAA and will continue to do so; however, the road project is scheduled for construction in the spring of 2014. To meet this schedule, utility relocation must be initiated very soon. Approval of the right of entry will allow the County to initiate the road project while the FAA approval process is ongoing. Upon receipt of approval from the FAA, contracts to formally release the parcels and sell the land at the appraised value will be developed. The right of entry requires that this be completed within 24 months. If approval and release does not occur within this time period, the County will be required to remove all improvements from the subject area.

Financial Considerations: The granting of the right of entry has no financial impact. At such time as the release is approved by the FAA, the contracts will be finalized and the land transferred and the sale proceeds will be deposited in the Airport fund.

Legal Considerations: The Law Department has reviewed and approved the right of entry as to form. At the time that the release is approved, the Law Department will be asked to approve the purchase contract as to form.

Recommendation/Action: It is recommended that the WAA approve the right of entry and temporary construction easements and authorize the necessary signatures.

Attachments: Tract maps, right of entry, and temporary construction easements.

**RIGHT OF ENTRY AND
TEMPORARY CONSTRUCTION EASEMENT**

THIS RIGHT OF ENTRY AND TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES, executed and delivered to Sedgwick County, Kansas (hereinafter "County") by Wichita Airport Authority or assigns (hereinafter "Owner").

WITNESSETH:

That for and in consideration of a sum as determined by a real estate appraisal and approved by the Federal Aviation Administration (FAA) to be paid upon receipt of an executed contract from Owners and approval by County (hereinafter "Contract") and other good and valuable consideration, the receipt of which is hereby acknowledged, Owners hereby grant, bargain, sell and convey to County a right of entry and temporary easement in, over, across and upon the following-described tracts of land, to wit:

A parcel of land lying in Wichita, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

See Attached Exhibit F

Said right of entry and easement is to be used for the purposes of construction and improvement of public rights of way, public utilities and associated uses. Said right of entry and easement shall expire following the execution of the Contract and closing thereon with Owner receiving the described compensation and County receiving easement documents as described in the contract.

The purpose of this right of entry and easement is to permit County, its contractors, public utility contractors and others to work on the subject property before the closing of the subject contract. Said closing and payment will provide County with the right, title and interest in the subject property as described in the Contract.

Said right of entry and temporary easement shall expire upon the acceptance and execution of the Contract above described or twenty-four (24) months from the date below inscribed. If the Contract is not executed within the proscribed time, County will cause all improvements placed in or upon the above described land to be removed and said land to be returned to its now current condition.

Executed this _____ day of _____, 2014.

OWNER –
By Direction of the Wichita Airport Authority

Carl Brewer, President

Victor D. White, Director of Airports

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

COUNTY –
Sedgwick County, Kansas

David M. Unruh, Chairman
First District, Board of County Commissioners

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

Robert W. Parnacott, Assistant County Counselor

EXHIBIT F

North line of the South Half of the Southwest Quarter
 S 89°07'02" W 1673.25 (C)
 S 89°06'54" W 1673.25 (R)

Parcel 15a

A portion of the South Half of the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983 North 89°11'56" East along the South line of said Southwest Quarter 60.00 feet; thence North 01°20'30" West parallel with the West line of said Southwest Quarter 25.00 feet to a point lying North 25.00 feet from the South line of said Southwest Quarter and East 60.00 feet from the West line of said Southwest Quarter for the Point of Beginning; thence continuing North 01°20'30" West 90.00 feet to a point lying North 115.00 feet from the South line of said Southwest Quarter; thence South 46°04'17" East 71.05 feet to a point lying North 65.00 feet from the South line of said Southwest Quarter; thence North 89°11'56" East 1400.00 feet; thence South 06°02'57" W 40.29 feet to a point lying North 25.00 feet from the South line of said Southwest Quarter; thence South 89°11'56" West 1444.82 feet to the Point of Beginning containing **1.358 Acre** subject to any easements of record.

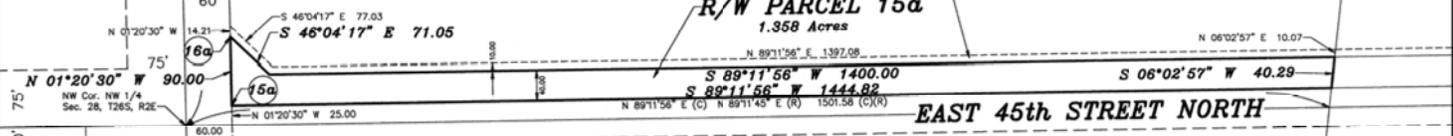
SW 1/4

N 01°20'30" W (C) N 01°20'30" W (R)
1322.86 (C) 1322.73 (R)

N 06°02'57" E 1334.66 (C)
N 06°02'57" E 1334.66 (R)

TEMP. EASEMENT PARCEL 16a
0.338 Acres

R/W PARCEL 15a
1.358 Acres



EAST 45th STREET NORTH

Sec. 28, Lot 2

Parcel 16a

A portion of the South Half of the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983 North 89°11'56" East along the South line of said Southwest Quarter 60.00 feet; thence North 01°20'30" West parallel with the West line of said Southwest Quarter 115.00 feet to a point lying East 60.00 feet from the West line of said Southwest Quarter for the Point of Beginning; thence continuing North 01°20'30" West 14.21 feet; thence South 46°04'17" East 77.03 feet to a point lying North 75.00 feet from the South line of said Southwest Quarter; thence North 89°11'56" East 1397.08 feet; thence South 06°02'57" W 10.07 feet to a point lying North 65.00 feet from the South line of said Southwest Quarter; thence South 89°11'56" West 1400.00 feet; thence North 46°04'17" West 71.05 feet to the Point of Beginning containing **0.338 Acre** subject to any easements of record.

NW 1/4

NORTH WEBB ROAD

**RIGHT OF ENTRY AND
TEMPORARY CONSTRUCTION EASEMENT**

THIS RIGHT OF ENTRY AND TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES, executed and delivered to Sedgwick County, Kansas (hereinafter "County") by Wichita Airport Authority or assigns (hereinafter "Owner").

WITNESSETH:

That for and in consideration of a sum as determined by a real estate appraisal and approved by the Federal Aviation Administration (FAA) to be paid upon receipt of an executed contract from Owners and approval by County (hereinafter "Contract") and other good and valuable consideration, the receipt of which is hereby acknowledged, Owners hereby grant, bargain, sell and convey to County a right of entry and temporary easement in, over, across and upon the following-described tracts of land, to wit:

A parcel of land lying in Wichita, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

See Attached Exhibits A, B, C, D, and E

Said right of entry and easement is to be used for the purposes of construction and improvement of public rights of way, public utilities and associated uses. Said right of entry and easement shall expire following the execution of the Contract and closing thereon with Owner receiving the described compensation and County receiving easement documents as described in the contract.

The purpose of this right of entry and easement is to permit County, its contractors, public utility contractors and others to work on the subject property before the closing of the subject contract. Said closing and payment will provide County with the right, title and interest in the subject property as described in the Contract.

Said right of entry and temporary easement shall expire upon the acceptance and execution of the Contract above described or twenty-four (24) months from the date below inscribed. If the Contract is not executed within the proscribed time, County will cause all improvements placed in or upon the above described land to be removed and said land to be returned to its now current condition.

Executed this _____ day of _____, 2014.

OWNER –
By Direction of the Wichita Airport Authority

Carl Brewer, President

Victor D. White, Director of Airports

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

COUNTY –
Sedgwick County, Kansas

David M. Unruh, Chairman
First District, Board of County Commissioners

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

Robert W. Parnacott, Assistant County Counselor

EXHIBIT A

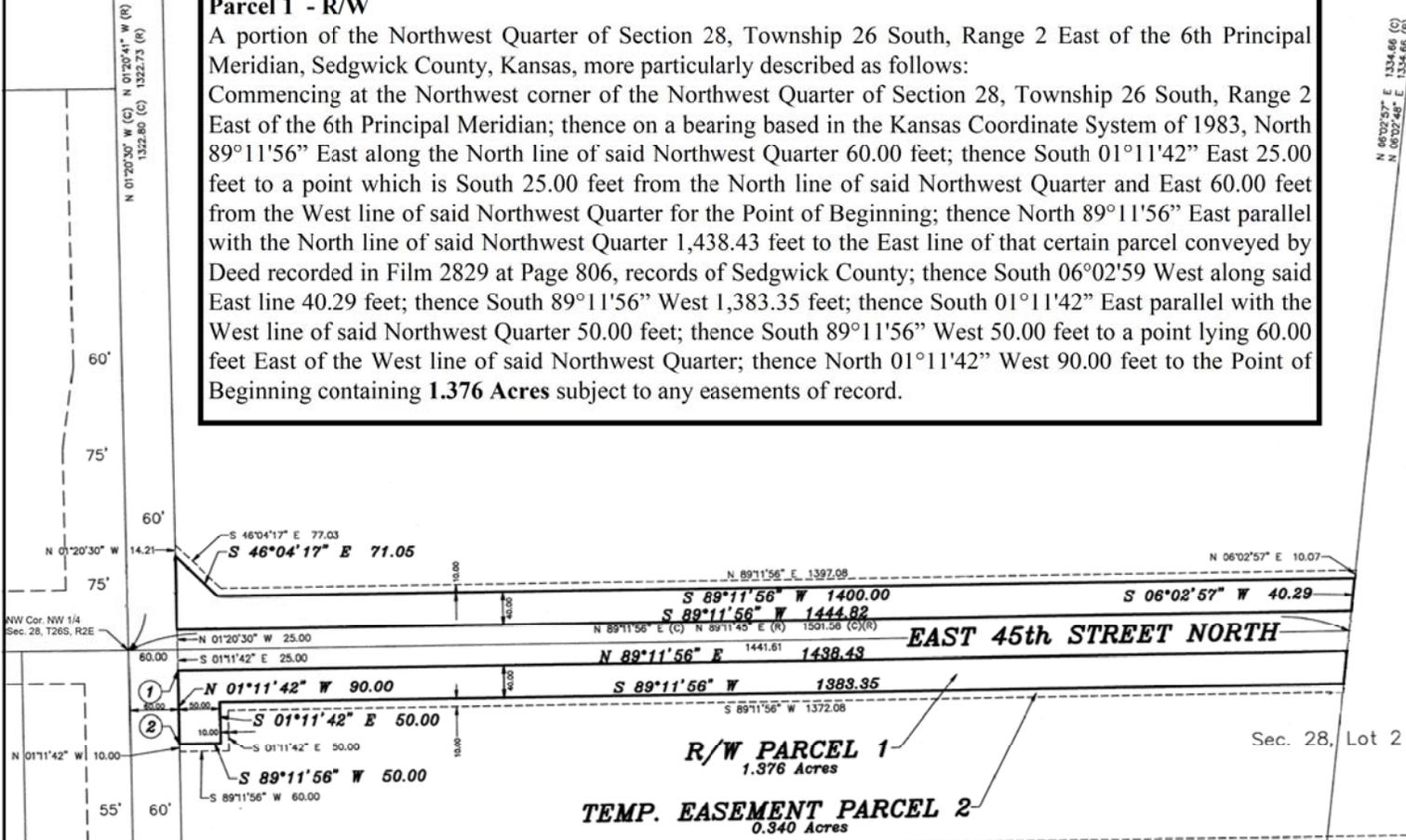
North line of the South Half of the Southwest Quarter
 S 89°07'02" W 1673.25 (C)
 S 89°06'54" W 1673.25 (R)

SW 1/4

Parcel 1 - R/W

A portion of the Northwest Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983, North 89°11'56" East along the North line of said Northwest Quarter 60.00 feet; thence South 01°11'42" East 25.00 feet to a point which is South 25.00 feet from the North line of said Northwest Quarter and East 60.00 feet from the West line of said Northwest Quarter for the Point of Beginning; thence North 89°11'56" East parallel with the North line of said Northwest Quarter 1,438.43 feet to the East line of that certain parcel conveyed by Deed recorded in Film 2829 at Page 806, records of Sedgwick County; thence South 06°02'59" West along said East line 40.29 feet; thence South 89°11'56" West 1,383.35 feet; thence South 01°11'42" East parallel with the West line of said Northwest Quarter 50.00 feet; thence South 89°11'56" West 50.00 feet to a point lying 60.00 feet East of the West line of said Northwest Quarter; thence North 01°11'42" West 90.00 feet to the Point of Beginning containing **1.376 Acres** subject to any easements of record.



Parcel 2 - Temporary Easement

A portion of the Northwest Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983, North 89°11'56" East along the North line of said Northwest Quarter 60.00 feet; thence South 01°11'42" East parallel with the West line of said Northwest Quarter 115.00 feet for the Point of Beginning; thence North 89°11'56" East parallel with the North line of said Northwest Quarter 50.00 feet; thence North 01°11'42" West 50.00 feet to a point lying South 65.00 feet from the North line of said Northwest Quarter; thence North 89°11'56" East 1,383.35 feet to the East line of that certain parcel conveyed by Deed recorded in Film 2829 at Page 806, records of Sedgwick County; thence South 06°02'59" West 10.07 feet to a point lying South 75.00 feet from the North line of said Northwest Quarter; thence South 89°11'56" West 1,372.08 feet to a point lying East 120.00 feet from the West line of said Northwest Quarter; thence South 01°11'42" East 50.00 feet; thence South 89°11'56" West 60.00 feet to a point lying East 60.00 feet from the West line of said Northwest Quarter; thence North 01°11'42" West 10.00 feet to the Point of Beginning containing **0.340 Acre** subject to any easements of record.

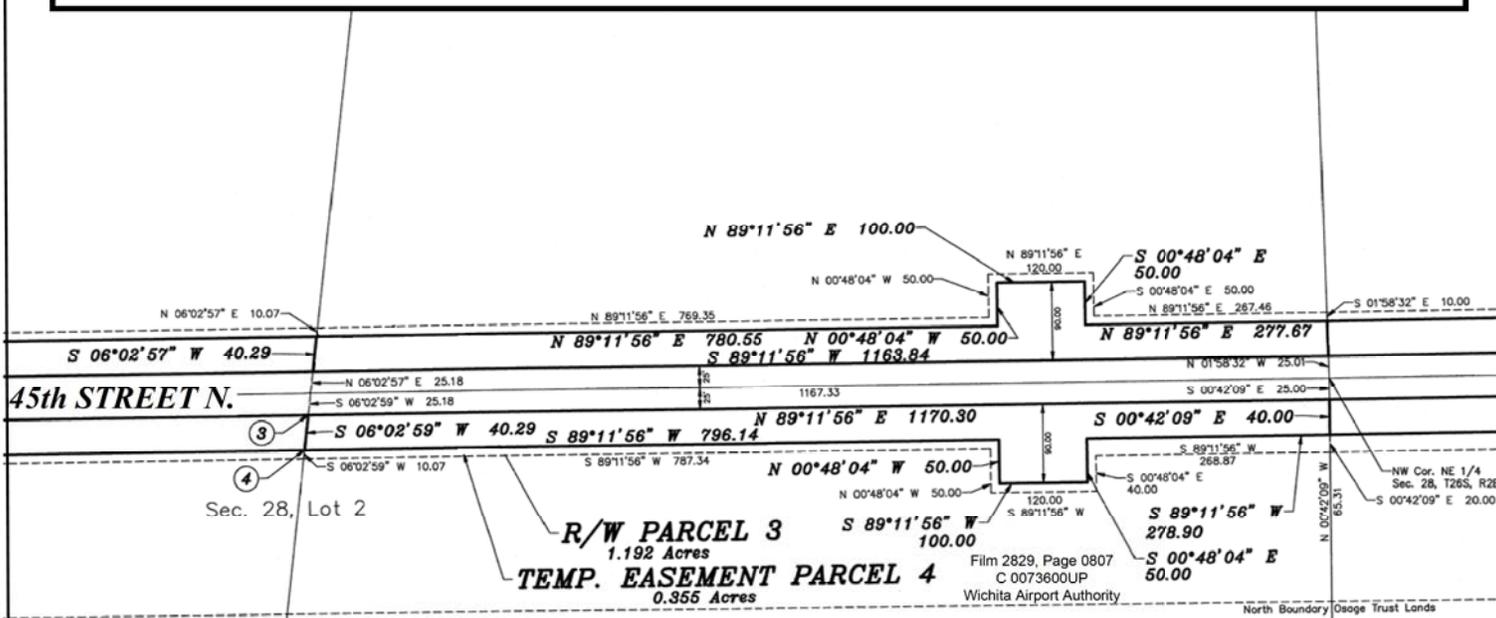
EXHIBIT B

SECTION 21

Parcel 3 - R/W

A portion of the Northwest Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983, North 89°11'56" East along the North line of said Northwest Quarter 1,501.61 feet; thence South 06°02'59" West 25.18 feet to a point lying on the West line of that certain parcel conveyed by Deed recorded in Film 2829 at Page 807, records of Sedgwick County, said point lying South 25.00 feet from the North line of said Northwest Quarter, said point also being the Point of Beginning; thence North 89°11'56" East 1,170.30 feet to a point on the East line of said Northwest Quarter; thence South 00°42'09" East along said East line 40.00 feet to a point lying South 65.00 from the North line of said Northwest Quarter; thence South 89°11'56" West 278.90 feet; thence South 00°48'04" East 50.00 feet to a point lying South 115.00 feet from the North line of said Northwest Quarter; thence South 89°11'56" West 100.00 feet; thence North 00°48'04" West 50.00 feet; thence South 89°11'56" West 796.14 feet to a point on the West line of said certain parcel; thence North 06°02'59" East along said West line 40.29 feet to the Point of Beginning containing **1.192 Acres** subject to any easements of record.



Parcel 4 - Temporary Easement

A portion of the Northwest Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983, North 89°11'56" East along the North line of said Northwest Quarter 1,501.61 feet; thence South 06°02'59" West 65.47 feet to a point lying on the West line of that certain parcel conveyed by Deed recorded in Film 2829 at Page 807, records of Sedgwick County, said point lying South 65.00 feet from the North line of said Northwest Quarter, said point also being the Point of Beginning; thence North 89°11'56" East 796.14 feet; thence South 00°48'04" East 50.00 feet to a point lying South 115.00 feet from the North line of said Northwest Quarter; thence North 89°11'56" East 100.00 feet; thence North 00°48'04" West 50.00 feet; thence North 89°11'56" East 278.90 feet to a point on the East line of said Northwest Quarter; thence South 00°42'09" East along said East line 20.00 feet to a point lying South 85.00 feet from the North line of said Northwest Quarter; thence South 89°11'56" West 268.87 feet; thence South 00°48'04" East 40.00 feet to a point lying South 125.00 from the North line of said Northwest Quarter; thence South 89°11'56" West 120.00 feet; thence North 00°48'04" West 50.00 feet; thence South 89°11'56" West 787.34 feet to a point on the West line of said certain parcel; thence North 06°02'59" East along said West line 10.07 feet to the Point of Beginning containing **0.355 Acre** subject to any easements of record.

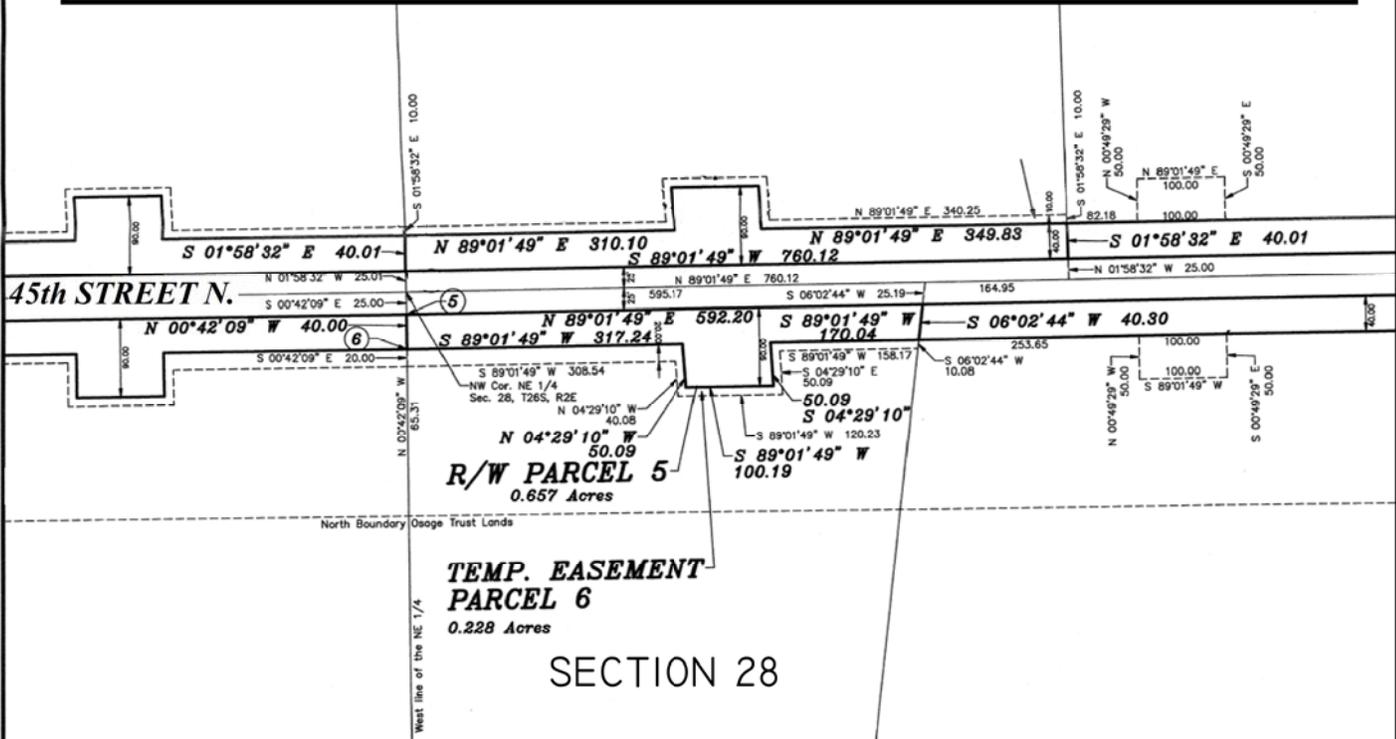
EXHIBIT C

SECTION 21

Parcel 5 - R/W

A portion of the Northeast Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983, South 00°42'09" East along the West line of said Northeast Quarter 25.00 feet for the Point of Beginning; thence North 89°01'49" East parallel with the North line of said Northeast Quarter 592.20 feet to a point on the East line of that certain parcel conveyed by Deed recorded in Film 2745 at Page 48, records of Sedgwick County; thence South 06°02'44" West along said East line 40.30 feet to a point lying South 65.00 feet from the North line of said Northeast Quarter; thence South 89°01'49" West 170.04 feet; thence South 04°29'10" East 50.09 feet to a point lying 115.00 feet South of the North line of said Northeast Quarter; thence South 89°01'49" West 100.19 feet; thence North 04°29'10" West 50.09 feet; thence South 89°01'49" West 317.24 feet to the West line of said Northeast Quarter; thence North 00°42'09" West 40.00 feet to the Point of Beginning containing **0.657 Acre** subject to any easements of record.



SECTION 28

Parcel 6 - Temporary Easement

A portion of the Northeast Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 28, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983, South 00°42'09" East along the West line of said Northeast Quarter 65.00 feet for the Point of Beginning; thence North 89°01'49" East 317.24 feet; thence South 04°29'10" East 50.09 feet to a point lying South 115.00 feet from the North line of said Northeast Quarter; thence North 89°01'49" East 100.19 feet; thence North 04°29'10" West 50.09 feet; thence North 89°01'49" East 170.04 feet to a point on the East line of that certain parcel conveyed by Deed recorded in Film 2745 at Page 48, records of Sedgwick County; thence South 06°02'44" West along said East line 10.08 feet to a point lying South 75.00 feet from the North line of said Northeast Quarter; thence South 89°01'49" West 158.17 feet; thence South 04°29'10" East 50.09 feet to a point lying South 125.00 feet from the North line of said Northeast Quarter; thence South 89°01'49" West 120.23 feet; thence North 04°29'10" West 40.08 feet to a point lying South 85.00 feet from the North line of said Northeast Quarter; thence South 89°01'49" West 308.54 feet to the West line of said Northeast Quarter; thence North 00°42'09" West 20.00 feet to the Point of Beginning containing **0.228 Acre** subject to any easements of record.

EXHIBIT D

SECTION 21

Parcel 13 - R/W

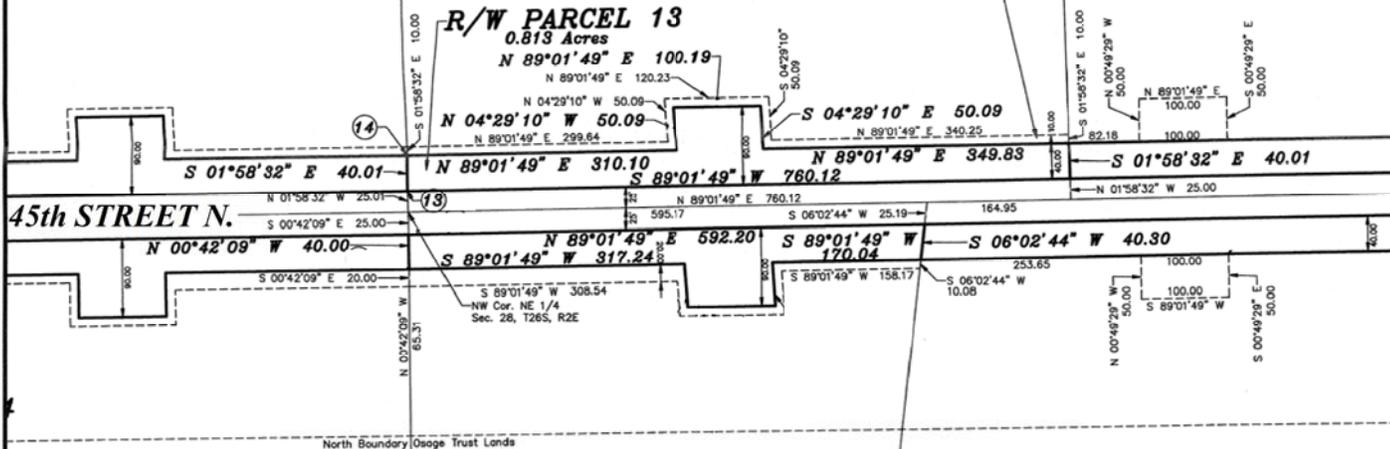
A portion of the Southeast Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983 North 01°58'32" West along the West line of said Southeast Quarter 25.01 feet to a point lying North 25.00 feet from the South line of said Southeast Quarter for the Point of Beginning; thence continuing North 01°58'32" West 40.01 feet to a point lying 65.00 feet North of the South line of said Southeast Quarter; thence North 89°01'49" East parallel with the South line of said Southeast Quarter 310.10 feet; thence North 04°29'10" West 50.09 feet to a point lying North 115.00 feet from the South line of said Southeast Quarter; thence North 89°01'49" East 100.19 feet; thence South 04°29'10" East 50.09 feet; thence North 89°01'49" East 349.83 feet to the East line of that certain parcel conveyed by Deed recorded in Doc. No. 28905664, records of Sedgwick County; thence South 01°58'32" East 40.01 feet to a point lying 25.00 feet North of the South line of said Southeast Quarter; thence South 89°01'49" West 760.12 feet to the Point of Beginning containing **0.813 Acre** subject to any easements of record.

Doc#/Film-Pg: 28905664
PY BA004610001
Wichita Airport Authority

TEMP. EASEMENT PARCEL 14
0.197 Acres

R/W PARCEL 13
0.813 Acres



Parcel 14 - Temporary Easement

A portion of the Southeast Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983 North 01°58'32" West along the West line of said Southeast Quarter 65.02 feet to a point lying North 65.00 feet from the South line of said Southeast Quarter for the Point of Beginning; thence continuing North 01°58'32" West 10.00 feet; thence North 89°01'49" East 299.64 feet; thence North 04°29'10" West 50.09 feet to a point lying North 125.00 feet from the South line of said Southeast Quarter; thence North 89°01'49" East 120.23 feet; thence South 04°29'10" East 50.09 feet; thence North 89°01'49" East 340.25 feet to the East line of that certain parcel conveyed by Deed recorded in Doc. No. 28905664, records of Sedgwick County; thence South 01°58'32" East 10.00 feet to a point lying North 65.00 feet from the South line of said Southeast Quarter; thence South 89°01'49" West 349.83 feet; thence North 04°29'10" West 50.09 feet to a point lying North 115.00 feet from the South line of said Southeast Quarter; thence South 89°01'49" West 100.19 feet; thence South 04°29'10" East 50.09 feet; thence South 89°01'49" West 310.10 feet to the Point of Beginning containing **0.197 Acre** subject to any easements of record.

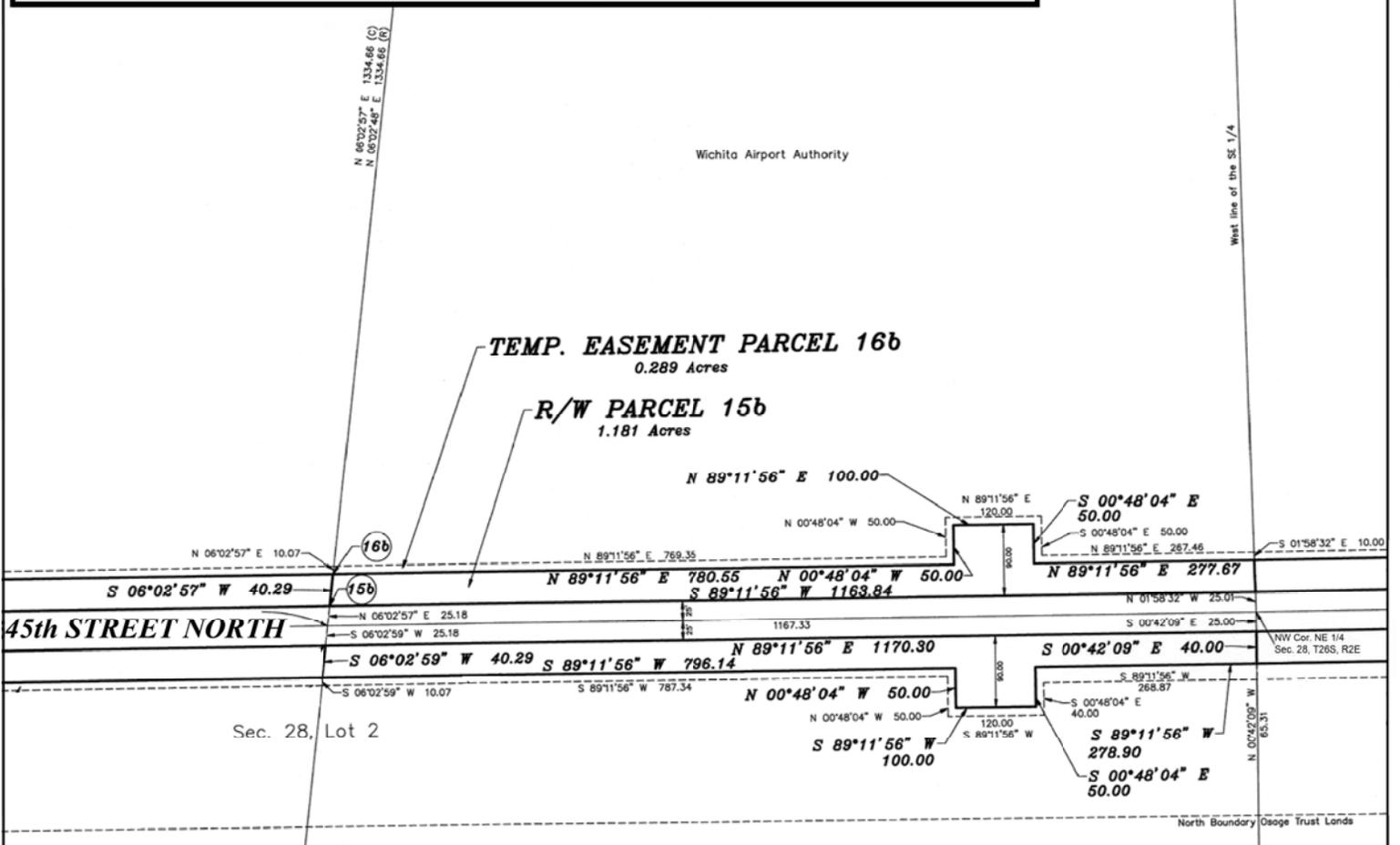
SECTION

EXHIBIT E

Parcel 15b - R/W

A portion of the South Half of the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983 North 89°11'56" East along the South line of said Southwest Quarter 1501.58 feet; thence North 06°02'57" East 25.18 feet to a point lying North 25.00 feet from the South line of said Southwest Quarter for the Point of Beginning; thence continuing North 06°02'57" East 40.29 feet to a point lying North 65.00 feet from the South line of said Southwest Quarter; thence North 89°11'56" East 780.55 feet; thence North 00°48'04" West 50.00 feet to a point lying North 115.00 feet from the South line of said Southwest Quarter; thence North 89°11'56" East 100.00 feet; thence South 00°48'04" East 50.00 feet; thence North 89°11'56" East 277.67 feet to the East line of said Southwest Quarter; thence South 01°58'32" East 40.01 feet to a point lying North 25.00 feet from the South line of said Southwest Quarter; thence South 89°11'56" West 1163.84 feet to the Point of Beginning containing **1.181 Acre** subject to any easements of record.

SECTION 21



Parcel 16b - Temporary Easement

A portion of the South Half of the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th Principal Meridian; thence on a bearing based in the Kansas Coordinate System of 1983 North 89°11'56" East along the South line of said Southwest Quarter 1501.58 feet; thence North 06°02'57" East 65.47 feet to a point lying North 65.00 feet from the South line of said Southwest Quarter for the Point of Beginning; thence continuing North 06°02'57" East 10.07 feet to a point lying North 75.00 feet from the South line of said Southwest Quarter; thence North 89°11'56" East 769.35 feet; thence North 00°48'04" West 50.00 feet to a point lying North 125.00 feet from the South line of said Southwest Quarter; thence North 89°11'56" East 120.00 feet; thence South 00°48'04" East 50.00 feet; thence North 89°11'56" East 267.46 feet to the East line of said Southwest Quarter; thence South 01°58'32" East 10.00 feet to a point lying North 65.00 feet from the South line of said Southwest Quarter; thence South 89°11'56" West 277.67 feet; thence North 00°48'04" West 50.00 feet to a point lying North 115.00 feet from the South line of said Southwest Quarter; thence South 89°11'56" West 100.00 feet; thence South 00°48'04" East 50.00 feet; thence South 89°11'56" West 780.55 feet to the Point of Beginning containing **0.289 Acre** subject to any easements of record.