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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. March 25, 2014

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on March 18, 2014

II. CONSENT AGENDAS (1 THROUGH 19)

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

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

Workshop to follow

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 19)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated March 24, 2014.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2014</u>	<u>(Consumption on Premises)</u>
Richard G Lane	POP-A-TOP**	2804 South Hydraulic
Jose A Garcia	Garcia's Tacos**	2138 North Market
Juan P Reyes	El Jalisco Restaurant**	627 East 47th Street South
Alfred Abdelmasheh	Shesha Lounge**	2628 East 21 North
Jeff Clark	Riverside Tennis Center**	551 Nims

<u>Renewal</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
Ishika Wijeyesekera	Convenience Mart***	2199 North Woodlawn
Andrea Lazenby	Wal-Mart #5873***	4794 East 13th

**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. Consideration of Street Closures/Uses.

- a. Community Events - Step Up for KIDS 5K. (District I)
- b. Community Events - Race for Hope A Final Friday 5K Run. (District VI)

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

5. Agreements/Contracts:

- a. Take or Pay provision on the Wholesale Water Sales Agreement.
- b. Free Fares Project.

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

6. Design Services Agreements:

- a. Supplemental Design Agreement No. 1 for the Eastborough North Water Main Replacement Project. (District I)
- b. Supplemental Design Agreement No. 1 for Improvements to the Pawnee Bridge at the Arkansas River. (Districts III and IV)
- c. Supplemental Design Agreement No. 1 for NewMarket Office Second Addition. (District V)

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

7. Property Acquisition:

- a. Acquisition of a Portion of 11212 and 11516 East Kellogg for the East Kellogg Freeway Project. (District II)

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

8. Minutes of Advisory Boards/Commissions

Historic Preservation Board, February 10, 2014
Board of Electrical Appeals, February 11, 2014
Joint Investment Committee, January 9, 2014
Joint Investment Committee, February 6, 2014
Wichita Public Library, February 18, 2014
Board of Park Commissioners, January 13, 2014
Board of Park Commissioners, February 10, 2014

RECOMMENDED ACTION: Receive and file.

9. Report on Claims for February 2014.

RECOMMENDED ACTION: Receive and file.

10. Eminent Domain Appeal Settlement – 1811 South 135th. (District IV)

RECOMMENDED ACTION: Authorize the settlement of \$861,300 and authorize the payment to the property owner the sum of \$17,700 for the necessary temporary easement.

11. Purchase Option, Envision, Inc. (District III)

RECOMMENDED ACTION: Adopt the resolution approving the Bill of Sale, Termination of Lease Agreement and Special Warranty Deed to convey the property to Envision, Inc. and authorize the necessary signatures.

12. Wichita Bicycle Wayfinding and Safety Strategy Grant Application.

RECOMMENDED ACTION: Approve the submission of the Kansas Health Foundation Healthy Living grant application for the City of Wichita Bicycle Wayfinding System Strategy and Street Safety Strategy.

13. Application for Sewer Service outside the City Limits of Wichita. (District II)

RECOMMENDED ACTION: Approve the application and related petition and consent to annexation, and authorize the necessary signatures.

14. Biosolids Facility Rehabilitation. (District III)

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

15. Biofilter Odor Control Rehabilitation Project at Plant No. 2. (District III)

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

16. Improvements to Parking Garage at 215 South Market. (District I)

RECOMMENDED ACTION: Approve the project using the 550 parking stall plan as the basis for the work, approve the additional funding, approve the amendment to the consultant's contract, adopt the revised bonding resolution and authorize all necessary signatures.

16a. Second Reading Ordinances: (First Read March 18, 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.

17. *SUB2014-00006 -- Plat of Berkeley Square 2nd Addition located on the west side of Greenwich, on the north side of 13th Street North. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and place the Ordinance on first reading.

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

18. *Change Order No. 16 - Airport Systems Integrator - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve Change Order No. 16 and authorize the necessary signatures.

19. *Change Order No. 17 - New Terminal Program - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve Change Order No. 17 and authorize the necessary signatures.

Wichita, Kansas
March 24, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Shirley Rogers, Division Supervisor, 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 17, 2014, were read and on motion approved.

Bids were opened March 21, 2014, pursuant to advertisements published on:

2014 Sanitary Sewer Reconstruction Phase 3 (north of Pawnee, east of Meridian) (468-84939/620703/664008) Traffic to be maintained during construction using flagpersons and barricades. (District IV)

Forshee Plumbing LLC - \$108,602.00

Storm Water Drain #391 to serve The Ranch Addition (south of 21st Street North, west of 159th Street East) (468-84921/751523/485414) Traffic to be maintained during construction using flagpersons and barricades. (District II)

Nowak Construction - \$654,021.95

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/FORESTRY DIVISION: Chapin Park Stone Entrance Features.

Bauer and Son Construction Company Inc.* - \$63,300.00

PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION: Electrical Power System.

Electrical Reliability Services Inc. - \$31,472.00

**PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION:
Zenon Membrane Cleaning.**

Utility Contractors Inc. – 17,721.00

**INFORMATION TECHNOLOGY/INFORMATION SERVICES: Software Upgrade to ADEPT
6.1 Transit Software Suite.**

StrataGen* -\$55,239.00

*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.

Shirley Rogers, Division Supervisor
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL MARCH 25, 2014**

- a. 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) - \$751,160.00
- b. 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) - \$137,000.00
- c. 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) - \$43,000.00

City of Wichita
City Council Meeting
March 25, 2014

TO: Mayor and City Council
SUBJECT: Community Events – Step Up for KIDS (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 Lindsay Smith, SIDS Network of Kansas is coordinating the Step Up for KIDS 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Step Up for KIDS 5K April 12, 2014 7:00 am – 2:00 pm

- South Kansas Street, East Mt. Vernon Street to Park Street
- Park Street, South Kansas Street to South Ash Street
- South Minnesota Street, Park Street to South Ash Street
- South Ash Street, Wilma Street to South Madison Street
- South Madison Street, South Wilma Street to South Wilma Avenue
- East Mt. Vernon Street, South Wilma Avenue to entrance of Linwood Park

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 25, 2014

TO: Mayor and City Council
SUBJECT: Community Events – Race for Hope A Final Friday 5K Run (District 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 Trevor Dormstetter, GoRace is coordinating the Race for Hope A Final Friday 5K Run with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Race for Hope A Final Friday 5K Run April 25, 2014 6:30 pm – 10:30 pm

- St. Francis Street, Third Street to First Street
- Second Street, St. Francis Street to Waco Street
- Water Street, First Street to Third Street
- Waco Street, First Street to Second 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 25, 2014

TO: Mayor and City Council

SUBJECT: Take or Pay Provision on the Wholesale Water Sales Agreement (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Authorize necessary signatures for a letter of agreement that temporarily modifies the wholesale water sales contract between El Paso Water Company, Inc., the City of Derby and the City of Wichita dated June 5, 2001.

Background: The City of Wichita entered into agreement with El Paso Water Company and the City of Derby on June 5, 2001. The contract states that El Paso Water Company agrees to take and pay for or to pay for as tendered, and Wichita agrees to supply, on an annual basis 100 percent of the potable water supplied by El Paso to its domestic, commercial and industrial customer through its existing distribution system.

In October 2013, El Paso Water Company, Inc. approached the City of Wichita to discuss a modification to the take-or-pay provision of the current wholesale water contract.

Analysis: Currently, El Paso Water Company is the only wholesale water contract that has a 100 percent take-or-pay provision. All other wholesale water contracts that have a take-or-pay provision have a 50 percent provision. The City of Wichita is conducting an analysis on the take-or-pay provisions for all wholesale water sales agreement. At this time, no long-term modifications to any take-or-pay provisions are being proposed while the analysis is being conducted. However, in the interim, a temporary modification to the take-or-pay provision is proposed for one year with El Paso Water Company reducing the provision from 100 to 50 percent, which does not penalize for conservation.

Financial Considerations: Based on a typical year of El Paso Water Company's water usage adjusted for growth, there would be no impact to water revenue or rates.

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

Recommendations/Actions: It is recommended that the City Council authorize necessary signatures to temporarily modify the wholesale water sales contract between El Paso Water Company, Inc., the City of Derby and the City of Wichita dated, June 5, 2001.

Attachments: Letter of Agreement.

March 25, 2014

Kathy Sexton
El Paso Water Company, Inc., President
611 Mulberry
Derby, KS 67037

Re: Take or Pay provision on the Wholesale Water Sales Agreement

Dear Ms. Sexton:

In October 2013, you requested that the “take or pay provision” (Article 3.1) on the wholesale water sales agreement be modified between El Paso Water Company, Inc., City of Derby and City of Wichita dated June 5, 2001.

Currently, an analysis is being conducted on the take or pay provisions for all wholesale water sales agreements. At this time, no long-term modifications to the “take or pay provision” is being proposed while the analysis is being conducted after which time modifications to the take or pay provision will be reevaluated.

However, in the interim, the City of Wichita as agreed to reduce the take or pay provision from 100 to 50 percent for the period of January 1, 2014 to December 31, 2014. The El Paso Water Company, Inc. and City of Derby will continue to be bound by all other terms of the wholesale water sales agreement with the City of Wichita.

If this agreement is acceptable, please have the President of El Paso Water Company, Inc. and City of Derby’s governing body counter-sign this letter acknowledging these terms. Please return the signed agreement to Public Works & Utilities – Business Operations 455 N. Main – 8th Floor, Wichita, KS 67202 for updating of your account.

Thank You for your cooperation in this matter.

Kathy Sexton
El Paso Water Company, Inc., President
March 25, 2014

The Board of Directors for the El Paso Water Company, Inc. and the City of Derby accepts the terms of the limited reduction of the take or pay provision from 100 percent to 50 percent for a term of January 1, 2014 to December 31, 2014.

City of Wichita, Kansas

ATTEST:

By: _____

Print Name: _____

Karen Sublett, City Clerk

Date: _____

El Paso Water Company Inc.

By: _____

Print Name: _____

Date: _____

City of Derby, Kansas

By: _____

Print Name: _____

Date: _____

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
March 25, 2014

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

Recommendation: Approve the Free Fares Project, grant submission documents, and agreement. Approve the Cancellation of Agreement for Project No. 175-11.

Background: The City of Wichita has been making an ongoing effort to reduce ozone-forming emissions using a variety of strategies since 2012. One of these strategies developed through a joint effort between the Public Works & Utilities Air Quality Program and Wichita Transit is the Free Fares Project.

The Kansas Department of Transportation (KDOT) finances air quality projects using Congestion Mitigation and Air Quality (CMAQ) funds. Approved CMAQ projects contribute to air quality improvements and provide congestion relief. The 2014 CMAQ funds and the Free Fares Project were included in the Wichita Area Metropolitan Planning Organization (WAMPO) Transportation Improvement Plan (TIP), adopted by the Transportation Policy Body (TPB) on September 10, 2013.

Before proceeding with this project, KDOT has requested that the City formally cancel an old agreement that was signed in 2011 in order to make those grant funds available for the Free Fares Project and other local projects. In 2011, the City entered into an agreement with KDOT to fund a Regional Air Quality Improvement Program project. However, after the City Council approved the resolutions authorizing the grant on September 27, 2011, both parties (KDOT and the City of Wichita) could not come to an agreement on the scope of work and other project details. The project was put on hold for an extended period of time. Air Quality goals and staffing have since been realigned, and the Clean Air Car Clinic project (approved by the City Council on April 23, 2013) and the Free Fares Project are the result of realignment of goals and expectations between the City, WAMPO and KDOT.

Analysis: Staff representatives for the Air Quality Program, WAMPO and Wichita Transit have been working together to identify regional projects that can benefit from CMAQ funding. Free Fares will include free fares during one week in June and free fares on Ozone Alert Days during Ozone Season (April 1 – October 31). Educational programs will be implemented in order to build awareness and increase rider skills so first trips on Wichita Transit are smooth and efficient, increasing the likelihood of repeat ridership. ACT ICT and MOVE 2040 community engagement projects indicated that many Wichitans are interested in alternative modes of transportation and a reliable, efficient bus system.

City staff has prepared the Free Fares Project Scope of Work. In order to submit the Scope of Work to KDOT, Form 1312 is also required. After KDOT approves the Scope of Work and Form 1312, KDOT will draft a project agreement. Once the agreement is signed by City designees, implementation of the Free Fares Project will begin.

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

Staff estimates that \$79,042 will be charged to the CMAQ grant. Expenses are for transit costs, staff, training and education materials, and promotion. Matching funds of \$19,816 have been identified in existing Air Quality and Transit operating budgets. Total project cost will be \$98,858.

Legal Consideration: The Law Department has reviewed and approved the Free Fares Project Scope of Work, Form 1312, and Cancellation of Agreement No. 175-11 as to form.

Recommendation/Actions: It is recommended that the City Council approve the Free Fares Project, grant submission documents, grant agreement, Cancellation of Agreement for Project No. 175-11, and authorize the necessary signatures.

Attachments: Free Fares Project Scope of Work, Form 1312, Free Fares Timeline, Agreement No. 175-11, and Cancellation of Agreement No. 175-11.

PROJECT NO. 87-N-0560-01
REGIONAL AIR QUALITY IMPROVEMENT PROGRAM
CITY OF WICHITA, KANSAS

CANCELLATION OF AGREEMENT

PARTIES: **MICHAEL S. KING**, Secretary of Transportation, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary."

The City of Wichita, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

PURPOSE: The City has requested the Secretary cancel the Original Agreement No. 175-11, Project No. 87 N-0570-01, dated October 19, 2011. The Secretary agrees to cancel the Project.

EFFECTIVE

DATE: The parties mutually agree the Original Agreement has been cancelled as of the date signed by the Secretary or designee.

IN WITNESS WHEREOF, the parties hereto have caused this Cancellation of Agreement to be signed by their duly authorized officers.

ATTEST:

CITY OF WICHITA, KANSAS

CITY CLERK (DATE)

MAYOR

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

(SEAL)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

BY: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

PROJECT NO. 87 N-0560-01

REGIONAL AIR QUALITY IMPROVEMENT PROGRAM

CITY OF WICHITA, KANSAS

A G R E E M E N T

PARTIES: **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

The City of Wichita, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

PURPOSE: The Wichita Area Metropolitan Planning Organization (WAMPO) has been designated by the state of Kansas as the Metropolitan Planning Organization (MPO) for the Wichita metropolitan region. The WAMPO has approved this project which is to be funded by Congestion Mitigation Air Quality (CMAQ) funds. The City agrees to sponsor the project. The Secretary and the City are empowered by the laws of Kansas to enter into Agreements for the development of such projects, and the Secretary is authorized to administer funds for such projects.

PROJECT: The Secretary and City desire to enter into an Agreement for the project, hereinafter referred to as the "Project," which is described as follows:

Regional Air Quality Improvement Program that will consist of developing and implementing three related components, all part of the larger project. The three components in this program proposal are: 1) development and implementation of a "high ozone day" alert system; 2) development and implementation of an outreach program for voluntary air quality improvements for businesses and organizations; and 3) development and implementation of a Public Education and Community Awareness Program.

EFFECTIVE

DATE: The parties in consideration of the premises and to secure the approval of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

ARTICLE I

THE SECRETARY AGREES:

1. He or she is authorized by the U.S. Government to administer Congestion Mitigation Air Quality (CMAQ) funds.

2. The Project shall use federal funds from federal fiscal year (FFY) 2011, consisting of CMAQ funds as allocated by the Secretary to the Project and City funds for the Project.

3. To reimburse the City for eighty percent (80%) of the total actual and eligible costs incurred by the City for the Project, but not to exceed a maximum of \$119,998.00. The Secretary shall not be responsible for the total actual costs that exceed \$149,998.00 for the Project. **The Secretary's maximum reimbursement is subject to any federal reduction in CMAQ funds.** The Secretary further agrees to make partial payments, for amounts not less than \$1,000 and no more frequently than monthly, to the City upon receipt of proper billings and submission of quarterly progress reports.

4. The total cost of the **PROJECT** shall be \$149,998, of which, \$119,998 is provided by the **SECRETARY** from FY 2011 CMAQ federal funds.

5. Any final amount due for the authorized work performed under this Project will be based upon the City's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of the Secretary's Bureau of Fiscal Services.

ARTICLE II

THE CITY AGREES:

1. To be responsible for twenty percent (20%) of the total actual and eligible costs incurred for the Project up to a total of \$149,998.00, and one hundred percent (100%) of the total actual and eligible costs that exceed \$149,998.00 for FFY 2011. Further, the City agrees to be responsible for one hundred percent (100%) of all costs of items found not eligible.

2. To be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the Federal Highway Administration.

3. To submit proper billings and progress reports to the Secretary for amounts not less than \$1,000 and no more frequently than monthly. Further, if a final report is required for the Project, the City agrees to submit such final report to the Secretary before the final payment is made.

4. By acceptance of this Agreement, acknowledge the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The City agrees to refund payments made by the Secretary to the City for items subsequently found to not be eligible for reimbursement by audit. The City further agrees to make such payments to the Secretary within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

5. It shall defend, indemnify, hold harmless, and save the Secretary or his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to

persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City's employees or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

6. To abide by the Special Attachments to this Agreement which are incorporated by reference and made a part of this Agreement.

7. If the City cancels the Project after receiving written approval from the WAMPO Policy Body, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the costs incurred by the Secretary prior to the cancellation of the Project.

8. Upon request by the Secretary, to provide the Secretary an accounting of all actual, major non-participating costs associated with the Project. This will enable the Secretary to report all costs of the Project to the Kansas legislature.

ARTICLE III

THE PARTIES MUTUALLY AGREE:

1. The Secretary's share of the Project's total, actual, and eligible costs will be funded through the federal aid Congestion Mitigation Air Quality (CMAQ) Funds allocated to the Wichita Urbanized Area.

2. The Secretary does not assume any liability in connection with the Project. The City shall reimburse the Secretary for any funds approved for this Project and expended by the Secretary for which the Secretary is not reimbursed by the U.S. Government (Federal Aid CMAQ Funds).

3. To participate and cooperate with the Secretary in an annual audit of the Project. If any such audits reveal payments have been made with federal funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

4. Representatives of the Secretary, if the Secretary deems necessary, may make periodic inspections of the Project and the records of the City as may be deemed necessary or desirable. The City will accomplish or direct or cause its subcontractors to accomplish any corrective action or work required by the Secretary's representatives as needed for federal participation. The Secretary does not undertake (for the benefit of the City, its subcontractors, or any third party) the duty to perform the day to day detailed monitoring of the Project, or to catch any errors, omissions, or deviations from the Project's scope of work by the City or its subcontractors.

5. It is the policy of the Secretary to make any final payments to the City for services related to the Highway program in a timely manner. The Single Audit Standards set forth in Federal

O.M.B. Circular A-133, "Audits of States, Local Governments and Non Profit Organizations" in 49 C.F.R. Part 18 (Common Rule), require an audit be performed by an independent certified public accountant in accordance with these standards. All information audited shall comply with 49 C.F.R. Part 18 (Common Rule).

The Secretary may pay any final amount due for the authorized work performed based upon the City's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The City agrees to refund payment made by the Secretary to the City for items subsequently found to be not eligible for reimbursement by audit.

6. If they have not already done so, the City shall obtain a D-U-N-S number (Dun & Bradstreet Number). A D-U-N-S number can be obtained at the following website: http://www.dnb.com/us/duns_update/.

7. The City agrees it shall maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards.

8. This Agreement is subject to the approval of the Federal Highway Administration.

9. This Agreement shall be construed by the Laws of Kansas.

10. This Agreement and all contracts entered into under provisions of this Agreement shall be binding upon the Secretary and the City.

11. No third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

12. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

13. The Provisions found in Contractual Provision Attachment (Form DA-146a, Rev. 4-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

City of Wichita

Karen Dubbet, Marc 9/28/11
City Clerk (Date)

Lavonta Williams - Vice Mayor
Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf
Gary E. Rebenstorf
City Attorney



Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

6380

By: J. T. Younger 10/18/11 (Date)
Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer



KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with Regulations: The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.
- 9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 13th day of September, 2011.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

PROJECT NO. 87 N-0560-01
REGIONAL AIR QUALITY IMPROVEMENT PROGRAM
CITY OF WICHITA, KANSAS

CANCELLATION OF A G R E E M E N T

PARTIES: **MICHAEL S. KING**, Secretary of Transportation, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary."

The City of Wichita, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

PURPOSE: The City has requested the Secretary cancel the Original Agreement No 175-11, Project No. 87 N-0560-01, dated October 19, 2011. The Secretary agrees to cancel the Project.

EFFECTIVE

DATE: The parties mutually agree the Original Agreement has been cancelled as of the date signed by the Secretary or designee.

IN WITNESS WHEREOF, the parties hereto have caused this Cancellation of Agreement to be signed by their duly authorized officers.

ATTEST:

CITY OF WICHITA, KANSAS

CITY CLERK (Date)

MAYOR

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

(SEAL)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

BY: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

BUREAU OF LOCAL PROJECTS

REQUEST FOR CONGESTION MITIGATION AND AIR QUALITY (CMAQ)

IMPROVEMENT PROGRAM PROJECT

County/City: _____

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

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

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

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

ESTIMATED costs of such improvements are as follows:

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

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

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

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

Recommend for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

County/City Engineer or Administrator

Chairperson/Mayor

ATTEST:

Member

County/City Clerk

Member

Free Fares Project Scope



TITLE: Wichita Free Fares Project

Funding Source: FFY 2014 CMAQ Funds

Project Start Date: April 1, 2014

Project Completion: October 31, 2014

Applicant: City of Wichita

Project Sponsor: Tonya Bronleewe (Air Quality Program)

PROJECT DESCRIPTION: TRAVEL DEMAND MANAGEMENT

Free Fares Project – The City of Wichita would like to host a **Free Fares Week** to increase public awareness and use of the city bus system in an effort to reduce on-road emissions of ozone precursors. Free Fares Week is a week-long event where all passengers get to ride the City buses for free in order to incentivize first-time or non-regular users of public transportation.

The free opportunity to ride the bus will demonstrate the ease and usability of the City Bus System in an effort to create new “regular riders” and especially increase the number riders that choose to ride instead of drive on potentially high ozone days, known as Ozone Alert Days. In Wichita, vehicles contribute 47% of the area’s ozone-forming nitrogen oxide emissions. Every bus rider equals one less on-road vehicle, which reduces ozone causing emissions. **Free Fares Week will take place during the week of June 16-21, 2014, coinciding with National Dump the Pump Day on June 19.**

Training sessions will be given at local businesses and agencies on “how to ride the bus.” It is common in Wichita to avoid riding the bus because of lack of knowledge about the bus routes and how the bus system operates. Through bus driver lead trainings, participants will overcome their uncertainty and learn how to efficiently use bus service for their transportation needs. Bus training participants will be given \$2 ride tickets to use and practice riding the bus. Promotion of Free Fares Week and Free Fares on Ozone Alert Days will be a large part of the training sessions.

As an employee participation incentive, schools and employers of similar size will compete to generate the largest percentage or number of bus riders during Free Fares Week. Winners will receive prizes and will be acknowledged in local press releases and on City social media outlets.

Free Fares Week will be marketed through media releases, Ozone Alert Emails, social media, local groups, directly with local employers, and through emails to Transit, City and other distribution lists. Electronic versions of educational materials will be made available to promote and educate about public transportation logistics for those that cannot attend the live trainings.

The real benefit of Free Fares Week will be improved air quality through increased bus ridership on Ozone Alert Days, helping to keep ozone levels below the national standard of 75 parts per billion (ppb).

The City of Wichita’s Ozone Alert Plan forecasts potentially high ozone days using a persistence model one or two days in advance. When the model predictions prompt staff to declare an Ozone Alert, a notification will go out to the community promoting a **Free Fares Day**. This project will take place during ozone season, April 1 – October 31. Reduced on-road traffic on these potentially high ozone days is critical to keeping our ozone levels safe for sensitive groups. Information and promotion of Free Fares Days will occur via press releases, email alerts that go out to the public who have signed-up, social media and specific communication to local businesses.

MEASUREABLE GOALS

Measurables	Goal
Number of bus training participants	10 trainings, 40-60 per training
Number of bus riders during free fares week*	10% increase from the same week in 2013
Number of “free ride” tickets used during Ozone Season	80% of tickets handed out used from Apr. 1-Oct. 31, 2014
Number of riders on Ozone Alert Days*	5% increase in ridership from the same day in 2013
Highest 8 hour ozone reading on Ozone Alert Days	No exceedence of the 75ppb standard on Ozone Alert Days when Free Fares are available

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

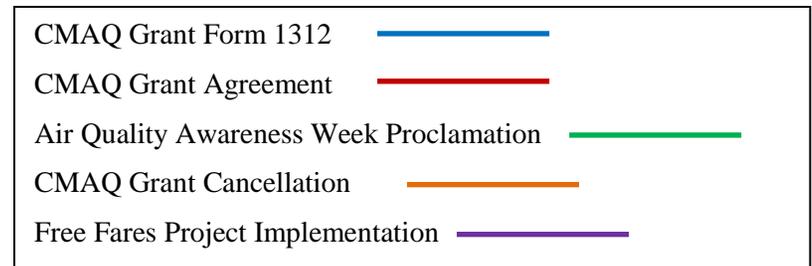
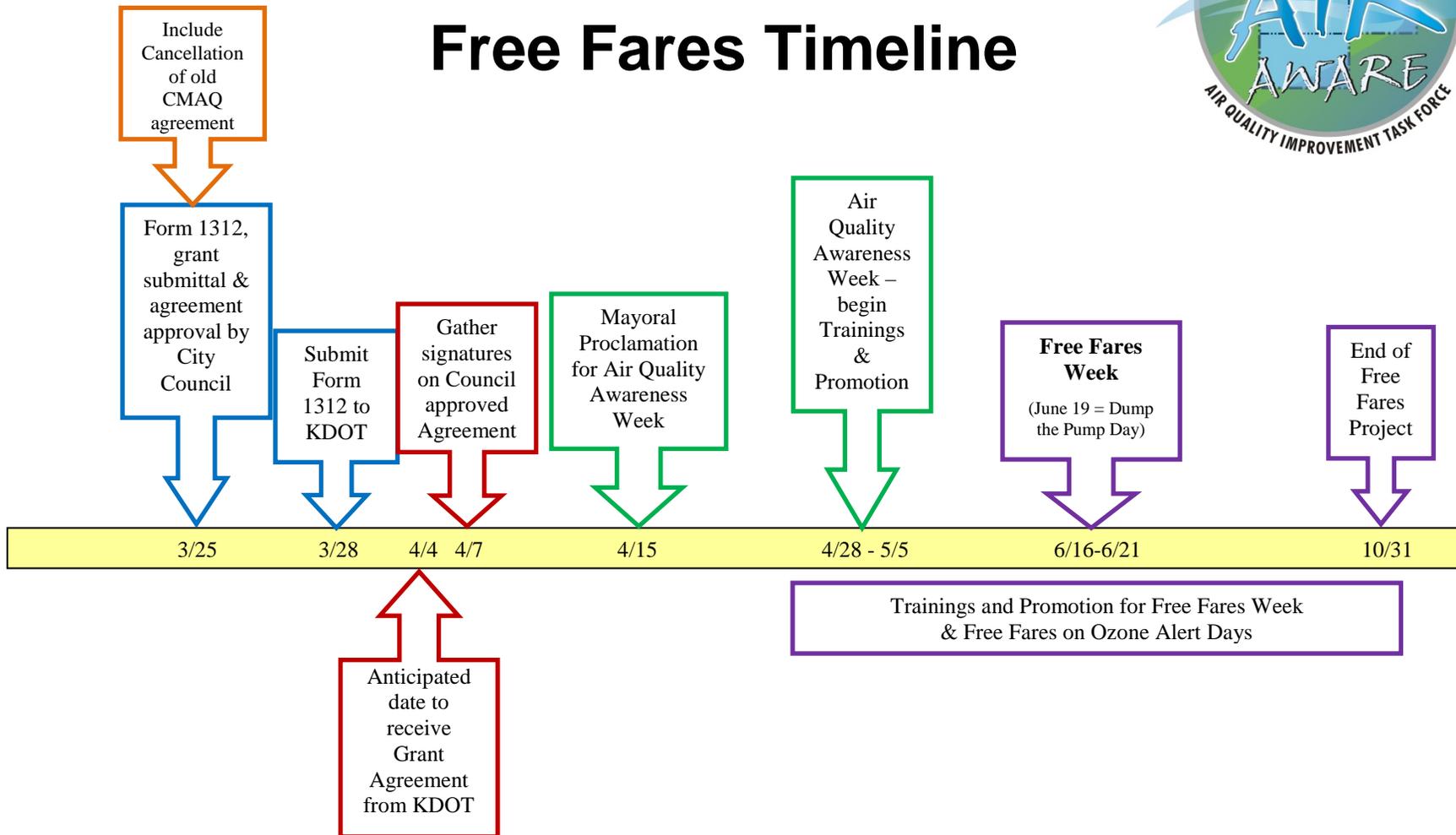
BUDGET

Item Description	Quantity	CMAQ	Local Share	Total
Staff Time	Air Quality Specialist 100 hrs @ \$30.75 Senior Analyst 80 hrs @ \$25.00 Drivers 30 hrs @ \$24.00	\$720.00	\$5,075.00	\$5,795.00
City Administrative Charge		\$2,222.33	\$0.00	\$2,222.33
Free Fares Week*	Covers cost of fares from Monday-Saturday	\$27,000.00	\$5,700.00	\$32,700.00
Free Fares Days*	Average number of high Ozone Days in past 3 years is 8 days x \$5,450/day	\$35,100.00	\$8,500.00	\$43,600.00
Training & Educational Materials	Training and educational materials	\$14,000.00	\$540.87	\$14,540.87
TOTAL		\$79,042.33	\$19,815.87	\$98,858.20

*Costs include an equivalent of what Wichita Transit earned in revenues during the same time period in 2013.



Free Fares Timeline



City of Wichita
City Council Meeting
March 25, 2014

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 1 for the Eastborough North Water Main Replacement Project (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve Supplemental Design Agreement No. 1.

Background: On December 17, 2013, the City Council approved an agreement with MKEC Engineering, Inc. for development of design concepts for the Eastborough North Water Main Replacement project. The concept development fee was \$35,000.

Analysis: The proposed supplemental agreement between the City and MKEC provides for completion of final design plans for the neighborhood water main replacement.

Financial Considerations: The estimated fee for final design work is \$103,250, which brings the total design fee to \$138,250. This total estimated cost is within the range provided by MKEC in the proposal phase. Funding is available within the existing budget. The funding sources are future revenue bond sales and water utility cash reserves, specifically through the Water Utility fund and an allocation in the 2013 Mains for Future Development (W65) budget.

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

Recommendation/Actions: It is recommended that the City Council approve Supplemental Design Agreement No. 1 and authorize the necessary signatures.

Attachments: Supplemental Design Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED NOVEMBER 10, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 10, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **EASTBOROUGH NORTH WATER MAIN REPLACEMENT** (work area is bounded by Douglas, Central, Edgemoor and Armour) (Project No. 448-90610).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement and is hereby amended to include the following:

DESIGN AND PLAN DEVELOPMENT PHASE SERVICES
(see attached for further details)

B. PAYMENT PROVISIONS

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

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

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2014.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name & Title)
Jay Anglemyer, P.E.

ATTEST:

Cynthia A. Womack, Admin. Asst.



February 10, 2014

Ms. Deb Ary
Project Manager, City of Wichita
455 N. Main, 7th Floor
Wichita, KS 67202

Reference: Design Phase Scope and Fee Proposal
Eastborough North Water Main Replacement Project

Dear Ms. Ary:

MKEC is pleased to present this proposal for Design and Plan Development Phase services associated with the water main replacement project in the Eastborough North Neighborhood. This proposal acknowledges that our design will be in compliance with the City of Wichita design standards and construction specifications.

MKEC proposes to perform the duties outlined in the original agreement under the Phase II - Plan Development section of the agreement. MKEC understands the requirements of the agreement and will prepare the plans in accordance with the agreement and with the City of Wichita design standards and construction specifications. The design will generally be based on the concept plans submitted to the City on February 3, 2014.

MKEC proposes fee of \$103,250.00 to perform the Design Phase services outlined above. This will result in a total fee for both Concept and Design Phases of \$138,250.00 which is within the original range presented by MKEC during the proposal phase for this project.

MKEC will submit office check plans to the City for review by June 6, 2014. Final Plans and deliverables will be submitted by August 1, 2014. Thank you for this opportunity to serve the City of Wichita. Please contact me if you wish to discuss this proposal in greater detail.

Sincerely,

MKEC ENGINEERING, INC.

Jay Anglemeyer, P.E.

City of Wichita
City Council Meeting
March 25, 2014

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 1 for Improvements to the Pawnee Bridge at the Arkansas River (Districts III and IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve Supplemental Design Agreement No. 1.

Background: On August 24, 2010, the City Council approved an agreement with MKEC Engineering Consultants (MKEC) for development of a design for rehabilitation of the Pawnee Bridge at the Arkansas River. The design fee was \$71,500. The City Council approved the design concept on March 4, 2014.

Analysis: The proposed supplemental agreement between the City and MKEC provides for design revisions for rehabilitation of the bridge and associated improvements. The project was originally designed for two phases of rehabilitation to allow two-directional traffic to continue to use the bridge during construction. This strategy was revised and construction will now be completed in a single phase. While the bridge will be closed for the duration of construction, the revised strategy reduces costs by at least \$500,000, shortens construction time, extends the life of the bridge by at least 20 years, and ultimately provides a safer bridge for the traveling public.

Financial Considerations: The estimated cost of the revised design work is \$28,830, which brings the total design fee to \$100,330. Funding is available in the existing budget, which is funded by General Obligation bonds and was approved by the City Council on March 4, 2014.

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

Recommendation/Actions: It is recommended that the City Council approve Supplemental Design Agreement No. 1 and authorize the necessary signatures.

Attachments: Supplemental Design Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 24, 2010

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 24, 2010) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the **PAWNEE BRIDGE AT ARKANSAS RIVER** (Project No. 472-84922).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement and is hereby amended to include the following:

Revise plans to include complete bridge closure during construction to reduce costs and shorten construction time (see attached for further details).

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the additional professional services as outlined in this supplemental agreement will increase the total contract by **\$28,830.00.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2014.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name & Title)

Jay Anglemyer, P.E.

ATTEST:

Cynthia A. Womack, Admin. Asst.



February 12, 2014

Mr. Gary Janzen, P.E.
City Engineer, City of Wichita
455 N. Main, 7th Floor
Wichita, KS 67202

Reference: Proposal for Supplemental Design Fees
Project No. 472-84922; Pawnee Bridge across the Arkansas River

Dear Mr. Janzen:

Per the City's request, MKEC agrees to a change in design scope for the project noted above.

The current project scope is for the design of various bridge rehabilitation activities to prolong the life of the bridge and provide associated improvements to and near the bridge. One of the rehabilitation strategies being designed as part of the project is the reconstruction of the concrete abutments at each end of the bridge. It is evident that the abutments have been allowed to bend inward due to a lack of resistance against bending caused by the loss of soil material around the abutments. Since the bridge is constructed with the abutments integral with the concrete deck and beams, a portion of the deck and superstructure will need to be removed and reconstructed as part of the abutment reconstruction.

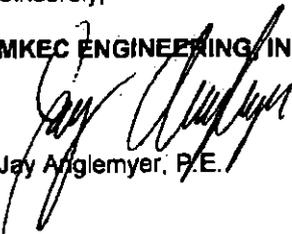
Although the proposed reconstruction of the abutments will provide additional life to the bridge, MKEC has discovered the bridge will not provide a desirable load rating when analyzed using current load rating standards. As a result, MKEC has proposed a different design strategy that will result in nearly the same added life to the bridge but will cost significantly less than the initial design. The City is requesting that MKEC proceed with this design strategy.

The project to date has been designed to be constructed in two phases, allowing two-directional traffic to use the bridge throughout construction as is typical on City projects. In an effort to further reduce construction costs, the City is requesting MKEC to alter the design to close the bridge completely to allow construction to be completed in a single phase. Doing so will reduce construction costs, shorten construction time and reduce liability.

MKEC proposes a supplemental fee of \$28,830.00 to perform these design changes. MKEC estimates implementing these changes will reduce construction of the project by a minimum of \$500,000 and as much as \$1,000,000 and will maintain the life of the bridge for a minimum of 20 years.

On behalf of MKEC, it has been a pleasure to work with you on this project. This is a project that I will be personally proud of upon completion of construction. Please contact me to discuss this proposal in greater detail.

Sincerely,

MKEC ENGINEERING, INC.

Jay Anglemeyer, P.E.

City of Wichita
City Council Meeting
March 25, 2014

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 1 for NewMarket Office Second Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Design Agreement No. 1.

Background: On June 7, 2011, the City Council approved an agreement with Professional Engineering Consultants (PEC) for design of a storm water drain to serve NewMarket Office Second Addition. Construction began in August 2011 and was completed in January 2012. Two retention ponds were constructed as part of the storm water drain improvements. Prior to construction of the ponds, the Federal Emergency Management Agency (FEMA) had designated the area as being in a floodplain on the current FEMA Flood Insurance Rate Map (FIRM).

Analysis: The developer has requested PEC complete a Letter of Map Revision, which involves survey work that will cover the limits of the retention pond embankments and outfall structures. Additionally, PEC will analyze data, including hydraulic models for conditions prior to and after construction of the ponds. From this work, PEC will provide reports and supporting documentation as required by FEMA to assist the developer in requesting a formal revision of the FIRM for the affected area, which will bring much of the property out of the designated floodplain. Supplemental Agreement No. 1 has been prepared to authorize the additional work.

Financial Considerations: The approved design fee to date is \$55,000. The cost of the additional services is \$15,000, bringing the total design fee to \$70,000. The funding source is special assessments and is available in the existing approved budget.

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

Recommendation/Action: It is recommended that the City Council approve Supplemental Design Agreement No. 1 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JUNE 7, 2011

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated June 7, 2011) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the STORM WATER DRAIN NO. 376 SERVING NEWMARKET OFFICE 2ND ADDITION (Project No. 468 84753 751498).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensations (as revised therein).

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Survey and map the area to meet FEMA requirements
(see attached Scope of Services).**

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **\$15,000.00.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this ____ day of _____, 2014.

BY THE ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Michael D. Kesley, P.E.
Principal

ATTEST:

Reference: Newmarket Office Stormwater Drain Petition
FEMA LOMR Application
PEC Project No. 35-13799

The Scope of Services and Financial Fee to the City of Wichita (Client) is to prepare and submit to FEMA a request to revise a portion of the City of Wichita's FEMA Flood Insurance Rate Map in the area of the Newmarket Office development on 29th Street, hereinafter called the PROJECT. The services proposed by PEC are defined in Paragraph A.

A. Scope of Services

1. Surveying:

- a. Survey the limits of the constructed retention pond embankments and outfall structures.

2. Hydraulic Analysis:

- a. Provide hydraulic analyses and prepare supporting documents in accordance with guidelines defined by FEMA MT-2 forms requesting a Letter of Map Revision (LOMR) from FEMA to revise a portion of the floodplain defined for the Community's current FEMA Flood Insurance Rate Map panel Nos. 20173C0326F and 21073C0330F, effective date March 12, 2103.

Hydraulic models for two scenarios must be developed:

- i. An Existing Conditions HEC-HMS model. The current conditions computer model created by PEC in the Hydraulic analysis of the current floodplain maps of the area for the City of Wichita will be used. The previous computer model filed with FEMA was required to exclude these two retention ponds since at the time of the city's LOMR application the ponds were not constructed.
- ii. A Corrected Effective HEC-HMS model. Amend the stormwater computer model of the Cadillac Lake drainage basin used in the creation of the current floodplain maps of the area for the City of Wichita. This model amendment will incorporate the already constructed retention ponds on the property.

3. Mapping:

Develop a topographic work map of the area using the city's LiDAR contour mapping superimposed with the constructed layout of the retention ponds on the property that have already been constructed. This map will reflect the revised limits of the 100-year floodplain within the banks of the constructed retention ponds.

4. Meetings:

A LOMR application review meeting will be held at the CLIENT's office. Once preliminary revised floodplain maps have been developed, meet with the CLIENT and City to review the preliminary LOMR before submitting the request to FEMA.

5. LOMR Application:

- a. Prepare a FEMA LOMR application for the PROJECT. Submit MT-2 forms, and supporting technical data to FEMA to update applicable portions of the City of Wichita's FIRM maps. This will be a revision to the city's LOMR report for the Cadillac Lake

drainage area that includes the Newmarket Office site development. The LOMR application fee will be the responsibility of the CLIENT.

- b. Prepare a newspaper advertisement for the client to schedule publication as required.
 - c. Prepare letters for the client to mail to adjoining landowners that would be affected by the project.
6. Expenses.
- a. Reimbursable expenses such as transportation will be invoiced.

B. Responsibility of CLIENT:

- 1. Provide or arrange access to property owned by CLIENT for field survey crews, if required.
- 2. Attend meetings with the City (or possibly FEMA representatives) if required or requested.
- 3. The CLIENT will pay any applicable fees to FEMA associated with the LOMR request, anticipated for this PROJECT to be \$5,000.

C. Exclusions:

The following items, which may be required for the referenced PROJECT, shall be specifically excluded from the Scope of Services to be provided by PEC.

- 1. Fees to FEMA, or to any other agencies required to receive a LOMR.
- 2. Submittals of technical data to any agency or authority other than FEMA.
- 3. Development of hydraulic models to consider “Proposed Conditions” scenarios. The LOMR will be based on surveyed and LiDAR data in existence during the development of the Existing Conditions Hydraulic Model.

D. Payment Provisions:

PEC will provide the Scope of Service outlined above per PEC’s Standard Hourly Rate with an estimated not to exceed limit of \$15,000, plus expenses.

Engineering	\$ 10,000
Surveying	<u>\$ 5,000</u>
Estimated Total	\$ 15,000

E. Time of Performance:

PEC proposes to begin work on PROJECT within 10 days following receipt of an executed copy of this Agreement and to complete the Scope of Services in accordance with a mutually agreed schedule exclusive of any delays beyond the control of PEC.

This letter and the "Standard Conditions" attached hereto comprise the entire Agreement between the CLIENT and PEC. They may be altered only by Supplemental Agreement.

Thank you for contacting us to provide professional services on the subject PROJECT. Should you have questions or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Joe Hickle, P.E.
Project Manager

CITY OF WICHITA
City Council Meeting
March 25, 2014

TO: Mayor and City Council

SUBJECT: Acquisition of a Portion of 11212 and 11516 East Kellogg for the East Kellogg Freeway Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: City staff has been instructed to pursue purchases on an opportunity basis or to preserve the corridor along East Kellogg to K-96. Corridor preservation occurs when development or redevelopment is planned in the corridor that will significantly impact future acquisition costs. The site at the northeast corner of Kellogg and Greenwich is such a site. The total assemblage has 15.125 acres and is developed with a multiple brand auto sales complex.

Analysis: The planned expansion of Kellogg will require land from the west and south sides of the site for road improvements. This will virtually eliminate any display area around the main building and impact internal traffic flow for the site. The damages to the site were appraised at \$5,800,000. There are two buildings, totaling 43,582 square feet, primarily impacted by the required right of way although the acquisition area is not into the structures. If these two buildings are included in the acquisition, the appraised value increases to \$7,800,000. The owners accepted these amounts and gave the City the option of acquiring only the needed land or the land and impacted improvements at appraised value. The acquisition option does not have to be exercised until January 2018. When it is time to exercise the option, the decision as to what to be acquired will be brought back to Council for a decision. The City will make annual payments to preserve the option. The first payment is \$1,000,000 due at closing with \$500,000 payments due annually thereafter. The owner will occupy the property and be responsible for all costs until the option is exercised.

Financial Considerations: A budget of \$7,900,000 is requested. This includes \$7,800,000 for the acquisition assuming the improvements are acquired and \$100,000 for the closing costs and other administrative costs. The funding source is Local Sales Tax (LST).

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.

REAL ESTATE AGREEMENT

THIS REAL ESTATE AGREEMENT (this "Agreement") is made and entered into this _____ day of March, 2014, by and among **WI ENTERPRISES, L.P.**, a Kansas limited partnership ("WI Enterprises"), **HD REALTY, L.C.**, a Kansas limited liability company ("HD Realty"), and the **CITY OF WICHITA**, a municipal corporation of the State of Kansas ("City").

WITNESSETH:

WHEREAS, WI Enterprises and HD Realty (collectively referred to as the "Owners") are the owners of certain real property located at 11212 and 11220 East Kellogg Avenue, Wichita, Kansas 67207 and the adjacent frontage property on East Kellogg Avenue immediately east of such property to South Ellson Street (the "Option Property", as further described below);

WHEREAS, City desires to acquire an option to purchase one or more parcels of the Option Property from Owners; and

WHEREAS, Owners desire to grant an option to City to purchase the Option Property.

NOW THEREFORE, in consideration of the premises, obligations, mutual covenants, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 OPTION

1.1 Grant. Owners hereby grant to City an option to purchase the following real property upon the terms set forth below (the "Option"):

- a. the right of way properties owned by Owners described in Exhibit A, including all improvements located thereon, if any, and all rights and appurtenances thereto (the "Right of Way"); or
- b. the real property owned by WI Enterprises collectively described in Exhibit B, including all buildings and improvements located thereon, and all rights and appurtenances thereto (the "Improved Property") and the Right of Way.

The properties set forth in subsections 1.1(a) and (b) above shall hereafter be referred to collectively as the "Option Property."

1.2 Option Consideration. City shall pay to Owners as consideration for the Option the sum of Three Million Dollars (\$3,000,000.00) (the "Option Consideration"). City shall pay the Option Consideration to Owners as follows:

- a. One Million Dollars (\$1,000,000.00) simultaneously with the execution of this Agreement, payable \$860,000.00 to WI Enterprises and \$114,000.00 to HD Realty;
- b. Five Hundred Thousand Dollars (\$500,000.00) on or before January 15, 2015, payable \$443,000.00 to WI Enterprises and \$57,000.00 to HD Realty;
- c. Five Hundred Thousand Dollars (\$500,000.00) on or before January 15, 2016, payable \$443,000.00 to WI Enterprises and \$57,000.00 to HD Realty;
- d. Five Hundred Thousand Dollars (\$500,000.00) on or before January 15, 2017, payable \$443,000.00 to WI Enterprises and \$57,000.00 to HD Realty to HD Realty; and
- e. Five Hundred Thousand Dollars (\$500,000.00) on or before January 15, 2018, payable \$443,000.00 to WI Enterprises and \$57,000.00 to HD Realty.

1.3 Exercise. City shall exercise the Option by providing written notice to Owners on or before January 15, 2018 (the "Option Notice") setting forth City's election to exercise either (i) the purchase of the Right of Way, or (ii) the purchase of the Right of Way and the Improved Property. If City fails to timely exercise one of the foregoing elections in the Option Notice, City shall be deemed to have elected to purchase only the Right of Way. When City exercises the Option, City shall thereafter be obligated to purchase the applicable property upon the terms set forth in Section 2 hereof. The election or deemed election shall be irrevocable and binding upon the parties.

1.4 Exercise Price. The "Exercise Price" shall be (i) Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) if City elects to purchase the Right of Way, and (ii) Four Million Eight Hundred Thousand Dollars (\$4,800,000.00) if City elects to purchase the Right of Way and the Improved Property.

1.5 Affidavit of Equitable Interest. City shall have the right to file, at its sole cost and expense, the affidavit of equitable interest substantially in the form attached hereto as Exhibit C.

SECTION 2 PURCHASE TERMS

2.1 Property. Owners agree to sell and convey to City by special warranty deeds, and City agrees to purchase from Owners, as the case may be, the applicable Option Property that City elects, or is deemed to have elected, to purchase pursuant to Section 1.3 (the "Purchased Property").

2.2 Payment of Exercise Price. If the City elects to purchase only the Right of Way, City agrees to purchase the Right of Way and to pay the \$2,800,000.00 Exercise Price as consideration for the conveyance to City of the Purchased Property as follows: \$2,480,000.00 to WI Enterprises and \$320,000.00 to HD Realty. If the City elects to purchase the Right of Way and the

Improved Property, City agrees to purchase the Right of Way and the Improved Property and to pay the \$4,800,000.00 Exercise Price as consideration for the conveyance to City of the Purchased Property as follows: \$4,480,000.00 to WI Enterprises and \$320,000.00 to HD Realty. The Exercise Price shall be due and payable in immediately available funds at the Closing (as hereinafter defined), subject to prorations and adjustments set forth in this Agreement.

2.3 Closing. The closing of the purchase of the Purchased Property shall take place on or before January 15, 2019, or at such time as determined in accordance with Section 3.5 (the "Closing"), in Wichita, Kansas at the offices of Klenda Austerman LLC, 301 N. Main, Suite 1600, Wichita, Kansas 67202, at a time to be agreed upon by the parties, or on such date and at such location as mutually agreed to by the parties. WI Enterprises and HD Realty, as the case may be, shall deliver to City at the Closing (i) a special warranty deed for the Purchased Property as set forth in Exhibit F, (ii) all keys and access codes relating to the Purchased Property, and (iii) any and all insurance proceeds, if applicable, pursuant to Section 3.5; such deliveries shall constitute delivery of possession of the Purchased Property to City.

2.4 Real Estate Taxes.

- a. All ad valorem taxes due in the year of Closing shall be adjusted and prorated as of the date of Closing. Taxes shall be prorated for the tax year in which the Closing occurs on the basis of taxes levied, or if the taxes for the year of Closing are not known as of the date of Closing, then such taxes shall be prorated using the most recent assessed value of the Purchased Property and the mill levy for the preceding year. If the taxes for the year of Closing are not known as of the date of Closing, then subsequent to Closing, at such time as the actual amount of such taxes for the year in which the Closing occurs has been determined, the proration of such taxes as of the date of Closing shall be recalculated using the actual tax figures, and upon written demand Owners shall pay to City their respective share of the amount of any underpayment or City shall refund to Owners their respective share of the amount of any overpayment. The re-proration obligations set forth in this paragraph shall survive the Closing and shall continue to be enforceable.
- b. If the Property is part of a larger tax parcel, then the portion of ad valorem taxes and special assessments which shall be allocated to the Purchased Property, for the purpose of proration, shall equal the product obtained by multiplying the tax figure for the larger parcel a fraction, the numerator of which is the number of square feet of land contained within the Purchased Property and the denominator of which is the total number of square feet of land within the larger tax parcel. If the applicable governmental authority does not create a new tax parcel for the Purchased Property for the tax year in which the Closing occurs, then City and Owners agree that they shall each pay their proportionate share of the taxes and special assessments for the tax year in which the Closing occurs, determined as provided in this paragraph, before such taxes and assessments become delinquent. The provisions of the

immediately preceding sentence shall survive the Closing and shall continue to be enforceable.

2.5 Personal Property. Owners shall remove all of their personal property from the Purchased Property prior to the date of Closing.

SECTION 3 USE OF THE PROPERTY

3.1 Use. Owners shall have the right to continue to use their respective share of the Option Property until the Closing for any lawful purpose. Owners may lease their respective share of the Right of Way and/or Improved Property to any person or entity in their sole discretion so long as the terms of such leases do not conflict with Owners' obligations under this Agreement. Owners may make such alterations to the improvements located on their respective share of the Option Property (the "Improvements") as each Owner deems necessary or convenient for such use, so long as such alterations do not constitute waste. City shall not have any right to use the Option Property prior to the Closing. Owners shall be entitled, at their sole cost and expense, to remove any and all of their fixtures from the Option Property, prior to the Closing.

3.2 Maintenance. Subject to Section 3.5 Owners shall maintain their respective share of the Option Property at their sole cost and expense in the condition such property is in as of the date of this Agreement, ordinary wear and tear excepted.

3.3 Insurance.

- a. WI Enterprises shall at all times from the date of this Agreement to the Closing (the "Option Term") carry, at its own expense, one or more policies of general public liability and property damage insurance, issued by its current insurer or successor thereto, or an insurer of comparable standing in the industry, with the following minimum coverage on an occurrence basis (i) Hazard ("All Risk") Insurance/Commercial Property Coverage on the Improvements in amount equal to the full replacement cost of the Improvements; and (ii) Fire and Extended Coverage, Vandalism and Malicious Mischief, and Sprinkler Leakage Insurance for the full cost of replacement of the Improvements.
- b. Upon the execution of this Agreement and prior to the expiration of any of its required insurance policies, and at interim dates upon City's reasonable request, WI Enterprises shall furnish City with a certificate or certificates of insurance confirming the existence and continuity of coverage. All policies maintained by WI Enterprises in conformance with the requirements of this Agreement shall provide at least thirty (30) days' advance written notice to City of cancellation, material change or non-renewal and ten (10) days' notice to City for non-payment.

3.4 Taxes. Owners shall timely pay their respective share of all ad valorem taxes due prior to the year of Closing; provided, however, that Owners reserve the right to dispute and contest the amount of such taxes in good faith and with reasonable diligence, and shall promptly pay all taxes due upon the resolution of any such dispute or contest.

3.5 Destruction of Improvements. If the Improvements are damaged or destroyed, in whole or in part, at any time during the last twenty-four (24) months of the Option Term by fire or other casualty:

- a. WI Enterprises may, at its option, use any insurance proceeds to repair the Improvements; or
- b. If WI Enterprises elects not to repair the Improvements, WI Enterprises shall provide written notice to City of such decision within thirty (30) days after the event resulting in the damage to the Improvements. Within thirty (30) days after receiving such notice, City shall provide written notice to Owners (i) electing to exercise the Option with respect to the Right of Way and the Improved Property, or (ii) electing to terminate the Option with respect to the Improved Property and purchase only the Right of Way. If City fails to timely provide such written notice, City shall be deemed to have elected option (ii). If City elects option (i), City shall pay all remaining Option Consideration and the Exercise Price to Owners not later than sixty (60) days after receiving such written notice from WI Enterprises, and Closing shall take place at the time of such payment, and WI Enterprises shall deliver or cause to be delivered all insurance proceeds payable pursuant to Section 3.3(a) to City at such Closing; provided however, any excess insurance proceeds in excess of the Improvement's full replacement value shall remain with Owners. If City elects, or is deemed to have elected, option (ii), City shall timely pay all remaining Option Consideration as set forth in Section 1.2, and shall pay the applicable Exercise Price to Owners for the Right of Way upon the terms set forth in Sections 2.2 and 2.3.

SECTION 4 TERMINATION AND REMEDIES

4.1 Default and Termination. In the event City fails to timely make an installment payment of the Option Consideration ("Payment Default") and such nonpayment is not made within thirty (30) days after receipt of written notice of the nonpayment, then the remaining balance of the Option Consideration shall be immediately due and payable and the unpaid amount shall accrue interest at the rate of ten percent (10.0%) per annum until paid in full. In the event of a Payment Default, Owners shall have the right to (i) keep the Option Consideration paid to date as liquidated damages and terminate this Agreement or (ii) be entitled to all other remedies available at law, including specific performance. If Owners fail to fulfill their obligations under this Agreement and such default is not cured within thirty (30) days after receiving written notice from City that they have failed to perform such obligation, then City may terminate this Agreement and shall be entitled to all remedies available at law, including specific performance.

4.2 Remedies. In connection with the institution of any action or proceeding in court to enforce any provision hereof or any action or proceeding for damages by reason of any alleged breach or default of any provision of this Agreement or any action or proceeding for a declaration of either party's rights or obligations hereunder or any action or proceeding for any other judicial remedy, at law or in equity, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in any matter relating to this Agreement. The exercise by either party of any of its rights or remedies under this Agreement shall not be construed as an election of any remedy, and each party reserves all rights and remedies available under applicable law.

4.3 Waivers. Any forbearance by either party in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not constitute a waiver of or preclude the exercise of any such right or remedy. No waiver of any right or remedy shall be effective unless contained in a writing signed by the party waiving such right or remedy. A waiver in one circumstance shall not constitute a waiver for subsequent similar circumstances.

SECTION 5 COVENANTS, REPRESENTATIONS AND WARRANTIES

5.1 "As Is" Sale. CITY ACKNOWLEDGES AND AGREES THAT OWNERS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE CONCERNING THE OPTION PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE CONDITION THEREOF; THE SUITABILITY THEREOF FOR ANY OR ALL ACTIVITIES AND USES WHICH THE CITY MIGHT CONDUCT THEREON; THE OPTION PROPERTY'S COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES, REGULATIONS, CODES OF ANY APPLICABLE GOVERNMENTAL AUTHORITY; AND ANY OTHER MATTER CONCERNING THE OPTION PROPERTY. SPECIFICALLY, OWNERS HAVE NOT MADE, DO NOT MAKE AND DISCLAIM ANY REPRESENTATIONS OR WARRANTIES REGARDING THE OPTION PROPERTY'S COMPLIANCE WITH ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, OR THE DISPOSAL OR EXISTENCE IN, ON, OR UNDER THE OPTION PROPERTY OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND RULES AND REGULATIONS THEREUNDER. CITY ACKNOWLEDGES HAVING THE FULL OPPORTUNITY TO INSPECT THE OPTION PROPERTY. CITY IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE OPTION PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OWNERS. CITY ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE OPTION PROPERTY BY OWNERS PURSUANT TO THIS AGREEMENT WAS OBTAINED FROM A VARIETY OF SOURCES AND OWNERS HAVE NOT MADE ANY INDEPENDENT INVESTIGATIONS OR VERIFICATION OF SUCH INFORMATION AND MAKE NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH

INFORMATION. OWNERS WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE OPTION PROPERTY WHICH IS NOT CONTAINED HEREIN OR IN OWNERS' SPECIAL WARRANTY DEEDS, WHETHER FURNISHED BY ANY REAL ESTATE BROKER OR OTHERWISE. EXCEPT FOR ITS WARRANTY OF TITLE CONTAINED IN THE SPECIAL WARRANTY DEEDS TRANSFERRING THE PURCHASED PROPERTY TO CITY, CITY ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SALE OF THE PURCHASED PROPERTY WILL BE MADE IN AN "AS IS" CONDITION, WITH ALL FAULTS.

5.2 Mutual Representations and Warranties. Each party represents and warrants to the other party that (i) this Agreement constitutes the valid binding obligation of such party and is enforceable against such party upon its terms; (ii) such party's execution and performance of this Agreement has been duly authorized; and (iii) such party's execution and performance of this Agreement is not in violation of any law or agreement to which such party is subject.

5.3 Broker/Agency. Owners and City each represent and warrant to each other that they have not had any dealings with any real estate brokers, finders or agents in connection with this Agreement other than the persons designated in Exhibit D. Each party acknowledges and agrees that it shall be solely obligated for and responsible to pay all amounts due and payable to its agents and brokers in connection with this Agreement. No other party is entitled to be paid a fee or commission in connection with the transaction contemplated by this Agreement. If any other individual or entity shall assert a claim to a finder's fee, commission or similar fee against either City or Owners, then the party who is alleged to have retained such individual or entity shall and does hereby agree to indemnify and hold harmless the other party from and against any such claim and all costs, expenses or liabilities and damages incurred in connection with such claim or any action or proceeding brought thereon. Notwithstanding any other provision of this Agreement to the contrary, the indemnity and hold harmless provisions contained in this paragraph shall survive the Closing and, if this Agreement is terminated, termination of this Agreement.

5.4 Indemnification. Each party shall be responsible for, and hereby agrees to defend, indemnify and hold harmless the other party, and such party's officials, directors, officers, agents and employees, as applicable, from and against, any and all losses, costs, damages or expenses of every kind and nature (including, without limitation, fines, penalties, remedial obligations, court costs and expenses and reasonable attorneys' fees, including attorneys' fees incurred in the enforcement of this indemnity provision), arising out of or with respect to, any breach of this Agreement by such indemnifying party. The terms of this Section 5.4 shall survive the Closing or the termination of this Agreement.

SECTION 6 MISCELLANEOUS

6.1 Involuntary Conversion In Lieu of Legal Proceedings, Treatment under 26 USC §1033; Transaction Not Arms-Length. City and Owners hereby acknowledge and agree the Option Property is currently held by Owners for productive use in a trade or business, but is in the path of the City's planned expansion of US-54/Kellogg Avenue and accordingly is being acquired on an advanced-acquisition basis for such planned improvements. Therefore, the parties specifically agree the transfer of the real property and/or real property interests contemplated by this Agreement is made in lieu of, but under threat of, the City's use of its right and power to acquire the Option Property by eminent domain, and accordingly such transfer is compulsorily made and under duress by Owners for all purposes, including but not limited to the application of 26 USC §1033 and any other applicable law or regulation.

6.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

6.3 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

6.4 Modification and Non-Waiver. This Agreement may not be modified or amended, except by an agreement in writing signed by Owners and City. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations. Any such waiver shall only be effective with respect to the specific occurrence to which it applies and shall not apply to future occurrences.

6.5 Entire Agreement. This Agreement (including any exhibits hereto) embodies the entire agreement between the parties concerning the subject matter hereof and replaces and supersedes any prior and contemporaneous negotiations, agreements or understandings among the parties hereto.

6.6 Headings. The headings of paragraphs herein are for convenience of reference only, do not constitute a part of this Agreement, and shall not be deemed to limit or alter any of the provisions hereof.

6.7 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. Facsimile signatures and electronic signatures of the parties hereto shall be binding.

6.8 Assignment. Neither party shall assign this Agreement in whole or in part without the express written consent of the other party, which consent shall not be unreasonably withheld or

delayed; provided, however, Owners may assign this Agreement to one or more of its equity owners and/or their trusts or entities for estate planning purposes.

6.9 Severability. If any provision of this agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable (a "Severed Provision") such Severed Provision shall be stricken from this Agreement and all other provisions of this Agreement shall remain in full force and effect. Each Severed Provision shall immediately be replaced by a provision as near in terms as possible under applicable law to the Severed Provision, so as to give full force and effect, as near as possible to the intent of the parties.

6.10 Further Acts. Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this Agreement. The provisions of this Section 6.10 shall survive Closing.

6.11 Miscellaneous. As used in this Agreement, singular or plural numbers shall each be deemed to include the other whenever the context so indicates. If any date under this Agreement on which an event is to occur or notice is to be given falls on a Saturday, Sunday or federal holiday, then such date shall be the first business day following such Saturday, Sunday or federal holiday.

6.12 Counsel Review. Notwithstanding the fact that this Agreement has been drafted or prepared by one of the parties, each of the parties confirms that both it and its counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the parties, and the language used in this Agreement shall be deemed to be the language chosen by the parties thereto to express their mutual intent, and no rule of strict construction shall be applied against any person. This Agreement shall not be construed against the principal drafter.

6.13 Notices. Unless otherwise provided in this Agreement, all notices or demands by any party to this Agreement shall be in writing and sent by United States mail, return receipt requested, postage pre-paid, and properly addressed. Notwithstanding the foregoing, all notices relating in any way to exercise of the Option, termination or breach of this Agreement must be sent by certified United States Mail, return receipt requested, postage pre-paid, and properly addressed. Certified mail shall be effective upon receipt by the party to which notice is given. Email shall be effective one (1) business day after transmission. For purposes of this Agreement, the addresses of the parties hereto for purposes of notification shall be as follows:

If to City:

City of Wichita
Attention: John C. Philbrick, Real Estate Administrator
Gary Rebenstorf, City Attorney
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202

If to Owners:

WI Enterprises, L.P.
HD Realty, L.C.
Attention: Steve Hatchett

Wichita, Kansas _____

With a copy to:

Klenda Austerman LLC
Attention: Scott Eads
301 N. Main, Suite 1600
Wichita, Kansas 67202

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, Owners and City have executed this Real Estate Agreement as of the day and year first above written.

WI ENTERPRISES, L.P.

By: _____
Name: _____
Title: _____

"WI Enterprises"

HD REALTY, L.C.

By: _____
Name: _____
Title: _____

"HD Realty"

CITY OF WICHITA

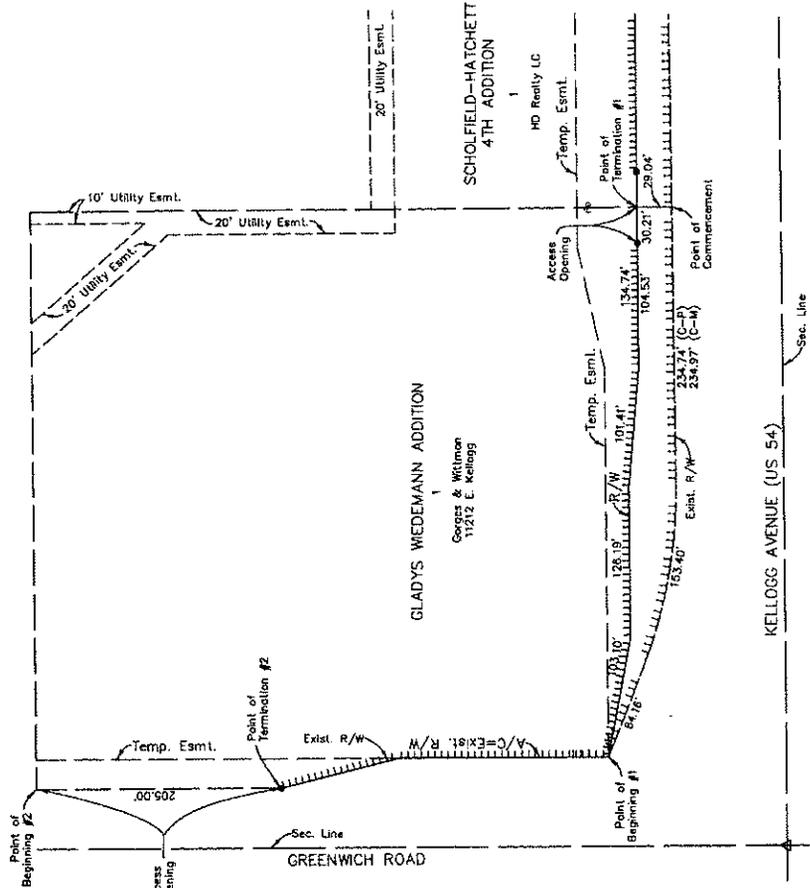
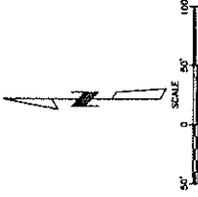
By: _____
Name: _____
Title: _____

"City"

EXHIBIT A

**Property Description
of
Right of Way**

EXHIBIT
ACCESS CONTROL
TRACT # 44-AC
C-43998



LEGAL DESCRIPTION:

Complete Access Control over the following described line in Lot 1, Gladys Wedemann Addition, Wichita, Sedgewick County, Kansas, said line being described as follows: Commencing at the southwest corner of Lot 1, Scholfield-Hatchett 4th Addition, Wichita, Sedgewick County, Kansas; FIRST COURSE, thence westerly along the south line of Lot 1 in said Gladys Wedemann Addition, 234.74 feet (calculated per platted information), 234.97 feet (calculated per measured information), to the point of curvature of a tangent curve to the right in said south line; SECOND COURSE, thence westerly along said curve, having a central angle of 21°35'15" and a radius of 407.14 feet, an arc distance of 153.40 feet to the point of tangency of said curve; THIRD COURSE, thence westerly along the south line of said Lot 1, 84.16 feet to the southwest corner of said Lot 1, and for a point of beginning; FOURTH COURSE, thence easterly with a deflection angle to the right of 348°17'18", 103.10 feet; FIFTH COURSE, thence easterly with a deflection angle to the left of 103°37'35", 126.19 feet; SIXTH COURSE, thence easterly with a deflection angle to the right of 05°22'30", 101.41 feet; SEVENTH COURSE, thence easterly with a deflection angle to the left of 05°22'30", 134.74 feet to a point on the west line of Lot 1 in said Scholfield-Hatchett 4th Addition, said point being 29.04 feet north of the southwest corner of said Lot 1 in said Scholfield-Hatchett 4th Addition, and described SEVENTH COURSE, 104.53 feet for a point of beginning, thence continuing easterly along said previously described SEVENTH COURSE, 30.21 feet to a point on the west line of Lot 1 in said Scholfield-Hatchett 4th Addition, said point being 29.04 feet north of the southwest corner of said Lot 1 in said Scholfield-Hatchett 4th Addition, and for a point of termination; AND Complete Access Control over the west line of Lot 1 in said Gladys Wedemann Addition, EXCEPT that part of the west line of said Lot 1 described as follows: Beginning at the northwest corner of said Lot 1; thence southerly along the west line of said Lot 1, 205.00 feet to a deflection corner in said west line, and for a point of termination.



3-17-11

Baughman Company, P.A.
 315 Ellis St. Wichita, KS 67211 P 316-657-7711 F 316-657-0149
Baughman
 ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

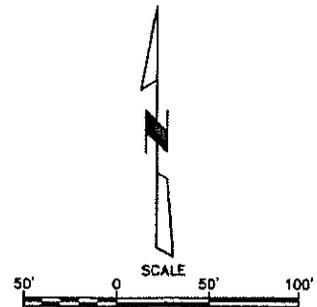
(C-P) Calculated per Platted Information
 (C-M) Calculated per Measured Information
 Project Number 10-07-E517
 E: eng/East Kellagg/Exhibits/Tract 44-AC.dwg

EXHIBIT

RIGHT OF WAY ACQUISITION

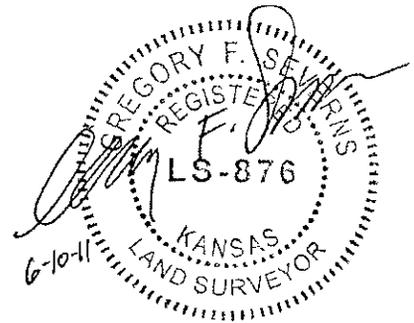
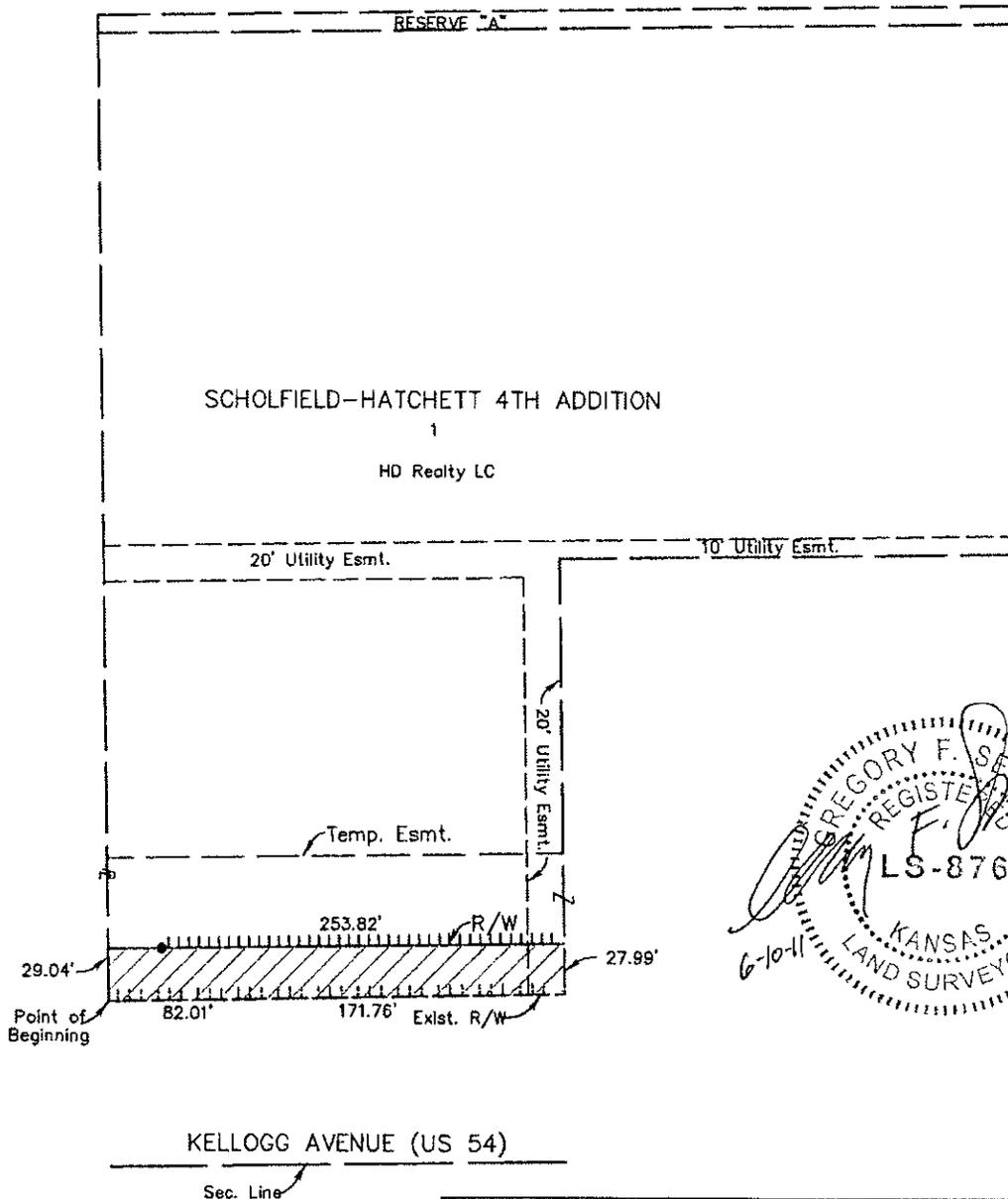
TRACT #56-C

LEGAL DESCRIPTION:



That part of Lot 1, Scholfield-Hatchett 4th Addition, Wichita, Sedgwick County, Kansas, described as follows: Beginning at the southwest corner of said Lot 1; thence northerly along the west line of said Lot 1, 29.04 feet; thence easterly, 253.82 feet to a point on the east line of said Lot 1, said point being 27.99 feet north of the most southerly southeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 27.99 feet to the most southerly southeast corner of said Lot 1; thence westerly along the south line of said Lot 1, 171.76 feet to a deflection corner in said south line; thence westerly along the south line of said Lot 1, 82.01 feet to the point of beginning.

Containing 7232.2 Sq. Ft., (calculated)



6-10-11

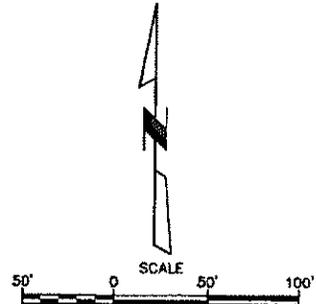
Project Number 10-07-E517

E:eng/East Kellogg/Exhibits/Tract 56-C.dwg

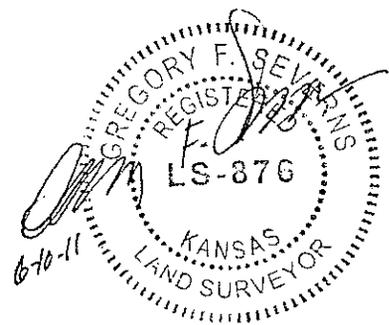
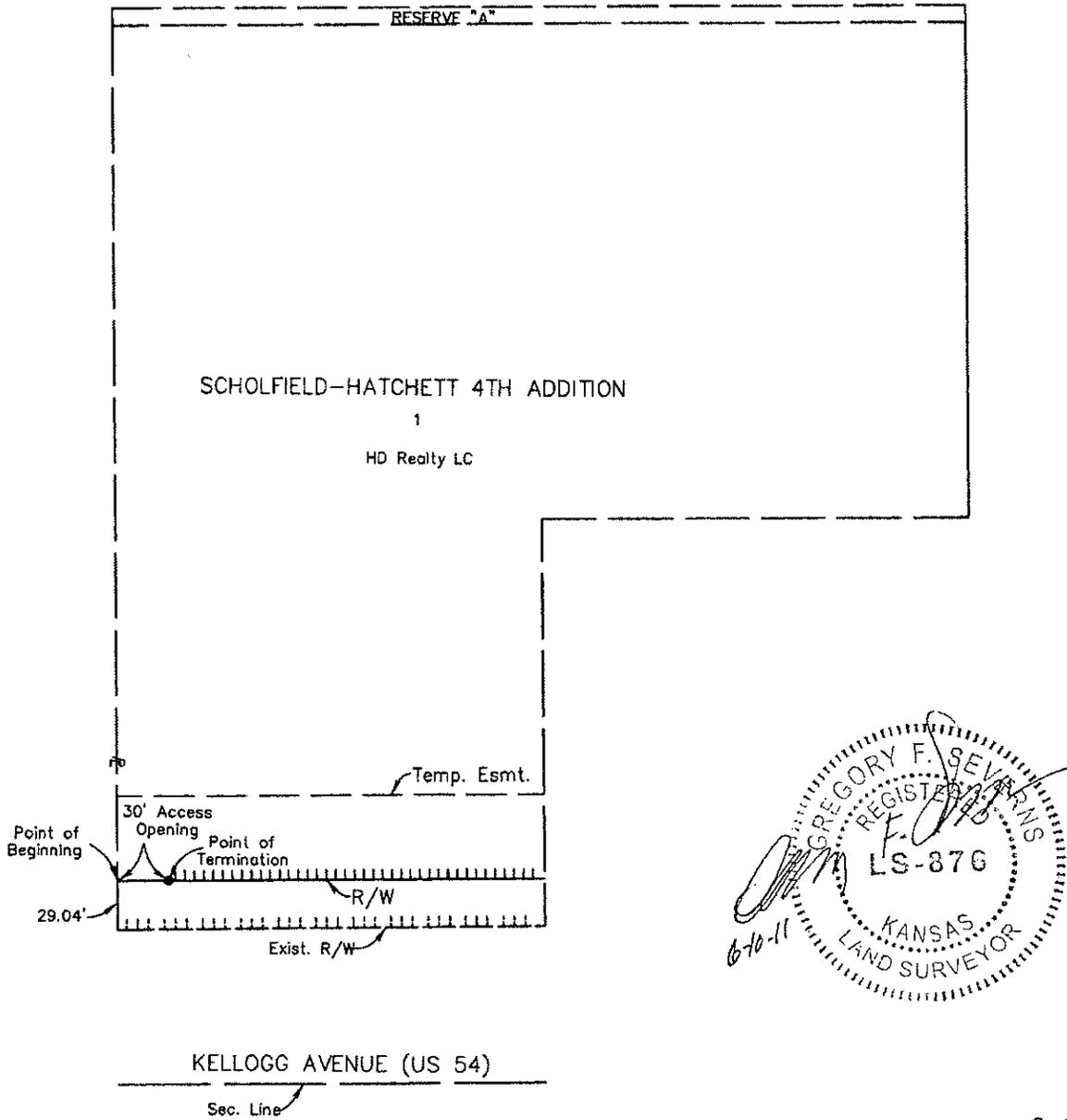
Baughman Company, P.A.
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

**EXHIBIT
ACCESS CONTROL
TRACT #56-AC
C-55929**

LEGAL DESCRIPTION:



Complete Access Control over the following described line lying within Lot 1, Scholfield-Hatchett 4th Addition, Wichita, Sedgwick County, Kansas, said line being described as follows: Commencing at the southwest corner of said Lot 1; **FIRST COURSE**, thence northerly along the west line of said Lot 1, 29.04 feet and for a point of beginning; **SECOND COURSE**, thence easterly, 253.82 feet to a point on the east line of said Lot 1, said point being 27.99 feet north of the most southerly southeast corner of said Lot 1, and for a point of termination, EXCEPT beginning at the beginning of the previously described **SECOND COURSE**; thence easterly along said **SECOND COURSE**, 30.00 feet for a point of termination.



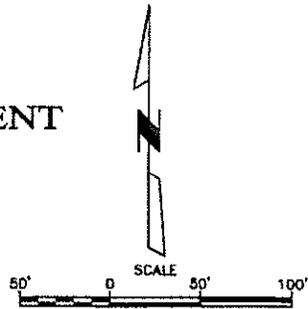
6-10-11

Project Number 07-07-EB76
E:eng/East Kellogg/Exhibits/Tract 56-AC.dwg

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

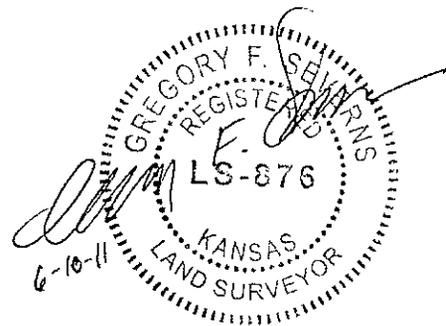
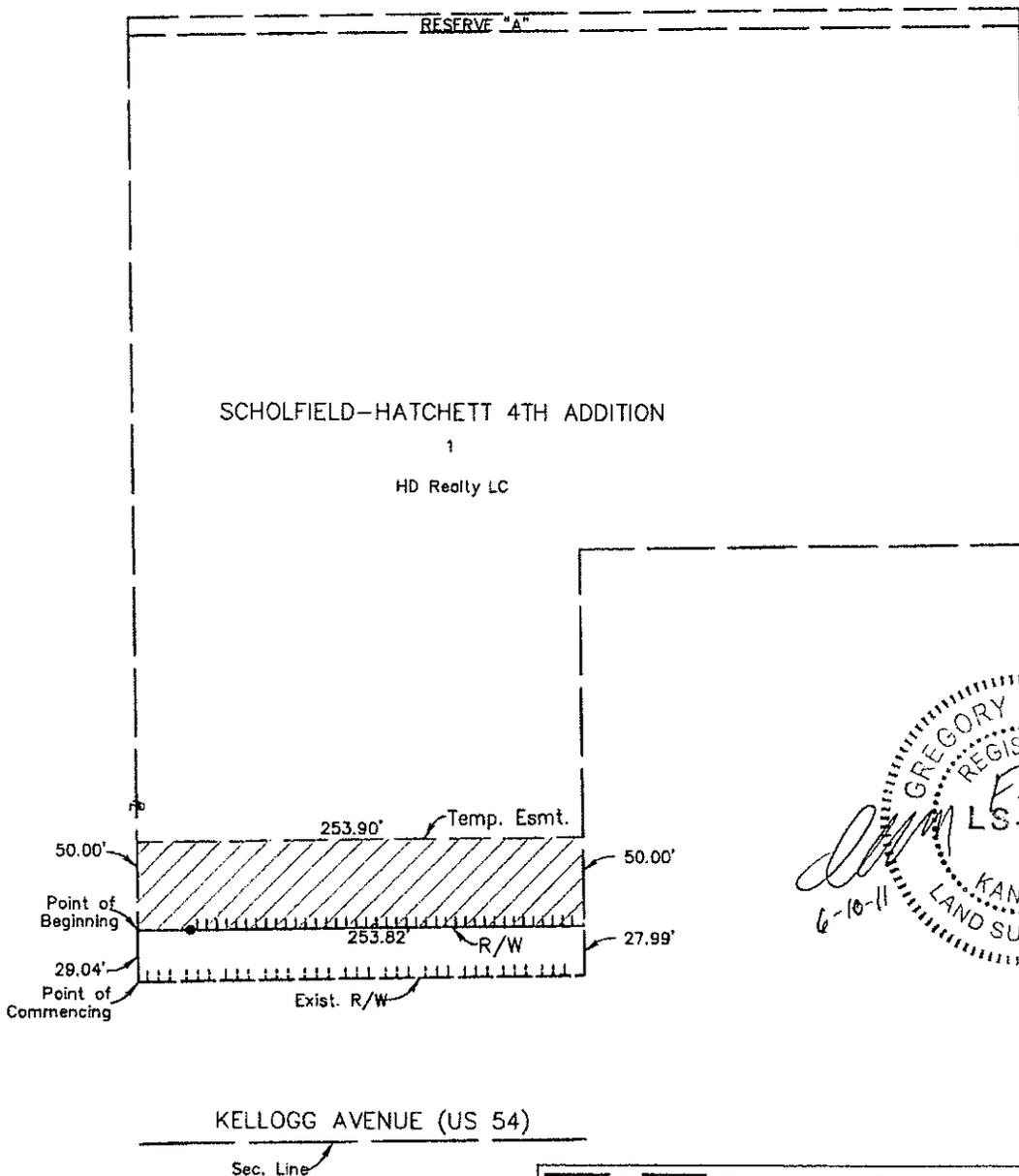
EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
TRACT #56-Temp
C-55929

LEGAL DESCRIPTION:



That part of Lot 1, Scholfield-Hatchett 4th Addition, Wichita, Sedgwick County, Kansas described as follows:
 Commencing at the southwest corner of said Lot 1; thence northerly along the west line of said Lot 1, 29.04 feet for a point of beginning; thence continuing northerly along the west line of said Lot 1, 50.00 feet; thence easterly, 253.90 feet to a point on the east line of said Lot 1, said point being 77.99 feet north of the most southerly southeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 50.00 feet to a point 27.99 feet north of the most southerly southeast corner of said Lot 1; thence westerly, 253.82 feet to the point of beginning.

Containing 12692.9 Sq. Ft., (calculated)

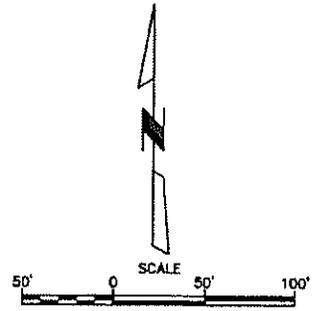


Project Number 07-07-E876
 E: eng/East Kellogg/Exhibits/Tract 56-Temp.dwg

6-10-11

Baughman Company, P.A.
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

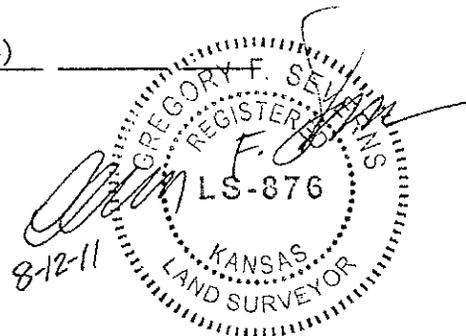
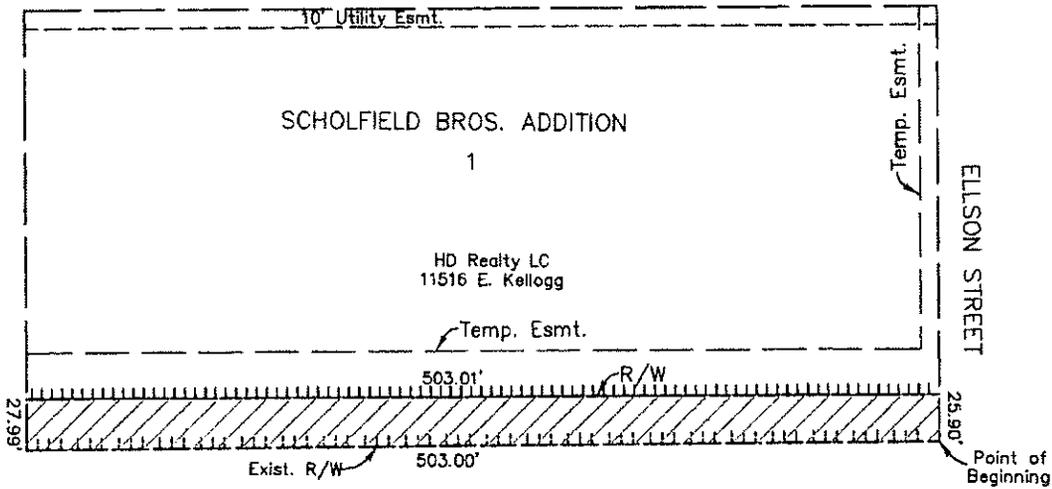
EXHIBIT
RIGHT OF WAY ACQUISITION
TRACT #58-C
C-42936



LEGAL DESCRIPTION:

*That part of Lot 1, Scholfield Bros. Addition, Wichita, Kansas, Sedgwick County, Kansas described as follows:
 Beginning at the southeast corner of said Lot 1; thence westerly along the south line of said Lot 1, 503.00 feet to
 the southwest corner of said Lot 1; thence northerly along the west line of said Lot 1, 27.99 feet; thence easterly,
 503.01 feet to a point on the east line of said Lot 1, said point being 25.90 feet north of the southeast corner of
 said Lot 1; thence southerly along the east line of said Lot 1, 25.90 feet to the point of beginning.*

Containing 13,554.4 Sq. Ft., (calculated)



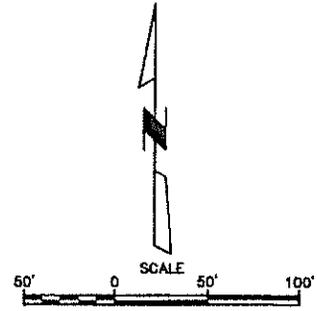
8-12-11

Project Number 10-07-E517

E:eng/East Kellogg/Exhibits/Tract 58-C

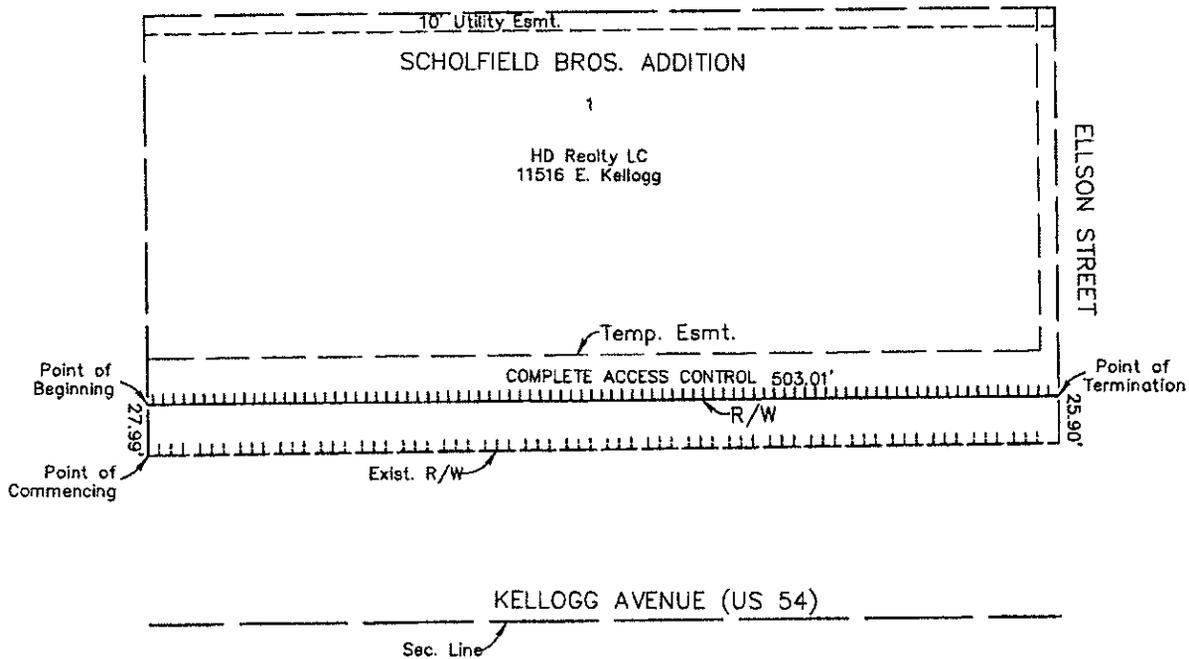
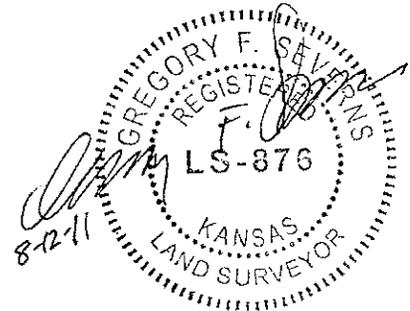
Baughman Company, P.A.
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

**EXHIBIT
ACCESS CONTROL
TRACT #58-AC
C-42936**



LEGAL DESCRIPTION:

Complete Access Control over the following described line lying within Lot 1, Scholfield Bros. Addition, Wichita, Kansas, Sedgwick County, Kansas described as follows: Commencing at the southwest corner of said Lot 1; **FIRST COURSE**, thence north along the west line of said Lot 1, 27.99 feet for the point of beginning; **SECOND COURSE**, thence easterly, 503.01 feet to a point on the east line of said Lot 1, said point being 25.90 feet north of the southeast corner of said Lot 1, and for a point of termination.



8-12-11

Project Number 10-07-E517
E: eng/East Kellogg/Exhibits/Tract 58-AC

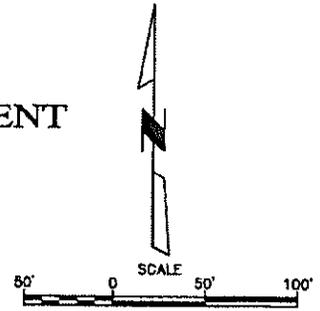
Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

EXHIBIT

TEMPORARY CONSTRUCTION EASEMENT

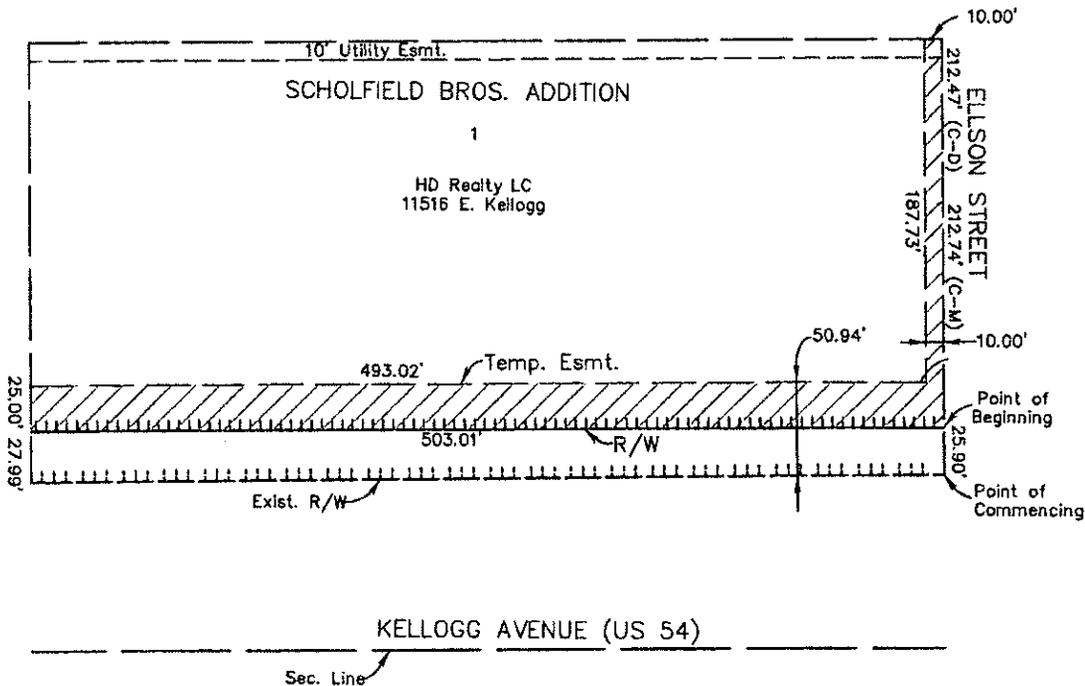
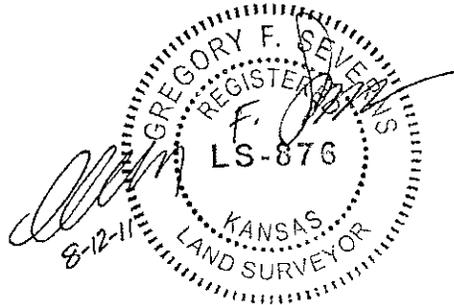
TRACT #58-Temp C-42936



LEGAL DESCRIPTION:

That part of Lot 1, Scholfield Bros. Addition, Wichita, Kansas, Sedgwick County, Kansas described as follows: Commencing at the southeast corner of said Lot 1; thence northerly along the east line of said Lot 1, 25.90 feet for a point of beginning; thence westerly, 503.01 feet to a point on the west line of said Lot 1, said point being 27.99 feet north of the southwest corner of said Lot 1; thence northerly along the west line of said Lot 1, 25.00 feet; thence easterly, 493.02 feet to a point 10.00 feet normally distant west of the east line of said Lot 1 and 50.94 feet normally distant north of the south line of said Lot 1; thence northerly parallel with the east line of said Lot 1, 187.73 feet to a point on the north line of said Lot 1 and 10.00 feet westerly of the northeast corner of said Lot 1; thence easterly along the north line of said Lot 1, 10.00 feet to the northeast corner of said Lot 1; thence southerly along the east line of said Lot 1, 212.47 feet (calculated per described information), 212.74 feet (calculated per measured information), to the point of beginning.

Containing 14,452.7 Sq. Ft.



8-12-11

Project Number 10-07-E517

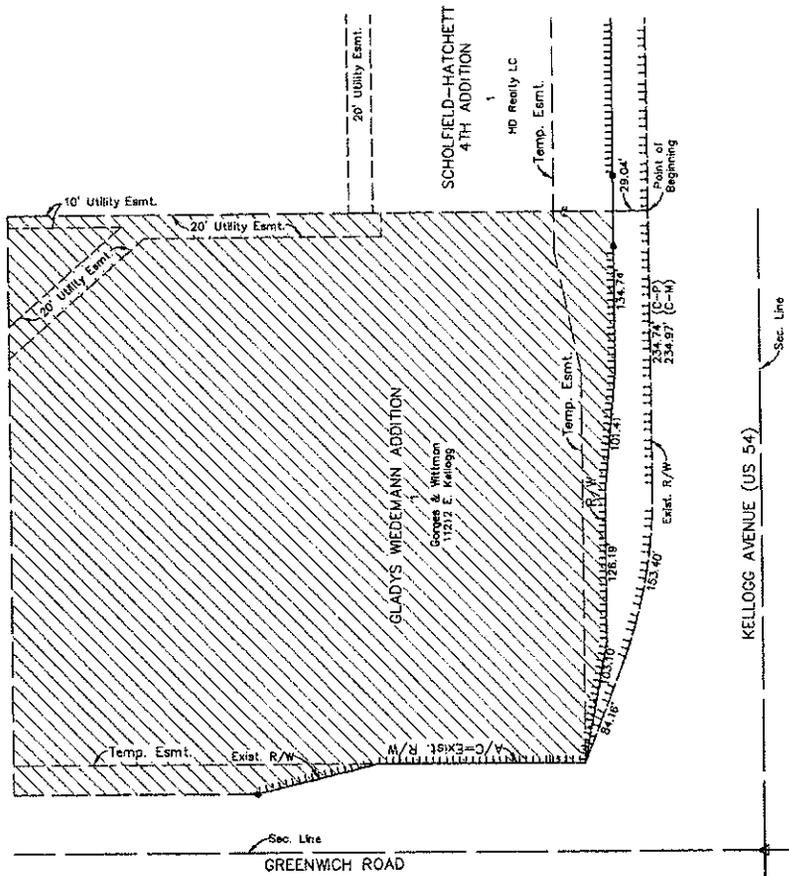
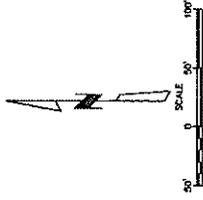
E: eng/East Kellogg/Exhibits/Tract 58-Temp

Baughman Company, P.A.
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

EXHIBIT B

**Property Description
of
Improved Property**

EXHIBIT
ACQUISITION REMNANT
TRACT # 44-B
C-43998



LEGAL DESCRIPTION:

Lot 1, Gladys Wiedemann Addition, Wichita, Sedgwick County, Kansas, EXCEPT that part of said Lot 1 platted as part of Lot 1, Scholfield-Hatchett 4th Addition, Wichita, Sedgwick County, Kansas, and EXCEPT that part of Lot 1 in said Gladys Wiedemann Addition described as follows: Beginning at the southwest corner of Lot 1 in said Scholfield-Hatchett 4th Addition; thence westerly along the south line of Lot 1 in said Gladys Wiedemann Addition, 234.74 feet (calculated per platted information), 234.97 feet (calculated per measured information), to the point of curvature of a tangent curve to the right in said south line; thence westerly along said curve, having a central angle of 21°35'15" and a radius of 407.14 feet, an arc distance of 153.40 feet to the point of tangency of said curve; thence westerly along the south line of said Lot 1, 84.16 feet to the southwest corner of said Lot 1; thence easterly with a deflection angle to the right of 34°17'18", 103.10 feet; thence easterly with a deflection angle to the left of 103°37'35", 126.19 feet; thence easterly with a deflection angle to the right of 05°22'30", 101.41 feet; thence easterly with a deflection angle to the left of 05°22'30", 134.74 feet to a point on the west line of Lot 1 in said Scholfield-Hatchett 4th Addition; thence southerly along the west line of said Lot 1 in said Scholfield-Hatchett 4th Addition, 28.04 feet to the point of beginning.

Containing 238208.6 Sq. Ft. (calculated)



3-17-11

Baughman Company, P.A.
 315 E. 10th St., Wichita, KS 67211 P 316-262-7271 F 316-262-0148
Baughman
 ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

(C-P) Calculated per Platted Information
 (C-M) Calculated per Measured Information
 Project Number 10-07-ES17
 E:eng/East Kellogg/Exhibits/Tract 44-B.dwg

EXHIBIT D

Brokers and Agents

Owners' Brokers and Agents:

City's Brokers and Agents:

EXHIBIT F

Special Warranty Deed

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective the _____ day of _____, 20____, by _____, a Kansas limited _____ ("Grantor"), in favor of CITY OF WICHITA ("Grantee").

WITNESSETH, that Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, by these presents grants, bargains, sells and conveys unto Grantee and Grantee's personal representatives, heirs and assigns all right, title and interest of Grantor in and to the following described real estate in Sedgwick County, Kansas (the "Property"):

[• _____ •]

together with all improvements and appurtenances thereto, subject to easements, covenants and restrictions of record.

TO HAVE AND TO HOLD THE PROPERTY, together with all and singular the rights and appurtenances thereon belonging, or in anyway appertaining, forever. Grantor, for Grantor and Grantor's successors and assigns, covenants that Grantor is lawfully seized of Grantor's interest in the Property and has good right to convey Grantor's interest, that being in fee simple, in the Property and guarantees the quiet possession of the Property against the claims of those claiming any right, interest or title through Grantor, and Grantor will warrant and defend the Property against all lawful claims of those claiming any right, interest or title through Grantor, except as may be described above.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date first written above.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____ the _____ of _____, a Kansas limited
_____, on behalf of said partnership.

Notary Public



Scholfield Assemblage



	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-01FT
	SDERASTER-S-DEDATA.ORTH-0
	City Limits
	Andale
	Bel Aire
	Bentley
	Cheney
	Clearwater
	Colwich
	Derby
	Eastborough
	Garden Plain
	Goddard
	Haysville
	Kechi
	Maize
	Mount Hope
	Mulvane
	Park City



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 guarantee as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for February 2014
DATE: March 5, 2014

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

Doshier, Ryan	\$1,220.65
---------------	------------

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed

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

CITY OF WICHITA
City Council Meeting
March 25, 2014

TO: Mayor and City Council

SUBJECT: Eminent Domain Appeal Settlement – 1811 South 135th (District IV)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize the settlement.

Background: On January 6, 2009, the City Council approved the design concept for the Kellogg Freeway, between 111th Street West and 143rd Street West. The proposed improvements include widening the freeway from two lanes in each direction to three lanes in each direction, frontage roads, and grade separation at 119th Street West and 135th Street West. There were 43 tracts which will be impacted by the project. The properties consist of single-family residences, commercial properties, vacant land, and billboards. The project required a portion of the 95.81 acre parcel located in the southwest quadrant of Kellogg and 135th Street. The project required 8.35 acres of the tract in a strip 90 to 120 feet wide along the south side of Kellogg. Negotiations with the owner were unsuccessful and the property was acquired through an eminent domain action.

Analysis: The court appointed appraisers filed their award to the property owners in the amount of \$1,304,040. The City's appraisals valued the property at \$446,900. The City filed an appeal of the award of the appraisers. The owners have offered to settle the appeal for \$861,300. The settlement is considered to be in the best interest of the City. In addition to this settlement, the City will pay \$17,700 to extend the term of a temporary easement on property also owned by this property owner. This amount represents the appraised value of the easement. Payment of this amount will prevent the additional cost and risk of acquiring this easement through a separate eminent domain action.

Financial Considerations: The City has already paid into the Court the award amount of \$1,304,040. Acceptance of this settlement will result in the property owner tendering to the City the sum of \$442,740 plus statutory interest. The payment of the sum of \$17,700 will be paid out of the project budget.

Legal Considerations: The necessary legal documents for this settlement are subject to approval as to form by the Law Department.

Recommendation/Action: Authorize the settlement of \$861,300 and authorize the payment to the property owner the sum of \$17,700 for the necessary temporary easement.

Attachments: None

City of Wichita
City Council Meeting
March 25, 2014

TO: Mayor and City Council

SUBJECT: Purchase Option (Envision, Inc.) (District III)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendations: Adopt the Resolution and authorize the necessary signatures.

Background: In 1999 and 2003, the City of Wichita issued a total of \$6,000,000 of Industrial Revenue Bonds (IRBs) on behalf of Envision, Inc. for the construction and expansion of a new training and employment center at Pawnee and Water for people with low, or no, vision. In 2003, Envision refunded the 1999 bond issue to achieve interest cost savings.

The City received notice from Envision, Inc. of its intention to exercise the IRB purchase option and requests approval of the conveyance of the IRB-financed property. The bonds have matured.

Analysis: Under the provisions of the IRB Lease between Envision, Inc. (“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 has made final payment on the bonds which has been confirmed by the trustee.

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 have 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 Envision, Inc. and authorize the necessary signatures.

Attachment(s): Resolution, Deed, Termination and Release of Lease

RESOLUTION NO. 14-089

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE CITY TO CONVEY TITLE TO THE PROJECT; AUTHORIZING EXECUTION OF A SPECIAL WARRANTY DEED, BILL OF SALE AND TERMINATION AND RELEASE OF THE LEASE; AND AUTHORIZING THE EXECUTION OF ALL SUCH OTHER DOCUMENTS NECESSARY TO CONVEY TITLE TO SUCH PROJECT TO ENVISION, INC.

WHEREAS, pursuant to the provisions of K.S.A. 12-1740, *et seq.*, as amended (the "Act"), the City of Wichita, Kansas (the "City"), in order to stimulate and develop the general economic welfare and prosperity of the City and its environs, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, previously issued its City of Wichita, Kansas, Industrial Revenue Bonds, Series III, 1999 (Envision, Inc. Project) in the original aggregate principal amount of \$4,000,000, dated March 15, 1999 (the "Series III, 2003 Bonds"); Series V, 2001 (Envision, Inc. Project) in the original aggregate principal amount of \$2,000,000, dated June 15, 2001 (the "Series V, 2001 Bonds"); and Series I, 2003 (Envision, Inc. Project) in the original aggregate principal amount of \$3,035,000, dated February 15, 2003 (the "Series I, 2003 Bonds") for the purpose of financing the costs of acquiring, constructing and equipping certain facilities (the "Project"); and

WHEREAS, pursuant to the Act, the City leased the Project to Envision, Inc., a corporation organized under the laws of the State of Kansas (the "Tenant") pursuant to a certain Leases dated as stated above (the "Lease"); and

WHEREAS, the outstanding Bonds have been paid in full on December 1, 2009; and

WHEREAS, UMB Bank of Wichita, Kansas (the "Trustee"), has provided written verification and the Trustee has also confirmed that no event of default is outstanding under the Lease; and

WHEREAS, the City has received notice of the Tenant's intent to exercise its option to purchase the Project and the City wishes to expedite that process.

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

1. That the City acknowledges receipt of the Tenant's notice of its intent to exercise its option to purchase the Project as set forth in the Lease.
2. That the City is hereby authorized to convey the Project to the Tenant in exchange for the performance of the covenants and payment of the consideration established by the Lease as conditions precedent to such conveyance, including but not limited to the payment by the Tenant of \$1,000.00 to the City pursuant to Section 17.2(ii) of the Lease.

3. That the Mayor or Vice Mayor are hereby authorized to execute, and the City Clerk or Deputy City Clerk are hereby authorized to attest, all documents necessary to effect the sale of the Project to the Tenant including but not limited to a Special Warranty Deed, the Bill of Sale, Termination and Release of Lease, and termination of all existing financing statements.

4. That the Mayor or City Clerk, or other appropriate staff of the City, are respectively authorized to deliver the documents referenced in the foregoing paragraph to the Trustee, for delivery on behalf of the City, at such time as the conditions in section 2, above, have been satisfied and the Trustee shall have received, and certified receipt of, all sums necessary to pay the Bonds (together with all costs, expenses and premiums of such payment).

5. That the Mayor or Vice Mayor and the City Clerk or Deputy City Clerk, or other appropriate staff of the City, are hereby authorized and directed to take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purpose of this Resolution.

[Remainder of this page intentionally left blank]

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

CITY OF WICHITA, KANSAS

[Seal]

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
City Attorney

TERMINATION AND RELEASE OF LEASE

THIS TERMINATION AND RELEASE OF LEASE dated as of the ____ day of March, 2014, by and among the City of Wichita, Kansas, a municipal corporation (the "City"), Envision, Inc., a corporation organized under the laws of the State of Kansas (the "Tenant") and UMB 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, with its office located in the City of Wichita, Kansas (the "Trustee");

W I T N E S S E T H:

WHEREAS, the City heretofore leased to the Tenant certain real and personal property pursuant to a Lease dated as of March 15, 1999, a notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County in Film #1902 at Page #2577; a First Supplemental Lease dated as of June 15, 2001 being duly recorded with the Register of Deeds of Sedgwick County in Film #2224 at Page #0695; a Second Supplemental Lease dated as of February 15, 2003 being duly recorded with the Register of Deeds of Sedgwick County in Film #2636 at Page #0103; each by and between the City and the Tenant (the "Lease"); and

WHEREAS, said Lease was assigned by the City to the Trustee pursuant to the Indenture (hereinafter defined); and

WHEREAS, the property covered by the Lease consists of the following:

- (A) **THE LAND:** The following described real estate located in City of Wichita, Sedgwick County, Kansas, to wit:

Commencing 1,160 feet west of the Southeast corner of Section Thirty-Two (32), Township Twenty-Seven (27), Range One (1) East, Thence West 510 feet, thence North 875 feet, thence East 510 feet thence South 875 feet, to the point of beginning, City of Wichita, Sedgwick County, Kansas.

(B) **THE IMPROVEMENTS:** All buildings, improvements, machinery and equipment now or hereafter purchased, constructed, located or installed on the Land and paid for with 1999 Bond Proceeds or 2001 Bond Proceeds or 2003 Bond Proceeds pursuant to said Lease, constituting the "Improvements" as referred to in said Lease and said Indenture, and more specifically described as follows:

1999 Project

An approximately 80,000 square foot commercial and industrial facility that will house manufacturing, administrative and technological operations of the Tenant.

2001 Project

An approximately 40,000 square foot addition to the 1999 Project, plus the following equipment and furnishings.

- Security/Fire System
- Adobe Fence
- Sprinkler System
- Queen Bag Machines
- Office Furniture

The property described in paragraphs (A) and (B) above, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of the Lease, constitute the "Project" as referred to in both the Lease and Indenture, both of which have terminated.

WHEREAS, the City previously had outstanding its Industrial Revenue Bonds, Series III, 1999 (Envision, Inc. Project) in the original aggregate principal amount of \$4,000,000, dated March 15, 1999 (the "Series III, 2003 Bonds"); Series V, 2001 (Envision, Inc. Project) in the original aggregate principal amount of \$2,000,000, dated June 15, 2001 (the "Series V, 2001 Bonds"); and Series I, 2003 (Envision, Inc. Project) in the original aggregate principal amount of \$3,035,000, dated February 15, 2003 (the "Series I, 2003 Bonds"), referred to herein as the Bonds; and

WHEREAS, all Outstanding Bonds have been paid in full, and no Bonds remain Outstanding under the Trust Indenture dated as of March 15, 1999; First Supplemental Trust Indenture dated June 15, 2001 and the Second Supplemental Trust Indenture dated February 15, 2003 (the "Indenture") by and between the City and the Trustee, authorizing and securing the Bonds; and,

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 this page left blank intentionally]

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of March 2014.

CITY OF WICHITA, KANSAS

[Seal]

By: _____
Carl Brewer, Mayor

ATTEST:

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, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, City Clerk of said City, 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:

Envision, Inc.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of _____, 2014, before me, a notary public in and for said County and State, came _____, _____ of Envision, Inc., a corporation duly organized and existing under and by virtue of the laws of said State, who is personally known to me to be an officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Notary Public

My appointment expires:

UMB Bank
Wichita, Kansas

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2012, before me, a notary public in and for said county and state, came _____, _____ of UMB Bank of Wichita, Kansas, 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, 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 last 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.

SPECIAL WARRANTY DEED

THIS INDENTURE, made on this ____ day of March, 2014, by and between 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”), and Envision, Inc., a corporation (the “Grantee”).

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor’s interest in the following real property situated in Sedgwick County, Kansas:

- (A) THE LAND: The following described real estate located in City of Wichita, Sedgwick County, Kansas, to wit:

Commencing 1,160 feet west of the Southeast corner of Section Thirty-Two (32), Township Twenty-Seven (27), Range One (1) East, Thence West 510 feet, thence North 875 feet, thence East 510 feet thence South 875 feet, to the point of beginning, City of Wichita, Sedgwick County, Kansas.

- (B) THE IMPROVEMENTS: All buildings, improvements, machinery and equipment now or hereafter purchased, constructed, located or installed on the Land and paid for with 1999 Bond Proceeds or 2001 Bond Proceeds or 2003 Bond Proceeds pursuant to said Lease, constituting the “Improvements” as referred to in said Lease and said Indenture, and more specifically described as follows:

1999 Project

An approximately 80,000 square foot commercial and industrial facility that will house manufacturing, administrative and technological operations of the Tenant.

2001 Project

An approximately 40,000 square foot addition to the 1999 Project, plus the following equipment and furnishings.

Security/Fire System
Adobe Fence
Sprinkler System
Queen Bag Machines
Office Furniture

The property described in paragraphs (A) and (B) above, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of the Lease, constitute the "Project" as referred to in both the Lease and Indenture, both of which have terminated.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the ____ day of March, 2014.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of February, 2014, , before me, a notary public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas (the "City"), and Karen Sublett, City Clerk of said City, 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:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
March 25, 2014

TO: Mayor and City Council

SUBJECT: Wichita Bicycle Wayfinding and Safety Strategy Grant Application

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve submission of the grant application.

Wichita Bicycle and Pedestrian Advisory Board Recommendation: Approve the submission of the grant application.

Background: The Kansas Health Foundation (KHF) has announced that it is accepting grant applications for Healthy Living Grants funding to implement evidence-based strategies that promote and support “healthy living” in Kansas. Eligible activities must support one or more of the following: a) healthy eating, b) active living, and/or c) tobacco use prevention. Healthy Living Grants can provide up to \$100,000 and do not require a local match. The grant deadline is March 28th.

On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan. The Plan is a guide for how the City can make it easier, safer, and more convenient to get around the City on a bicycle through the provision of bicycle related infrastructure, policies, and programs. The Plan includes recommendations related to the creation of a bicycle route Wayfinding system and efforts to help increase the safety of all street users.

On March 10, 2014, the Wichita Bicycle and Pedestrian Advisory Board received a presentation about the proposed KHF Healthy Living Grant and unanimously voted to recommend that the Wichita City Council approve the grant application for the Bicycle Wayfinding Strategy and Street Safety Strategy described below.

Analysis: The KHF Healthy Living Grant funds can be utilized in order to undertake strategies that support active living. Listed below are two strategies that support active living and implement the Wichita Bicycle Master Plan.

- Bicycle Wayfinding Strategy: This activity will create policies to guide the development of a Wayfinding system (i.e. design, prioritization, important destinations, etc.); provide development and maintenance estimates; and install a demonstration project.
- Street Safety Strategy: This activity will create a street safety communication strategy; develop education materials for Wichita law enforcement officials; and provide bicycle safety training for individuals both within and outside the City organization.

Financial Considerations: It is estimated that the cost to undertake the Bicycle Wayfinding System Strategy and Street Safety Strategy will be \$100,000. No City funds will be necessary to implement the projects.

Legal Considerations: None

Recommendations/Actions: It is recommended that the City Council approve the submission of the Kansas Health Foundation Healthy Living grant application for the City of Wichita Bicycle Wayfinding System Strategy and Street Safety Strategy.

Attachments: None

City of Wichita
City Council Meeting
March 25, 2014

TO: Mayor and City Council
SUBJECT: Application for Sewer Service outside the City Limits of Wichita (District II)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendations: Approve the application for sewer service outside the corporate limits of the City of Wichita and related petition and consent to annexation.

Background: The resident owners of 2543 South Webb Road, which is located outside the corporate limits of the City of Wichita, have submitted an application to connect to the City’s sewer system.

Analysis: City policy requires such applications to include a petition and consent to annexation of the land by the City, at such time as the City determines the land appropriate for annexation.

Financial Considerations: There are no financial considerations associated with the approval of this application.

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

Recommendation/Actions: It is recommended that the City Council approve the application and related petition and consent to annexation, and authorize the necessary signatures.

Attachments: Application.



DOC.#/FLM-PG: 29433448

Receipt #: 1885580
Pages Recorded: 1
Cashier Initials: RF

Recording Fee: \$8.00
Authorized By

Date Recorded: 2/4/2014 4:24:44 PM



The space above is reserved for REGISTER OF DEEDS

DEED - (Quit Claim not tenants in common)

This Indenture, made this 4th day of February, 2014
between GRANTOR/SELLER Willie C. Richardson and Frohna M. Richardson

of Sedgwick County, in the State of Kansas, of the first part, and
GRANTEE/BUYER Willie C. Richardson and Frohna Michele Richardson

As joint tenants with right of survivorship and not as tenants in common.
WITNESSETH, that said party of the first part, in consideration of the sum of \$00.00

DOLLARS, the receipt of which is hereby acknowledged, do by these presents, remise, release and quit claim, unto said party of the second part, all the following described real estate situated in the County of Sedgwick and State of Kansas, to-wit:
(Legal Description)

332 332
BEG 998.78 FT S NE Cor NE1/4 W ~~264~~ FT S 165 FT E ~~264~~ FT N 165 FT TO BEG SEC 5-28-2E

STREET ADDRESS:

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, forever.
IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand the day and year first above written.

Willie C. Richardson
SIGNATURE

Willie C. Richardson
TYPE OR PRINT NAME

Frohna M. Richardson
SIGNATURE

Frohna M. Richardson
TYPE OR PRINT NAME

SIGNATURE

TYPE OR PRINT NAME

SIGNATURE

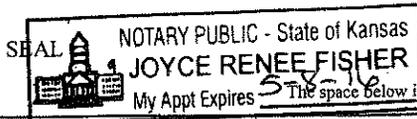
TYPE OR PRINT NAME

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 4 day of Feb A.D., 2014
by, Willie C Richardson Frohna M Richardson who appeared before me
TYPE OR PRINT NAME

Joyce Renee Fisher
Notary Public

My appointment expires: 5-8-16



The space below is reserved for REGISTER OF DEEDS

Exempt from Sales Validation Questionnaire
pursuant to K.S.A. 1991 Suppl. 79-1437e(3)

Scott Kuebel
10/14

Approved/Accepted by City Council this _____

**APPLICATION FOR SEWER SERVICE
OUTSIDE THE CORPORATE LIMITS OF
THE CITY OF WICHITA
AND RELATED PETITION AND CONSENT TO ANNEXATION**

The Governing Body of the City of Wichita, Kansas, this 2/4/14 approved and files the
(Date)

application of WILLIE C. RICHARDSON for sewer service to the following property:
(Name of applicant)

2543 S. WEBB WICHITA KS 67210
(Address and legal description of the property)

BEG. 998.78 FTS. NE COR NE 1/4 W 332 FT S

165 FT E 332 FT N 165 FT TO BEG. SEC. 5-28-2E

The applicant agrees to abide by the established rules and regulations of the Wichita Public Works & Utilities now in force, or which may hereafter be enacted or adopted by said Department of the City of Wichita, Kansas, and to pay for service at the established rate, all in accordance with Section 16 of the Code of the City of Wichita, or as amended. The applicant further agrees to have a drain layer licensed by the City of Wichita acquire a sewer permit and install the service line using City approved materials and installation methods.

The owners of land covered hereunder do hereby consent to, petition and request the annexation of such lands by the City of Wichita at such time as it determines appropriate (as contemplated in K.S.A. 12-519 et. seq.) Until such time as the annexation occurs, the owners covenant and agree they will not seek incorporation as a separate city nor annexation to any other city of the land, or any part thereof. The foregoing consent to annexation and covenants are hereby made binding on all heirs, successors and assigns and are made a covenant to run with the land and shall not be withdrawn without the consent of the City of Wichita; and in the event such consent is given, said services above may be terminated at the option of the City of Wichita. The undersigned agrees not to transfer title to the above premises or any portion thereof without notifying the purchaser of the existence of this application, but failures of purchasers of above property or any portion thereof to have actual notice of this application shall not diminish or enlarge the rights or obligations imposed hereunder.

The undersigned agrees that upon failure to comply with the terms of this agreement and permit, the covered service may be denied to the property above described and said service may be terminated without notice, all in accordance with the ordinance and regulations of the City. This remedy is in addition to all other legal remedies available to the City to assure full compliance with this agreement and permit.

SIGNATURES-INDIVIDUAL

APPLICANT-INDIVIDUAL

(fill in lines applicable)

Willie C Richardson
Signature-husband or individual applicant-male

WILLIE C RICHARDSON
(Name-Typed or printed legibly)

Frohna Michele Richardson
Signature-wife or individual applicant-female

Frohna Michele Richardson
(Name-Typed or printed legibly)

If married, both husband and wife must sign application.

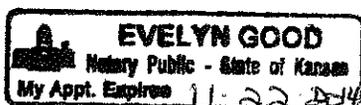
Notarization-Individual

STATE OF KANSAS, SEDGWICK COUNTY, SS:

BE IT REMEMBERED, that on this 4th day of February, 2014, personally appeared

before me, a Notary Public in and for the County and State aforesaid, Willie C Richardson &

Sharon Michele, personally known to be the same person(s) who executed the foregoing
Richardson
instrument of writing and duly acknowledged the execution thereof.



Evelyn Good

Notary Public

My Appointment Expires: Nov 22, 2014

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

ATTEST:

Karen Sublett, City Clerk

APPROVED BY:

Alan King, Director of
Public Works & Utilities

John Schlegel, Director of
Planning

Gary Janzen, Acting City Engineer

Carl Brewer, Mayor

City of Wichita
City Council Meeting
March 25, 2014

TO: Mayor and City Council

SUBJECT: Biosolids Facility Rehabilitation (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the project and adopt the resolution.

Background: The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council contains annual projects for replacing or rehabilitating sewer facilities and infrastructure. The proposed capital improvement project affects work necessary for ongoing compliance with state and federal regulations for wastewater treatment.

Analysis: The Biosolids Facility is located at Sewage Treatment Plant No. 2 near 57th Street South and Hydraulic. Biosolids are a byproduct of treating 38 million gallons of sewage on average each day. Modifications and associated work to the facility are necessary to comply with the Sewage Treatment Plant No. 2 Kansas Department of Health and Environment Permit and Environmental Protection Agency 503 Regulations for biosolids handling and disposal. The Biosolids Facility Rehabilitation project will provide electrical and other work to improve functionality and safe operating conditions for operations that are critical to ongoing compliance with state and federal regulations.

Financial Considerations: Cost of the Biosolids Rehabilitation project is estimated to be \$395,000. The cost of the project is built into existing rates and will be covered by the current Sewer Utility CIP.

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

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

Attachments: Resolution and Notice of Intent.

RESOLUTION NO. 14-090

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Rehabilitation of bio solids office and maintenance shop (s-27)

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is **\$395,000**. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$426,600** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid

from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

(Published in *The Wichita Eagle*, on _____.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. __-____, duly adopted _____, 2013, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

Rehabilitation of bio solids office and maintenance shop (s-27)

(the “Project”) at an estimated cost, including related design and engineering expenses of **\$395,000**.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed **\$426,600** under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
March 25, 2014

TO: Mayor and City Council
SUBJECT: Biofilter Odor Control Rehabilitation Project at Plant No. 2 (District III)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the project and adopt the resolution.

Background: The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council contains annual projects for replacing or rehabilitating sewer facilities and infrastructure.

Analysis: The biofilter is a structure that helps to reduce odors at the headworks of Sewage Treatment Plant No. 2 located near 57th Street South and Hydraulic. The existing biofilter media has outlived its useful life; therefore, rehabilitation is necessary in order to optimize effectiveness of existing odor control at the plant headworks. The Biofilter Odor Control Rehabilitation Project will provide for construction of a new single earthen basin and installation of the associated odor control equipment and materials.

Financial Considerations: Cost of the Biofilter Odor Control Rehabilitation Project is estimated to be \$415,000. The cost of the project is built into existing rates and will be covered by the current Sewer Utility CIP.

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

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

Attachments: Resolution and Notice of Intent.

RESOLUTION NO. 14-091

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Biofilter rehabilitation (s-26)

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is **\$415,000**. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$448,200** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid

from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on March 25th, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

(Published in *The Wichita Eagle*, on _____.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. __-____, duly adopted _____, 2013, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

Biofilter rehabilitation (s-26)

(the “Project”) at an estimated cost, including related design and engineering expenses of **\$415,000**.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed **\$448,200** under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
March 25, 2014

TO: Mayor and City Council

SUBJECT: Improvements to Parking Garage at 215 South Market (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: It is recommended that the City Council approve the revised project initiation for improvement work, approve the additional funding, approve the amended proposal for engineering services, and adopt the revised bonding resolution.

Background: Public Work & Utilities staff had submitted to the City Council on February 4, 2014 various options to undertake repairs to the recently acquired parking garage at 215 South Market. The original proposals to the City Council listed 4 options:

1. Repairs to allow for 110 parking spaces at a cost of \$5,400,000.
2. Repairs to allow for 240 parking spaces at a cost of \$6,850,000. (The City Council approved)
3. Repairs to the complete facility to provide 550 parking spaces at a cost of \$9,685,000.
4. Demolition of structure at a cost of \$5,350,000.

The City Council approved the phased repair option (item 2 above), but during those discussions, some City Council members asked about the issues related to repairing the garage under a phased program. Staff's response centered around the limited funding available at the moment and to further delay the repairs while the funding was obtained would only add considerable expense to the deteriorating conditions as well as continued lane closures of Market and William Streets. While not unusual to do phased repairs to parking garages, it would add to the overall cost based on a variety of factors.

Analysis: To complete the additional repairs to the garage under a phased approach would impede the current marketing efforts of the State Office Building (Finney Building); provide less business planning certainty to the large number of businesses in the downtown area that have expressed a need for additional parking; and hinder the increased parking needs for the current Century II complex. In addition, there would be financial losses associated with tenant parking as the structure would have many levels vacated during the repair and coating processes under a phased approach.

Staff study has determined that to complete the final repairs to the garage under a phased approach, direct construction expenses could be increased by \$480,000 to \$525,000 if the project was delayed by as little as one year and higher costs would be expected for delays extending beyond that timeline.

Financial Considerations: Funding in the amount of \$2,835,000 for the additional repair work will be provided through re-prioritization of the Commerce and St. Francis Street arterial projects reflected in the current 2011-2020 Capital Improvement Program (CIP). Funding for these two projects will be addressed in the new draft CIP from funding tentatively programmed in the amount of \$10 million for downtown improvements.

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

Recommendation/Action: It is recommended that the City Council approve the project using the 550 parking stall plan as the basis for the work, approve the additional funding, approve the amendment to the consultant's contract, adopt the revised bonding resolution and authorize all necessary signatures.

Attachments: Revised bonding resolution and contract amendment with Krudwig and Associates.

RESOLUTION NO. 14-092

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-048 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY (PARKING GARAGE – 215 S. MARKET)

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. 14-048 of the City (the “Prior Resolution), authorized the following described public improvements:

Labor, material, and equipment for the repair and stabilization of a City owned nine level public parking structure located at 215 S Market in the City, including design plans and engineering consultation

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

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

Section 1. Amendment. *Sections 1* and *2* of the Prior Resolution are hereby amended to read as follows:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project for approximately 550 parking spaces be completed at an estimated cost of \$9,685,000 in accordance with specifications prepared or approved by the City Engineer.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs are authorized to be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures authorized by Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. Repealer; Ratification. *Sections 1 and 2* of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on March 25th, 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorff, Director of Law

Second Reading Ordinances for March 25, 2014 (first read on March 18, 2014)

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

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.

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

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.

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

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.

D. Tourism Business Improvement District

ORDINANCE NO. 49-677

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.

City of Wichita
City Council Meeting
March 25, 2014

TO: Mayor and City Council

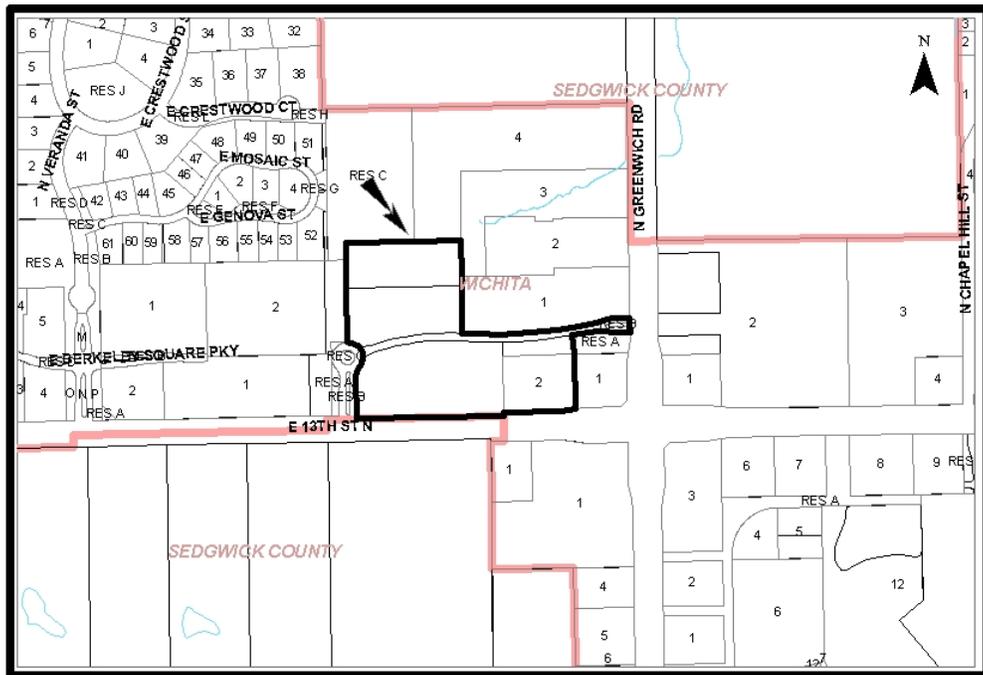
SUBJECT: SUB2014-00006 -- Plat of Berkeley Square 2nd Addition located on the west side of Greenwich, on the north side of 13th Street North (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site has been approved for a zone change (ZON2007-00014) from SF-5 Single-family Residential and LC Limited Commercial to LI Limited Industrial.

Analysis: Water and sewer services are available to serve the site.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

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

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and place the Ordinance on first reading.

Attachments: Ordinance.

Published in The Wichita Eagle on April 4, 2014

ORDINANCE NO. 49-678

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2007-00014

Zone change request from SF-5 Single-family Residential and LC Limited Commercial to LI Limited Industrial on property described as:

Berkeley Square 2nd Addition, Wichita, Sedgwick County, Kansas.

Generally located on the west side of Greenwich, on the north side of 13th Street North.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 1st day of April, 2014.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
March 25, 2014

TO: Wichita Airport Authority

SUBJECT: Change Order No. 16 – Airport Systems Integrator
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On July 17, 2012, the Wichita Airport Authority (WAA) approved a construction contract with Key-Walbridge to build the new airline terminal as part of the Air Capital Terminal 3 (ACT 3) program at Mid-Continent Airport. The contract with Key-Walbridge includes an identified Allowance No. 1 with a placeholder amount of \$9,217,000. This amount was an engineer’s estimate that was created in 2009 prior to the design of the information technology (IT) work, which includes the campus-wide telephone, network, electronic video information display system (EVIDS), and security systems. It was anticipated that the actual cost would need to be increased once the full scope of the project was determined, design was completed, and competitive pricing from vendors was obtained. These systems were kept separate from the terminal bid package to allow for a state-of-the-art technology-focused competitive procurement of the vendor (Systems Integrator), and the recognition that several of the replacement systems operate airport-wide in addition to being in the new terminal.

On October 25, 2013, the Staff Screening and Selection Committee met to evaluate qualification statements of six Systems Integrator vendors and selected four qualified firms to interview and submit formal cost proposals: C&C Group, Leidos (formerly SAIC), Security Equipment Inc., and SITA. The Committee interviewed the finalists on January 7, 2014, and received best and final offers from each on January 16th. On January 17, 2014, the Committee chose Leidos based on qualifications and experience with similar airport projects, compliance with specifications, project approach, project team, price, value, and presentation. The WAA is not the contracting party with Leidos, but instead Key-Walbridge will enter into a subcontract with Leidos as the Airport’s competitively-selected Systems Integrator vendor.

Analysis: The WAA approved the Systems Integrator project budget of \$9,217,000 on January 28, 2014, through the Allowance No. 1 Budget Initiation. At that time, the WAA was advised that a forthcoming request would be made to increase Allowance No. 1, and that the difference in cost (\$1,650,000) between the 2009 estimate and the actual bid price will be paid from the budgeted ACT 3 program contingency funds. The attached change order contains this formal request.

Financial Considerations: The total cost of the additional work is a not-to-exceed amount of \$1,650,000. The original contract amount is \$101,500,542. This change order represents 1.6% of the original contract amount. Funding is available within the approved program budget.

Legal Considerations: The Law Department has reviewed and approved the change order as to form. The cumulative change order amount is within the 25% of contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the Wichita Airport Authority approve Change Order No. 16 and authorize the necessary signatures.

Attachments: Change Order No. 16.

CHANGE ORDER (CO)

Change Order No.: **016**

Project Name: ACT 3 Terminal Building
 City of Wichita Project No.: 455-361-4
 FAA AIP Project No.: 3-20-0088-64

Date: 3/25/2014
 To (Contractor): Key Walbridge Joint Venture

THE CONTRACT IS CHANGED AS FOLLOWS:

Give description of work. Reference Change Proposal No., Change Directive No., Change Request No., and any other documents as applicable. Your attention is directed to Article 8 and Article 10 of the General Conditions of the Contract for guidelines in pricing and documentation to be provided.

List applicable CR #, PCO #, CD # etc.	Description	Amount
137	Increase allowance #1 for Systems Integrator	1,650,000.00
Total:		1,650,000.00

Original Contract Award Sum:	<u>\$101,500,542.00</u>
Net Change by Previous authorized Change Orders:	<u>\$1,119,624.00</u>
Total Contract Sum Prior to this Change Order:	<u>\$102,620,166.00</u>
Net increase/decrease in Contract Sum this Change Order:	<u>\$1,650,000.00</u>
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER:	<u>\$104,270,166.00</u>

Original Contract Time :	<u>860</u>	Days
Current Contract Time :	<u>860</u>	Days
This Change time add / deduct :	<u>0</u>	Days
Adjusted Contract Time :	<u>860</u>	Days

Except as modified in this agreement, all terms and conditions of the original Contract remain unchanged, in full force and effect, and are incorporated into this agreement to apply with equal force to the work described herein. This change order reflects complete and final payment for all costs for this Change including any and all schedule, field and home office overhead costs.

I hereby certify that I have reviewed and accept this Change Order in its entirety waive and release the Wichita Airport Authority (WAA) from any an all claims or cause of action arising therefore.

The undersigned Contractor has determined with regards to this Contract Change that the circumstances necessitating this Change in performance were not reasonably foreseeable at the time the bid was let, and that the Change does not expand the scope of work to be performed under the original Contract as signed, or that the Change Order, or that these conditions are not met, but the Change is in the best interest of the Wichita Airport Authority and adds value or utility that justifies WAA approval outside the existing policy.

ACCEPTED BY CONTRACTOR - Charlie Pfeifer	DATE
RESIDENT ENGINEER APPROVAL - James Armour, P.E.	DATE
PROGRAM MANAGER APPROVAL - Patrick McCollom, P.E.	DATE
DIRECTOR OF AIRPORTS APPROVAL - Victor White	DATE
DIRECTOR OF LAW, APPROVAL AS TO FORM - Gary Rebenstorf	DATE
MAYOR APPROVAL - Carl Brewer	DATE
CITY CLERK ATTEST	DATE

City of Wichita
City Council Meeting
March 25, 2014

TO: Wichita Airport Authority

SUBJECT: Change Order No. 17 – New Terminal Program
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On July 17, 2012, the Wichita Airport Authority (WAA) approved a construction contract with Key-Walbridge to build the new airline terminal as part of the Air Capital Terminal 3 (ACT 3) program at Mid-Continent Airport.

Analysis: Several required construction-related items need to be changed in the contract in order for work to proceed without delay to the program: additional security camera and communication systems infrastructure; improved maintenance access to the Terminal sidewalk snowmelt system; code-required lighting modifications; security improvements to the checkpoint law enforcement observation platform; upgrading restroom equipment; additional tile floor jointing; additional protection bollards; and other miscellaneous items. The attached change order has been prepared for the additional work.

Financial Considerations: The total cost of the additional work is a not-to-exceed amount of \$328,518. The original contract amount is \$101,500,542. This change order represents 0.32% of the original contract amount. Funding is available within the approved program budget.

Legal Considerations: The Law Department has reviewed and approved the change order as to form. The cumulative change order amount is within the 25% of contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the Wichita Airport Authority approve Change Order No. 17 and authorize the necessary signatures.

Attachments: Change Order No. 17.

CHANGE ORDER (CO)

Change Order No.: **017**

Project Name: ACT 3 Terminal Building
City of Wichita Project No.: 455-361-4
FAA AIP Project No.: 3-20-0088-64

Date: 3/25/2014
To (Contractor): Key Walbridge Joint Venture

THE CONTRACT IS CHANGED AS FOLLOWS:

Give description of work. Reference Change Proposal No., Change Directive No., Change Request No., and any other documents as applicable. Your attention is directed to Article 8 and Article 10 of the General Conditions of the Contract for guidelines in pricing and documentation to be provided.

List applicable CR #, PCO #, CD # etc.	Description	Amount
80R, 94, 99, 103, 107, 111, 115, 116, 117, 120, 122, 123, 128, 129, 131R, 133, 138	SEE ATTACHED DOCUMENTATION	328,518.00
Total:		328,518.00

Original Contract Award Sum:	\$101,500,542.00
Net Change by Previous authorized Change Orders:	\$2,769,624.00
Total Contract Sum Prior to this Change Order:	\$104,270,166.00
Net increase/decrease in Contract Sum this Change Order:	\$328,518.00
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER:	\$104,598,684.00
Original Contract Time :	860 Days
Current Contract Time :	860 Days
This Change time add / deduct :	0 Days
Adjusted Contract Time :	860 Days

Except as modified in this agreement, all terms and conditions of the original Contract remain unchanged, in full force and effect, and are incorporated into this agreement to apply with equal force to the work described herein. This change order reflects complete and final payment for all costs for this Change including any and all schedule, field and home office overhead costs.

I hereby certify that I have reviewed and accept this Change Order in its entirety waive and release the Wichita Airport Authority (WAA) from any an all claims or cause of action arising therefore.

The undersigned Contractor has determined with regards to this Contract Change that the circumstances necessitating this Change in performance were not reasonably foreseeable at the time the bid was let, and that the Change does not expand the scope of work to be performed under the original Contract as signed, or that the Change Order, or that these conditions are not met, but the Change is in the best interest of the Wichita Airport Authority and adds value or utility that justifies WAA approval outside the existing policy.

ACCEPTED BY CONTRACTOR - Charlie Pfeifer	DATE
RESIDENT ENGINEER APPROVAL - James Armour, P.E.	DATE
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DIRECTOR OF AIRPORTS APPROVAL - Victor White	DATE
DIRECTOR OF LAW, APPROVAL AS TO FORM - Gary Rebenstorf	DATE
MAYOR APPROVAL - Carl Brewer	DATE
CITY CLERK ATTEST	DATE

CHANGE ORDER (CO)

Change Order No.: **017**

Project Name: ACT 3 Terminal Building

Date: 3/25/2014

City of Wichita Project No.: 455-361-4

To (Contractor): Key Walbridge Joint Venture

FAA AIP Project No.: 3-20-0088-64

List applicable CR #, PCO #, CD # etc.	Description	Amount
080R	Relocate snow melt headers for future ease of maintenance by WAA staff.	\$45,808
094	Adjust Display case at cross-bracing and provide Stainless-Steel cladding similar to Decorative Formed Metal Column covers in non-directional SS finish.	\$11,573
099	Add Camera Interface Boxes for Passenger Boarding Bridges (PBB) security system conduit and wiring from terminal data room to PBB.	\$72,000
103	Provide automated soap dispensers in all restrooms and upgrade electric hand dryers.	\$24,186
107	Revise display case framing to support Historical Exhibits and advertising panels.	\$5,000
111	Wall revisions in restrooms to support partitions and add tile.	\$27,005
115	Added roof drains along Grid Line F to avoid future staining of walls from scuppers.	\$28,726
116	Add fire/smoke damper for rooms 1-066-D08 and 1-095-C08.	\$6,330
117	Add electrical conduit to future Glycol Tank. It is a cost savings to do this work now in advance of Apron Paving.	\$9,356
120	Revise jointing to add additional joints in Terrazzo floor.	\$9,531
122	Revision to TSA platform to add stainless steel.	\$14,022
123	CCR 052R Provide framing under curtain wall per RFI 547.	\$2,889
128	Add 5 floor flush mount J Boxes to serve future signage pylons.	\$5,827
129	Add data outlet boxes associated with Camera Interface Boxes.	\$0
131R	Add light fixtures and outlets in escalator pits and in top of elevator shafts per code requirements.	\$37,084
133	Widen doors to all elevator control rooms from 3' to 3'-6" and provide required gasketing for 1.5 hour fire rating.	\$8,745
138	Add additional bollards at Passenger Boarding Bridges	\$20,436
		\$328,518