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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. May 20, 2014

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on May 13, 2014

*****WORKSHOP TO FOLLOW*****

AWARDS AND PROCLAMATIONS

-- Proclamations:

National Public Works Week
Community Action Month
District 6 Nurses Association 35th Anniversary

I. PUBLIC AGENDA

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

1. Don Grandstaff - Nearly $3 Billion price tag for City projects.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 22)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Residences at Linwood. (District III)

   RECOMMENDED ACTION: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with partial waiver of the 20% market-rate unit requirement, to allow for a 10% market-rate unit requirement.

2. Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Step Stone Apartments. (District III)

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

3. Community Events - 2014 Wichita River Festival. (Districts I, III, IV and VI)

   RECOMMENDED ACTION: Approve the licensing report, street closures and request for permit for the 2014 Wichita River Festival, per the MOU between the City and WFI.

4. 2014 Wichita River Festival Resolution.

   RECOMMENDED ACTION: Adopt the Resolution to allow Wichita Festivals, Inc. to gate A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Wichita for the 2014 Wichita River Festival.

5. 2014 Wichita River Festival Resolution - Community Event with Alcohol Consumption.

   RECOMMENDED ACTION: Adopt the Resolution to allow alcohol consumption upon sidewalks and public streets during the Wichita River Festival, May 30 through June 7, 2014.

6. Adoption of Electric Franchises for Butler Rural Electric Cooperative Association, Inc.

   RECOMMENDED ACTION: Approve first reading of the franchise ordinance for Butler Rural Electric Cooperative Association, Inc.

7. Athletic Court Funding. (Districts I, II, and IV)

   RECOMMENDED ACTION: Adopt the bonding resolution, authorize initiation of the project, and authorize all necessary signatures.

8. Transfer of National Baseball Congress Assets to NBC Baseball Foundation and Appointment of Foundation Directors.

   RECOMMENDED ACTION: Adopt the Resolution authorizing appointment of Directors and approve the Agreement for transfer of assets.

9. Amended Agreement for Legal Services with Bever Dye, LC.

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

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 22)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated May 19, 2014.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2014	(Consumption on Premises)
Guillermo Botello	El Tenampa Mexican Restaurant LLC**	3302 West Central
Tin Lu	Good Taste Chinese Buffet Inc. **	1311 East 16th

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

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

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

   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Petition for Improvements to Messiah Baptist Church Fourth Addition. (District II)
   b. Revised Petitions for Improvements to Sierra Hills Second Addition. (District II)

   RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.
   a. Community Events - Blessed Sacrament Field Day. (District II)

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

6. Change Order:
   a. Change Order No. 1 for the 2014 Contract Maintenance Program.

   RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

7. Property Acquisition:
   a. Partial Acquisition of 211 North 135th Street West for the Maple to Central Improvement Project. (District IV)

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

8. Minutes of Advisory Boards/Commissions

Joint Investment Committee, April 3, 2014
Airport Advisory Board, April 7, 2014
Building Code Standards and Appeals, April 7, 2014

RECOMMENDED ACTION: Receive and file.

9. Repair or Removal of Dangerous and Unsafe Structures. (District I)

Property Address	Council District
a. 1731 North Volutsia	I

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on July 1, 2014 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

10. Payment for Settlement of Grievance.

RECOMMENDED ACTION: Authorize payment of $27,952 as full monetary settlement of all claims.

11. Approval of Sublease, Shannon No. 2, LLC. (District IV)

RECOMMENDED ACTION: Approve the sublease between Shannon No. 2, LLC and Crown Equipment Corporation and authorize the necessary signatures.

12. HOME Program - Housing Development Loan Program Funding. (District I)

RECOMMENDED ACTION: Approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

13. Purchase Option - MDI Limited Partnership #71. (District I)

RECOMMENDED ACTION: Adopt the Resolution approving the Special Warranty Deed and the Termination and Release of Lease Agreement to convey the property to MDI Limited Partnership #71 and authorize the necessary signatures.

14. 2013 Walking Paths and Exercise Systems.

RECOMMENDED ACTION: Approve the initiation of the funds, adopt the bonding resolution and authorize the necessary signatures.

15. 2014 Arterial Sidewalk and Wheelchair Ramp Program.

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

16. Sale of Surplus Properties Located to the West of the Residences in the 700 Block of North Arapaho and at 901 North Arapaho. (District V)

    RECOMMENDED ACTION: Accept the offers to purchase, approve the real estate agreements, and authorize the necessary signatures.

17. TIGER Planning Grant Application for Extension of Passenger Rail Service from Oklahoma City to Newton, Kansas.

    RECOMMENDED ACTION: Approve submittal of the TIGER Discretionary Grant Application for extension of passenger rail service from Oklahoma City to Newton, Kansas, approve the commitment of $25,000 toward the local match, and authorize the necessary signatures.

18. Weapons Destruction.

    RECOMMENDED ACTION: Receive and file the list of weapons.

19. Kansas Health Foundation Healthy Living Grant Agreement.

    RECOMMENDED ACTION: Approve the grant agreement and authorize the City Manager to sign the agreement.

20. Second Reading Ordinances: (First Read May 13, 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.

21. *A14-02 - Request by The Steppes at Ark Valley, LLC to Annex Lands Generally Located at the Northeast Corner of Harry and 127th Street East. (District II)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

22. *Housing Choice Voucher Family Self-Sufficiency Grant Application.

RECOMMENDED ACTION: Approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

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.

None

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Residences at Linwood (District III)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing and adopt the resolution.

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

The City has received a request from The Residences at Linwood, LLC (Brent Hurst) for a City Council resolution of support for an application for 9% Housing Tax Credits in connection with the Phase 2 renovation of the Linwood Apartments, now known as The Residences at Linwood.

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

Analysis: The Residences at Linwood is located at 2002 S. Hydraulic, and was formerly known as Linwood Apartments. According to the application, a total of 176 apartment units would be renovated under what will be the second and final phase of a full-scale renovation project. The Kansas Housing Resources Corporation approved an allocation of Housing Tax Credits in 2012 for the first phase of the renovation. The second phase of the renovation provides for 30 studio units, 116 one-bedroom units, and 30 two-bedroom units. Renovated apartment units will include refinished and/or new flooring, new countertops, vanities, sinks, light fixtures, plumbing fixtures, and HVAC systems, as well as full interior repainting, plumbing upgrades and electrical system upgrades. Exterior renovations include new roofing, landscaping and lighting, as well as brick repair and tuck-pointing. Amenities will include a community center/clubhouse, in-unit washing machines and dryers, and walking distance access to Linwood Park.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. The developer is requesting partial waiver of this requirement, and is seeking to provide 10% of the units as market-rate units, citing extenuating circumstances related to market conditions and financing. The developer believes the market conditions support a deviation from the guideline, because the additional income that

could be generated from additional non-HTC units would be minimal, at best, and would not support additional debt service. The rent amounts for HTC units would range from $390 to $550. The market-rate (or non-HTC) units are projected to rent for the same amount. According to the market study prepared for the project, rent amounts could be increased slightly, but leaving rent amounts at HTC levels would increase marketability for the units. Further, the Certified Public Accountant for the project has indicated that under the current regulatory environment, the Debt Coverage Ratio will not be sufficient for a renovation project of this nature. In addition, the developer has waived a substantial amount of the development fee for the project, under the proposed financing structure, which also increases the financial risk.

Planning Department staff reviewed the proposed project and indicated that it would be consistent with the Wichita-Sedgwick County Comprehensive Plan Functional Land Use Map, which designates the subject property for Urban Residential Land Uses. Planning staff noted that the site is zoned B Multi-family Residential (B) and MF-29 Multi-family (MF-29). These two zoning designations permit multi-family residences up to 75 dwelling units per acre. Planning staff further noted that the project would most likely trigger landscape ordinance requirements, given the project cost.

MABCD staff reviewed the project proposal and noted that most of the renovation work will require permits, and in the case of repair of basement walls, floor joists and roof trusses, plans prepared by an engineer. Accessible units are not required, unless required under the Housing Tax Credit program. Under currently adopted codes, automatic sprinklers are not required for buildings of four units or less. MABCD staff further noted that 264 parking spaces would require seven accessible parking spaces, utilizing the Universal Design layout.

DAB III voted (7-0) to recommend adoption of the resolution of support, with partial waiver of the 20% market rate unit requirement. The DCC also voted to recommend adoption of the resolution of support, with the partial waiver.

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

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

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

Financial Considerations: The total project cost is estimated to be $8,696,800. The project will be financed with HTCs, Historic Tax Credits, a loan provided by the investor/ownership entity, and deferred developer fees. The City will not be involved in the financing of the project.

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

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with partial waiver of the 20% market-rate unit requirement, to allow for a 10% market-rate unit requirement.

Attachments: Resolution

RESOLUTION NO. 14-134

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

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

Lots 1 through 16, Block C, Linwood Place Addition to Wichita, Sedgwick County, Kansas, AND

Lots 1 through 11, Block 2, Darrah's 1st Addition to Wichita, Sedgwick County, Kansas, AND

Lots 1 through 13, together with Lot 14, EXCEPT that part lying North & West of a line beginning at the Northeast corner; thence Southerly 44 feet along the East line; thence Westerly 30.57 feet; thence Southwesterly 90 feet; thence Southerly 32 feet more or less to the South line of the lot; together with Lot 15 EXCEPT that part lying West of a line beginning 125 feet West and 42 feet North of the Southeast corner of lot 16 extending 86 feet to the North line of lot 15; together with Lot 16 EXCEPT that part lying West of a line beginning 125 feet West of the Southeast corner; thence North 42 feet; thence Northeasterly 23 feet more or less to the N line of lot 16, all in Block 1, Replat of Block 1 Darrah's 1st Addition to Wichita, Sedgwick County, Kansas.

WHEREAS, this housing development will have a total of 176 apartment units, with 158 units considered to be assisted through the Housing Tax Credit program. Amenities to include a clubhouse/community room and in-unit washing machines and dryers.

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

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until May 20, 2016. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

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

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

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 20th day of May, 2014.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Step Stone Apartments (District III)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing and adopt the resolution.

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

The City has received a request from Kansas Affordable Housing Corporation (Mennonite Housing Rehabilitation Services, Inc., and StepStone, Inc.), for a City Council resolution of support for an application for 9% Housing Tax Credits in connection with the acquisition of sites and the development of the Step Stone Apartments, to be located at 1340 Bluffview.

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

Analysis: The proposed project involves acquisition of sites on the east side of Bluffview, including 1326, 1330, 1334, 1340, 1342, 1346, and 1350 S. Bluffview, as well as a vacant tract of land immediately adjacent/northeast of these sites. Existing housing structures on these sites would be demolished, with three new two-story, four-plex style buildings and a clubhouse to be constructed. The proposed apartment complex will offer a total of 24 apartment units, including four one-bedroom units, six two-bedroom units, 12 three-bedroom units, and two four-bedroom units. According to the HTC application, preliminary tax credit rent amounts are estimated to be $425 for the one-bedroom units, $525 for the two-bedroom units, $625 for the three-bedroom units, and $725 for the four-bedroom units.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. Waiver of this requirement is requested, as the project will serve victims of domestic violence, considered to be homeless and therefore a special needs population. The HTC Policy provides for a waiver of the 20% market-rate unit requirement when special needs populations are exclusively served.

MABCD staff reviewed the project proposal and preliminary site plan. MABCD staff noted that two accessible parking spaces will be required, near the clubhouse building and also near an apartment entrance. Further, additional parking may be required for the clubhouse, depending on proposed uses and the floor plan. Although it appears that adequate turnaround area for fire department vehicles has been provided, it will be necessary to verify dimensions during the plan review process. Fire sprinkler systems will be required for all of the buildings, and there must be fire hydrants placed within 500 feet of all points of each building and within 400 feet of the clubhouse building. One-hour fire resistant construction between dwelling units (floors and walls) is required, and must be extended through the ceiling/roof area, unless one-hour fire resistant ceiling/roof assembly is constructed. Internal travel distance from the most remote point to the exterior door must be within 50 feet for apartment units with only one exit.

Planning Department staff also reviewed the proposed project and reported that the project is consistent with the Wichita-Sedgwick County Comprehensive Plan Functional Land Use Map, which designates the subject property for Urban Residential Land Uses. Planning staff noted that the site is zoned B Multi-family Residential (B). This zoning designation permits multi-family residences up to 75 dwelling units per acre. The project must comply with the landscape ordinance and screening fencing shown on the preliminary site plan, will be required. Proposed buildings must be reviewed for code compliance related to compatibility building and height setbacks. Planning staff also indicated that the trash dumpster enclosure appeared to meet code requirements.

DAB I voted (7-0) to recommend adoption of the resolution of support, with waiver of the 20% market rate unit requirement. The DCC also voted to recommend adoption of the resolution of support, with the waiver.

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

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

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

Financial Considerations: The total project cost is estimated to be $6,075,250. Financing includes proceeds from the sale of the HTCs, a private sector loan, a grant from StepStone, Inc., funding from the Federal Home Loan Bank Affordable Housing Program, and deferred developer fees. The City will not be involved in the financing of the project.

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

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

Attachments: Resolution

RESOLUTION NO. 14-135

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

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

1326, 1330, 1334, 1340, 1342, 1346, 1350 S. Bluffview Drive, and Lot 37, Block G, Hilltop Manor Subdivision, a replat of part of Hilltop Manor & Hilltop Manor 2nd Addition.

WHEREAS, this housing development will contain up to 24 apartment units including four one-bedroom units, six two-bedroom units, 12 three-bedroom units, and two four-bedroom units, a clubhouse/community building and children's play area.

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

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until May 20, 2016. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

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

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 20th day of May, 2014.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

Agenda Item No. IV-3

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: Community Events - 2014 Wichita River Festival. (Districts I, III, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve the licensing report, street closures and request for permit for the 2014 Wichita River Festival per the Memorandum of Understanding (MOU) between the City of Wichita (City) and Wichita Festivals, Inc. (WFI).

Background: Since 1972, WFI has coordinated and produced a multi-day community celebration that attracts local residents and tourists from the State of Kansas and surrounding states. The City entered into a two-year MOU with WFI on February 20, 2014 that outlines the expectations for the sponsorship of the festival by the City. In-kind services, permits, licenses, street closures and security provided by the Wichita Police Department are clearly outlined in the MOU to ensure the requirements and conditions of the Special Event Ordinance are followed.

Analysis: WFI is coordinating with City departments for licensing and street closure requests. Approval of such permit will be in lieu of the issuance of individual permits and authorizations identified as necessary.

Financial Consideration: City sponsorship of $40,000 will be taken from the Convention and Tourism Fund. The City also agrees to meet the commitment of $50,000 for in-kind services to WFI, which is at a level similar to the previous year.

Legal Consideration: The Law Department has reviewed and approved the certificate of insurance as to form.

Recommendation/Actions: It is recommended that the City Council approve the licensing report, street closures and request for permit for the 2014 Wichita River Festival, per the MOU between the City and WFI.

Attachments: River Festival Licensing and Street Closure Request.

City Licensing Report
2014 Wichita Riverfest

Location	Date - start	Date - end	Approvals
CII Drive	2014-05-23 0:00	2014-06-10 0:00	1. Permmision to use site. 2. Permision to hang banners/signage. 3. Permission to use electric box on Douglas & Water. 4. Permission to use waste water (sewer) connection. 5. Permission to use water supply. 6. Permission to use parking lot behind food court.
SG CO Historical Mues.	2014-06-01 0:00	2014-06-02 0:00	1. Permission to use site & hang banners/signs.
Abode Venue	2014-05-30 0:00	2014-05-30 0:00	NA
WaterWalk (Hyatt Lawn, WaterWalk Fountains Area, Lot D, Lot C)	2014-05-29 0:00	2014-06-10 0:00	1. Permission to use site. 2. Permission to hang banners/signage. 3. Permission Chris Cakes. 4. Permission to set electrical panels at N.E. and S.W. corner of lawn from ground source. 5. Permission to install Zipline poles on Hyatt Lawn and West bank of river, as discussed. 6. Permission to have fountains on and active during event. 7. Permissin to Park RV in dirt space between Boathouse and Gander Mtn.
Kennedy Plaza & Lot B	2014-05-27 0:00	2014-06-10 0:00	1. Permmision to use site. 2. Permision to hang banners/signage. 3. Permission to use Lot B for parking on some nights. 4. Permission to park RV in Lot A.
A. Price Woodard Park	2014-05-23 0:00	2014-06-10 0:00	1. Permmision to use site. 2. Permision to hang banners/signage. 3. Permission to hang string lights from trees. 4. Permission to set electrical panels for floating stage 5. Permission to use electric drops throughout APW 6. Permission to have fountains on and active during the event.
OJ Watson Park	2014-06-07 0:00	2014-06-07 0:00	1. Permission to use site. 2. Permission to hang banners/signs. 3. Permission to use electricity. 4. Permission to use parks volleyball nets and courts.
Tripodal Grass Area at Century II	2014-05-27 0:00	2014-06-10 0:00	1. Permission to use site & hang banners/signs.
Wichita Public Library West side	2014-05-27 0:00	2014-06-10 0:00	1. Permission to use site on behalf of Library. 2. Permission to hang banners/signs.
Big Arkansas River/Under Douglas St. Bridge (East Bank)	2014-05-27 0:00	2014-06-10 0:00	1. Permission to use waterway from Kansas Wildlife & Parks Department. 2. Permission to hang banners/signage. 3. Permission to use waterway from City of Wichita Park Department.
Big Arkansas River	2014-05-27 0:00	2014-06-10 0:00	1. Permission to use sight &hang banners/signs.

E. Riverbank, Between Gander Mnt. & 1st St	2014-05-27	2014-06-10	1. Permission to use site. 2. Permission to hang banners/signage. 3. Permission to use waterway from Kansas Wildlife and Park Department. 4. Permission from City of Wichita Park and Recreation Department to use river banks, bike paths, waterway, and boat ramp. 5. Permission to use 4 wheeler for set up and tear down. 6. Permission to park 4 wheeler and loaded trailer inside the Hyatt lawn venue on Tues 5/27/14 and move out early on Sunday morning 6/8/14. 7. Permission to use Gander Mountains south parking lot. 8. Permission to move deer stands and other objects in Gander Mountain parking lot to clear adequate space for event staging in Ganders south lot.
Veterans Memorial Park	2014-06-03 0:00	2014-06-03 0:00	1. Permission to use site & hang banners/signs.
Exploration Place	2014-05-30 0:00	2014-06-07 0:00	1. Permission to use site & hang banners/signs.
Drury Park; East Bank of River, North of Douglas	2014-05-29 0:00	2014-06-08 0:00	1. Permission to use waterway from KS Wildlife and Parks Department 2. Permissions to hang banners/signage. 3. Permission to use waterway from City of Wichita Park Department 4. Permission to set 10x10 tent on Friday, May 30. 5. Permission to set storage unit under bridge on Friday, May 30. 6. Permission to use 5 spaces at 1st and Waco lot for boat trailers and extra storage. Need 4 vehicle passes (marked for Drury)
Botanica	2014-06-01 0:00	2014-06-01 0:00	1. Permission to use site. 2. Permission to hang banners/signage.
South Lakes Sport Complex	2014-05-30 0:00	2014-06-07 0:00	1. Permission to use site. 2. Permission to hang banners/signage.
Downtown	2014-05-29 0:00	2014-06-08 0:00	1. Permission to use site for Sundown Parade. 2. Permission to hang banners/signage.
Lot on SW corner of Sycamore & 2nd Street	2014-05-27 0:00	2014-06-09 0:00	1. Permission to use site & hang banners/signs.
WaterWalk, Wichita Boathouse & Boathouse North Lawn	2014-06-02 0:00	2014-06-03 0:00	1. Permission to use site & hang banners/signs.
West Bank Stage Area & Delanon Park	2014-05-27 0:00	2014-06-10 0:00	1. Permission to use site. 2. Permission to hang banners/signage.
1st & Waco Lot	2014-05-23 0:00	2014-06-10 0:00	1. Permission to use site & hang banners/signs.
Lawrence Dumont Stadium	2014-06-01 0:00	2014-06-01 0:00	1. Permission to use site. 2. Permission to hang banners/signage.

Event Name	Location	Location Specifics	Street Closings	Street Closure Signage & Barricades
2014: 9-day Food Court	CII Drive		**5/22 at 9:00 am - 6/9 at 11:00 pm** 1. Century II Dr. between Douglas & S. Main St.	**Type 3 Barricades**: 4 on CII Dr. at Douglas, 4 on CII Dr. at S. Main St. **No Left Turn**: 1 westbound on Douglas at CII Drive. **Navigators**: 20 closing off leftand center westbound on Douglas.
2014: World Record Attempt - Logest Line Of Bicycles	WaterWalk/Kennedy Plaza		**May 31, 12:30pm – 2:30pm** 1. Waterman/Maple from Hyatt Drive to McLean 2. McLean from Waterman/Maple to Douglas 3. Douglas from McLean to Main 4. Main from Douglas to Waterman	
2014: Kennedy Plaza Event Space	Kennedy Plaza		**5/27 at 9:00 am - 10:00 pm** **5/28 at 9:00 am - 10:00 pm** **5/29 at 9:00 am - 10:00 pm** **5/30 at 9:00 am - 1:00 am** **6/1 at 8:00 am - 1:00 am** **6/2 - 6/5 at 2:00 pm - 1:00 am** **6/6 at 7:00 am - 6/9 at 12:00 pm** 1. Douglas between Waco & Water St. 2. N. Civic Center Place at Douglas. 3. Willis Coroon Dr. at Douglas.	**Road Closed Ahead**: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McClean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main. **Left Turn Only**: 1 - East bound on Douglas at Waco. **Right Turn Only**: 1 - West bound on Douglas at Water. **Type 3 Barricades**: 6 - Douglas & Waco, 6 - Douglas & Water, 2 - Douglas & N. Civic Center Pl., 2 - Douglas & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco).
2014: WaterWalk Event Area	WaterWalk		**5/28 at 9:00 am - 6/10 at 11:00 pm** 1. S Wichita St between Lewis St &the Hyatt Driveway 2. S Water St between W Waterman St & W Dewey St 3. Waterwalk Plc/W Lewis St. between S Wichita St & S Water St ---------- **6/4 at 12:00 pm - 6/4 12:00 am** and **6/7 at 9:00 am - 6/7 at 10:00 pm** 1. Lewis St (including Lewis St Bridge) between S McLean Blvd & S Wichita 2. S Wichita St between Lewis St & W. Dewey St.	**Road Closed Ahead**: 1 - east bound on W Maple St west of S McLean Blvd, 1 - west bound on E Waterman St west of S Main St, 1- on E Dewey St east of S Main St, 1- on S Water St south of W Kellogg Ave, 1- on S Wichita St south of W Kellogg Ave **Road Closed**: 1 - east bound on W Lewis St just east of S McLean Blvd, 1 - west bound on W Waterman St just west of S Main St, 1- on S Water St just south of W Dewey St, 1- on S Wichita St just north of W Dewey St **Type 3 Barricades**: 1 - east bound on W Lewis St just east of S McLean Blvd, 1 - west bound on W Waterman St just west of S Main St, 1- on S Water St just north of W Dewey St, 1- on S Wichita St just north of W Dewey St **No Right Turn**: 1 - southbound on S Main St just north of W Waterman St, 1 - westbound on W Dewey St at S Wichita St. **No Left Turn**: 1 - northbound on S Main St at W Waterman St **Cones**: 20 - closing off center lane eastbound on W Maple St at S McLean Blvd, 20 - closing off center lane westbound on W Waterman St at S Main St, 10 - closing off left turn lane on S Main St at W Waterman St,
2014: Aviation Day	Kennedy Plaza		**5/31 at 10:00 pm - 6/2 at 3:00 am** 1. Douglas between Water & Main St. 2. Water between Douglas & First 3. Main St. between Douglas & Williams 4. Main St. between Williams & English 5. Main St. between English & Waterman	**Road Closed Ahead**: 1 - east bound on Douglas at Sycamore, 1 - east bound Douglas at McClean, 1 - West bound Douglas at Market, 1 - West bound Douglas at Main. **Left Turn Only**: 1 - East bound on Douglas at Waco. **Cones**: 20 - closing off right hand lane on eastbound Douglas at Waco **Type 3 Barricades**: 6 - Douglas & Waco, 6 - Douglas & Main St., 2 - Douglas & N. Civic Center Pl., 2 Douglas & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco), 2 Main St & Douglas Ave, 2 - Mainst. & William St., 2 - Main St. & English St.

2014: Marketplace			**6/7 at 5:00 am - 6/8 at 12:00 am** 1. Douglas between Water & Main St. 2. Water between Douglas & 1st St.	**Road Closed Ahead**: 1 - West bound on Douglas at Broadway, 1 - west bound Douglas at Market **Left Turn Only**: 1 - West bound on Douglas at Main. **Cones**: 20 - closing off right hand lane on westbound Douglas at Main **Type 3 Barricades**: 6 - Douglas & Waco, 6 - Douglas & Main St., 2 - Douglas & N. Civic Center Pl., 2 Douglas & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco).
2013: Fireworks - Opening Night	Fireworks Locations	Location: Viewing along the Arkansas River from Lewis to 1st St	**5/30 from 12:00 PM - 11:00 PM** 1. Douglas from Water to Sycamore (12:00 PM - 11:00 PM) 2. 2nd/1st from McLean to Waco (5:30 PM - 11:00 PM) 3. McLean from 1st to Maple (5:30 PM - 11:00 PM) 4. N. Civic Center Place at Douglas. (12:00 PM - 11:00 PM) 5. Willis Coroon Dr. at Douglas. (12:00 PM - 11:00 PM) 6. Waco from Douglas to 1st (5:30 PM - 11:00 PM) 7. Sycamore from McClean to Douglas (12:00 PM - 11:00 PM)	**Road Closed Ahead**: 1 - east bound on Douglas at Osage St., 1 - east bound Douglas at Oak, 1 - West bound Douglas at Market, 1 - West bound Douglas at Broadway. **Left Turn Only**:1 - North bound on McClean at Maple, 1 - East bound on 1st/2nd at McClean **Right Turn Only**: 1 - West bound on Douglas at Water. **Cones**: 20 - closing off right hand lane on eastbound Douglas at Waco, 20 - closing off left lane westbound Douglas at Water **Type 3 Barricades**: 6 - Douglas & Sycamore, 6 - Douglas & Water, 2 - Douglas & N. Civic Center Pl., 2 Douglas & Willis Coroon Dr., 2 - Waco Extension (Douglas & Waco), 6 - 2nd/1st & McClean. 2 - 1st & Waco
2013: River Run	WaterWalk		Kansas Health Foundation River Run Street Closings Saturday, May 31, 2014 2:00 am - 11:00 am 1. Lewis Street, McLean Boulevard to Waterman Street 2. Waterman Street, Lewis Street to Washington Avenue 3. Wichita Street, Dewey Street to Lewis Street 4. Water Street, Waterman Street to Main Street 5. Main Street, Lewis Street to English Street 6. Market Street, Lewis Street to Douglas Avenue 7. Broadway Avenue, Lewis Street to First Street 8. Topeka Street, Lewis Street to First Street 9. Emporia Street, Lewis Street to Douglas Avenue 10. St. Francis Street, Waterman Street to Mead Street 11. Commerce Street, Waterman Street to Mead Street 12. Mead Street, Waterman Street to Douglas Avenue 13. Douglas Avenue, Washington Street to Sycamore Street 14. Main Street, First Street to Williams Street 15. Waco Street, Douglas Avenue to Ninth Street 16. First Street/Second Street, McLean Boulevard to Wichita Street 17. Second Street, Wichita Street to Riverview Street 18. Third Street, Wichita Street to Waco Street 19. Central Avenue, Main Street to Greenway Boulevard 20. Murdock Street, Water Street to West Stackman Drive 21. Eight Street, Waco Street to Backbay Boulevard 22. Backbay Boulevard, Eight Street to Ninth Street 23. Ninth Street, Backbay Boulevard to Bitting Street 24. Jefferson Street, Eighth Street to Oak Park Drive 25. Oak Park Drive, Bitting Street to Eleventh Street 26. Bitting Street, Tenth Street to West River Boulevard 27. Forest Street, Oak Park Drive to Eleventh Street 28. Eleventh Street, Oak Park Drive to West River Boulevard 29. Briggs Street, West River Boulevard to Litchfield Street 30. Litchfield Street, West River Boulevard to Faulkner Street 31. Faulkner Street, West River Boulevard to Buffum Street 32. Buffum Street, West River Boulevard to Carter Street	See attacehd barricade location document.

			33. Carter Street, West River Boulevard to Riverside Avenue 34. Riverside Avenue, West River Boulevard to Nims Street 35. Nims Street, Franklin Street to West River Boulevard 36. Wiley Street, West River Boulevard to Murdock Street 37. West River Boulevard, Eleventh Street to Murdock Street 38. Stackman Drive, Murdock Avenue to Central Avenue 39. Nims Street, Riverside Park Drive to Central Avenue 40. Spaulding Street, Murdock Avenue to Stackman Drive 41. Gilman Street, Murdock Street to Buffum Street 42. Buffum Street, Stackman Drive to Faulkner Street 43. Faulkner Street, Stackman Drive to Pine Street 44. Pine Street, Stackman Drive to Sim Park Drive 45. Sim Park Drive, Stackman Drive to Central Avenue 46. Central Avenue, Nims Street to Seneca Street 47. Seneca Street, Central Avenue to McLean Boulevard 48. McLean Boulevard, Seneca Street to Taft Street 49. Sycamore Street, McLean Boulevard to Maple Street 50. Maple Street, McLean Boulevard to Lewis Street	
2013: Sundown Parade	Downtown	Parade Route: Start: Central and Main; south on Main to Douglas; west on Douglas to Waco; north on Waco to 3rd St N. Staging on Main, north of Central to 11th St N between Water & Market. See street closure/ barricade map for specifics.	Staging: 5:30 p.m. - 9:00 p.m. 1. Main from Central to 11th 2. Elm from Water to Market 3. Pine from Wichita to Market 4. Wichita from Murdock to Central 5. Wichita from Murdock to 8th St. (both ends) 6. Water from Murdock to Elm 7. 8th from Water to Market 8. 9th from Water to Market 9. 10th from Water to Market Central stays open for cross traffic for as long as practical. Parade: 6:00 p.m. - 9:00 p.m. 1. Main from Central to English 2. 2nd from Market to Waco 3. 1st from McLean to Main 4. Waco from Douglas to Central 5. 3rd from Riverview to Market 6. Central from Market to Nims 7. Greenway from Central to Waco 8. Douglas from McLean to Market 9. William from Market ot Main 10. Murdock form Waco to Market 11. Water form Douglas to 3rd Note: Any trafic exiting the Core Area or to/from the Broadview Hotel, CII personnel and Hyatt Service will access via Doguals from McLean. Note: Northwest portion of 1st and McLean intersection remains open for traffic. WPD ultimately controls the actual times of street closings and openings.	See attacehd barricade location document.

2014: Touch a Truck **WW**	** 6/4 at 3:00 pm - 12:00 am** 1. Waterman (including Lewis St. Bridge) between McClean & Hyatt Driveway 2. Wichita between Waterman & Dewey 3. Water between Waterman & Dewey 4. Lewis St. between Wichita & Water	**Road Closed Ahead**: 1 - east bound Maple at Oak, 1 - east bound Maple at Sycamore, 1 - west bound Waterman at Market, 1 - west bound Waterman at Broadway, **Type 3 Barricades**: 6 - Maple & Mclean, 6 - Waterman & Main, 2 - Dewey & Wichita, 2 - Dewey & Water. **No Right Turn**: 1 - southbound on Main at Waterman, 1 - westbound Dewey at Wichita. **No Left Turn**: 1 - northbound on Main at Waterman. **Cones**: 20 - closing off center lane eastbound on Maple at McClean, 20 - closing off center lane westbound on Waterman at Main, 10 - closing off left turn lane on Main at Waterman.

Agenda Item No. IV-4

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: 2014 Wichita River Festival Resolution

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Adopt the Resolution to allow Wichita Festivals, Inc., to gate A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Wichita for the 2014 Wichita River Festival.

Background: Wichita Festivals, Inc., has requested permission to fence and charge admission to A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Wichita as part of the Wichita River Festival, May 30 to June 7, 2014. Fence installation would begin on Thursday, May 22, 2014 at 8:00 a.m. and would be removed by Wednesday, June 11, 2014 at 5:00 p.m.

Analysis: Section 9.03.170 of the Code of the City of Wichita permits the closing of A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Wichita for special events complying with the requirements of Section 3.11.080 and the factors set forth in Section 9.03.080 of the City Code. Wichita Festivals, Inc., would be required to obtain appropriate approval for all 2014 Wichita River Festival events and activities, specifying dates, times, locations and other pertinent data.

The Resolution would allow A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Wichita to be fenced and would allow Wichita Festivals, Inc., to charge admission for events associated with the Wichita River Festival.

Financial Considerations: There are no financial considerations.

Legal Considerations: The Law Department has prepared the proposed Resolution and approved as to form.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution to allow Wichita Festivals, Inc., to gate A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Wichita for the 2014 Wichita River Festival.

Attachments: Resolution

(First Published in the Wichita Eagle on May 23, 2014)

RESOLUTION NO. 14-136

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

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

WHEREAS, Wichita River Festival events, operated by Wichita Festivals Inc., to be held May 30 through June 7, 2014, will not obstruct the operation of emergency vehicles or equipment in or through the area;

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

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

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

1. A. Price Woodard Park and the lawn adjacent to the Hyatt Regency Hotel and Conference Center shall be closed to the public for the duration of the Wichita River Festival held from May 30 to June 7, 2014. Wichita Festivals Inc. will be allowed to fence and charge admission for entry into both the park and the lawn adjacent to the

Hyatt. Additionally, vendors will be allowed to sell merchandise within both areas during the event.

2. All events to be held at both sites will be subject to approval by the Community Event Committee pursuant to Chapter 3.11 of the Code of the City of Wichita.
3. This resolution shall be effective upon adoption by City Council.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this 20th day of May, 2014.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf
City Attorney

Agenda Item No. IV-5

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: 2014 Wichita River Festival Resolution - Community Event with Alcohol Consumption

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Adopt the Resolution to allow alcohol consumption during the Wichita River Festival, May 30 through June 7, 2014.

Background: A Community Event Application that would establish a temporary entertainment district (TED) and allow alcohol consumption has been submitted for the Wichita River Festival, scheduled for May 30 through June 7, 2014. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required to authorize consumption of alcoholic liquor on sidewalks and on public streets that have been closed to motor vehicle traffic during such licensed community event. The City Council has approved the request for street closures involved in this event and which are depicted on the attached map. The TED is bounded by Douglas Avenue on the North and includes the plaza area surrounding Century II and A. Price Woodard Park, extending along the river bank south where it expands to include the Waterwalk and Waterwalk Pavilion area, including west Waterman Street. The location for alcohol consumption will vary depending upon the time of day. Additionally, the TED includes the Lewis Street Bridge during the evenings and weekend hours. Upon review of the application for this community event and upon consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, the City Council shall determine if such approval should be given.

Analysis: Staff has reviewed the application for the community event with consumption of alcoholic liquor allowed. Based upon the factors set forth in Section 3.11.080 of the City Code, staff finds that all of the criteria set forth therein have been met and recommends approval of the event permit.

Financial Consideration: There are no financial considerations.

Legal Consideration: The Law Department has prepared the proposed Resolution and approved as to form.

Recommendation/Actions: It is recommended that the City Council adopt the Resolution to allow alcohol consumption upon sidewalks and public streets during the Wichita River Festival, May 30 through June 7, 2014.

Attachments: Resolution and map of proposed sites for consumption of alcoholic liquor for the Wichita River Festival.

RESOLUTION NO. 14-137

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING THE 2014 WICHITA RIVER FESTIVAL

WHEREAS, the City Council has approved as a community event , the Wichita River Festival, to occur from May 30 through June 7, 2014.

WHEREAS, the City Council has approved the following public streets to be closed to vehicular traffic for such event upon the dates and during the times as follows:

1. South Century II Drive from Main Street to Douglas Avenue; South Cancun Street; and Century II Drive from South Cancun Street to the north curb line of West Tlalnepantla Drive will be closed with the consumption of alcoholic liquor allowed from 11:00 a.m. through 11:00 p.m. on Friday, May 30; from 10:00 a.m. to 11:00 p.m. on Saturday, May 31 and Sunday, June 1, and Saturday, June 7, 2014; and from 11:00 a.m. until 10:00 p.m. on Monday through Friday, June 2 through June 6, 2014.
2. Douglas Avenue from the east curb line of Waco Avenue to the west curb line of Water Street; the south 50 feet of Civic Center Place; and the south 50 feet of Wichita Street will be closed with the consumption of alcoholic liquor allowed from 4:00 p.m. to 11:00 p.m. on Friday, May 30; from 4:00 p.m. to 10:00 p.m. on Monday, June 2 through Friday, June 6; and from 10:00 a.m. to 11:00 p.m. on Saturday, May 31, Sunday, June 1 and Saturday, June 7, 2014.
3. Waterman/Lewis Street from approximately 20 feet west of the Hyatt driveway to the east curb line of Wichita Street will be closed with consumption of alcoholic liquor allowed from 11:00 a.m. through 11:00 p.m. on Friday, May 30; from 10:00 a.m. to 11:00 p.m. on Saturday, May 31 and Sunday, June 1, and Saturday, June 7, 2014; and from 11:00 a.m. until 10:00 p.m. on Monday through Friday, June 2 through June 6, 2014.
4. Waterman /Lewis Street from 20 feet west of the Hyatt driveway to the west end of the Lewis Street bridge and South Wichita Street from the south curb line of Waterman Street to the north edge of the north entrance into the Wichita Boathouse parking will be closed with the consumption of alcoholic liquor allowed from 4:00 p.m. to 11:00 p.m. on Friday, May 30; from 4:00 p.m. to 10:00 p.m. on Monday, June 2 through Friday, June 6; and from 10:00 a.m. to 11:00 p.m. on Saturday, May 31, Sunday, June 1 and Saturday, June 7, 2014.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at the Wichita River Festival has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the

Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of the Wichita River Festival as set forth above and to occur upon the dates and during the times above stated.

ADOPTED by the governing body of the City of Wichita, Kansas, this 20th day of May, 2014.

CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No. IV-6

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council Members

SUBJECT: Adoption of Electric Franchises for Butler Rural Electric Cooperative Association, Inc.

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Renew the franchise through a new ordinance.

Background: The City has a franchise agreement with Butler County Electric Cooperative Association, Inc. It expired on March 1, 2014. An extension was entered into between the parties until May 15, 2014.

Analysis: The renewed agreement with Butler Rural Electric Cooperative Association, Inc. (Company) is substantially the same as the 2004 agreement. This renewed agreement will expire on March 1, 2024.

Key provisions of the franchise agreement are:

- The City will receive a franchise payment from the Company equal to 5% of its gross receipts from sales within the City limits. Any changes in rates of compensation by the City will automatically apply to the Company upon proper notice.
- The term of the franchise is 10 years with reopening of the agreement within that time if certain changes occur.
- The Company must repair or replace any of the City's improvements that are impacted by the placement or maintenance of its facilities.
- The City has the right to review and approve facilities placed in the right-of-way.
- The Company must relocate their facilities when necessary for the construction of public improvements.
- Facilities will be placed underground in the downtown area and elsewhere where feasible. (Facilities within all new subdivisions will continue to be placed underground as required by subdivision regulations).

The provisions of the final agreement with the Company will be adopted by the franchise ordinance.

Financial Considerations: The City will receive five percent of the gross receipts of the Company from the provisioning of electrical service to customers within the City limits. Increases to this rate will apply upon any changes to City ordinance and proper notification to the Company. The Company paid $5023.00 in franchise fees in 2013. It is anticipated that this amount will remain similar with slight industry increases.

Legal Considerations: The franchise ordinance is consistent with the requirements of the laws of the State of Kansas. This franchise ordinance has been reviewed and approved as to form by the City Attorney. The ordinance requires two readings and one publication.

Recommendations/Actions: It is recommended that the City Council approve first reading of the franchise ordinance for Butler Rural Electric Cooperative Association, Inc.

Attachments: Renewed franchise agreement.

Published in the Wichita Eagle on June 5, 2014

BUTLER COUNTY ELECTRIC COOPERATIVE ASSN., INC.

ORDINANCE NO. 49-755

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, GRANTING TO BUTLER RURAL ELECTRIC COOPERATIVE ASSN., INC., ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC LIGHT, HEAT, AND POWER FRANCHISE AND PRESCRIBING THE TERMS OF SAID GRANT AND RELATING THERETO.

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

SECTION 1. DEFINITIONS.

For purposes of this franchise, the following words and phrases shall have the meanings given herein:

"Arterial Streets" – shall mean those portions of Right-of-Way designated as arterial streets by City of Wichita Code §11.96.100.

"Business Day" – shall mean a day which is not a Saturday, Sunday, or any day designated as a holiday by the Congress of the United State, by the State of Kansas, or by the City of Wichita.

"City" - shall mean the City of Wichita, Kansas.

"Company" - shall mean Butler Rural Electric Cooperative Assn., Inc.

"Customer" or "Consumer" - shall mean any person, firm, partnership, association, corporation, company or organization of any kind served by Company hereunder within the City.

"Downtown Area" - shall mean the area described as follows: Starting at a point on the east bank of the Arkansas River at Douglas, thence northerly along said bank of the River to Second Street; thence northeasterly to Greenway Boulevard; following said boulevard northerly to Central; following Central northeasterly to its junction with Waco; thence north on Waco to Pine, east on Pine to Market, south on Market to Central, east on Central to Washington, south on Washington to

Waterman, west on Waterman to St. Francis, south on St. Francis to Kellogg, West on Kellogg to the east bank of the River; thence northerly following the east bank of the River to the point of beginning on Douglas.

"Electric Utility Service" - shall mean and include:

(i) all sales of electricity to all Customers at retail within the corporate limits of the City;

(ii) ancillary or unbundled electric services provided to all Customers at retail within the corporate city limits of the City when sold separately from kWh which shall include, but not be limited to:

(a) reactive supply and voltage control,

(b) scheduling,

(c) system control and dispatch,

(d) regulation and frequency response,

(e) energy imbalance,

(f) operating reserves,

(g) supplemental reserves, and

(h) spinning reserves; and

(iii) transmission and distribution of electricity when sold separately from energy to any person located within the city limits of the City.

"Electric Utility System" or "System" - shall mean an electric power system installed and operated in the City in compliance with applicable rules and regulations of the Federal Energy Regulatory Commission (FERC) and Kansas Corporation Commission (KCC), and their successors, which shall include, but not be limited to, the generation, transmission and distribution facilities, equipment and administrative services necessary to provide electric service for any use in the City, and such extensions, additions or reductions as may hereafter be made.

"Emergency" - shall mean a reasonably unforeseen occurrence with a potential to endanger personal safety or health, or cause substantial damage to property, that calls for immediate action.

"Facilities" - shall mean electric light and power lines, together with all necessary or desirable appurtenances, including underground conduits, poles, towers, wires and other appurtenances.

"Gross Receipts" - shall mean all revenues received by the Company from providing Electric Utility Service within the corporate limits of the City but shall not include any administrative or non-recurring charges associated with the provision of Electric Utility Service within the corporate limits of the City.

"Person" - shall mean any individual, firm, partnership, association, corporation, company or organization of any kind.

"Public Project" - shall mean any project planned or undertaken by the City or any other governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, including without limitation streets, alleys, sidewalks, sewer system, water system, drainage system, Right-of-Way improvement, or any other purpose of a public nature.

"Public Project for Private Development" - shall mean a Public Project, or that portion thereof, arising solely from a request or requirement of a third party primarily for the benefit and use of a third party.

"Retail Wheeling" - shall mean the use of the Company's transmission, distribution, and associated Facilities of its Electric Utility System to deliver electricity purchased by end use Customers located within the City from electric suppliers other than the Company.

"Right-of-Way" - shall mean only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below, or above the present and future streets, alleys, avenues, roads, highways, or boulevards dedicated or acquired as

rights-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other nonwire telecommunications or broadcast service, easements obtained by utilities, or private easements in platted subdivisions or tracts. The term does not include property owned or held by the City that is typically not considered right-of-way, including, but not limited to, undeveloped road right-of-way in City parks, reserves and in or around City buildings.

SECTION 2. GRANT.

(a) There is hereby granted to Company the non-exclusive right, privilege, and franchise to construct, maintain, extend, operate, reconstruct, and replace Facilities for its Electric Utility System in, through, and along the Right-of-Way of the City for the provision of Electric Utility Services to the City, the inhabitants thereof, and persons and corporations beyond the limits thereof, for the full term of this franchise under the terms and conditions herein set forth.

(b) This franchise does not authorize the Company to use its existing Facilities, or to construct new Facilities, in order to provide cable television service, telecommunications service, network access service, internet access service, leased fiber optic services, video programming service, or any other telecommunications or telephone service to existing or potential customers, and such services are not permitted under this franchise.

(c) The Company must revise its franchise fee payments due to any expansion or reduction by annexation or contraction within a reasonable time after receipt of notice from the City, but in no event later than thirty (30) calendar days after receipt of such notice.

SECTION 3. TERM.

(a) The term of this franchise shall be until February 28, 2024.

(b) If the rate of compensation is changed by City Ordinance, the City shall notify the Company with written notice and the new rate of compensation shall become effective and applied to this franchise upon notification. The rate of compensation, if changed by City Ordinance, is not a

negotiable item; however, any increase in compensation/fee shall be in compliance with the public notification procedures set forth in K.S.A. 12-2001.

(c) Upon written request of either the City or the Company, this franchise shall be reopened and renegotiated at any time upon any of the following events:

(i) changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Company, including but not limited to the scope of the franchise granted to the Company;

(ii) changes in the structure or operation of the electrical power industry that materially affect any rights or obligations of either the City or the Company, including but not limited to: (A) the scope of the franchise granted to the Company, (B) the compensation to be received by the City hereunder, (C) the institution of Retail Wheeling or customer choice of electric supplier, or (D) the unbundling and separate pricing of the generation, transmission or distribution of Electric Utility Service; and

(iii) any other material and unintended change or shift in the economic benefit that either the City or the Company reasonably relied upon and reasonably anticipated upon entering into this franchise.

(c) In any negotiation properly commenced pursuant to Section 3(b), the City and the Company shall negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). Failure of the City and Company to successfully renegotiate the materially affected provisions of this franchise under Section 3(b) shall give either party the right to terminate this franchise by giving written notice of termination within sixty (60) days of the event giving rise to the negotiations under subsection (b), in which case the franchise shall terminate 60 days after such notice is given. If neither party gives notice of termination within such time period, the franchise shall remain in effect according to its then existing terms.

(d) Amendments under this Section, if any, shall be made by ordinance as prescribed by statute. The franchise shall remain in effect according to its terms pending completion of any renegotiation provided by subsections (b) and (c).

SECTION 4. COMPENSATION AND PAYMENTS TO THE CITY.

(a) In consideration of, and as compensation for, the franchise and privilege hereby granted, Company shall make an accounting to the City once each month of all its Gross Receipts during the preceding month. Such accounting shall be submitted by the fifteenth (15th) day of the month following the calendar month that is the subject of the accounting, and shall be accompanied by a report of the Company's Gross Receipts for the preceding month upon which fees are calculated.

(b) The Company shall pay to the City, at the time of making such report, an amount equal to five percent (5%) of the Gross Receipts of the Company during such preceding month. Such payments shall be made to the City under such additional procedures as are mutually agreed to by the Company and the City.

(c) In the event the accounting rendered to the City by the Company is found to be incorrect, then an adjustment shall be promptly made on the corrected amount. The City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or later found to be incorrect. Such of the Company's books, records, documents, contracts and agreements as may be reasonably necessary for an audit of the Company's performance under this ordinance shall at all reasonable times and upon reasonable request be opened to the inspection and examination by the officers of the City and its duly authorized agents, auditors, and employees for the purpose of verifying said accounting. For purposes of this provision, the Company shall maintain appropriate records for three past years plus the current year.

(d) For each and every month, or any part thereof, that the compensation provided for by this franchise remains unpaid after the same becomes due and payable to the City, there shall be added to such payment, as a late charge, a sum equivalent to the statutory rate for interest on the unpaid amount. Such late charge shall be applicable to sums that are delinquent as well as any sums due the City as the result of an audit or review of the Company's records.

(e) Except as provided herein, the payments and compensation herein provided shall be in lieu of all other licenses, taxes, charges, and fees imposed by the City. Company shall continue to be responsible for and subject to the following licenses, taxes, charges and fees:

(i) the usual general property taxes and special ad valorem property taxes;

(ii) sales and excise taxes;

(iii) any permit fees and charges for pavement cuts or other permit fees and charges based on restoring premises to their previous condition; and

(iv) charges made for privileges which are not in any manner connected with the provision of Electric Utility Service, as such.

(f) In the event that either state or federal governmental entities authorize or require, or Company on its own initiative engages in: (1) Retail Wheeling or customer choice of electric supplier; or (2) the unbundling and separate pricing of the generation, transmission or distribution of Electric Utility Service(s), then the revenues obtained by Company from these activities from service provided within the corporate limits of the City shall be included in Company's Gross Receipts for the purpose of calculating fees due to the City hereunder.

SECTION 5. USE OF RIGHT-OF-WAY.

(a) Rules and Regulations. In its use of Right-of-Way under this franchise, the Company shall be subject to all rules, regulations, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power. In addition, the Company shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter

adopted or promulgated by the City relating to permits, fees, sidewalk and pavement cuts, utility location, construction coordination, screening, and other requirements on the use of the Right-of-Way in the reasonable exercise of its police power.

(b) Subordinate to City Use. The Company's use of Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way for any public purpose. The Company shall coordinate the installation of its Facilities in the Right-of-Way in a manner that minimizes adverse impact on Public Projects, as reasonably determined by the City. Where installation is not otherwise regulated, the Facilities shall be placed with adequate clearance from such Public Projects so as not to conflict with such Public Projects.

(c) Restoration. All earth, materials, sidewalks, paving, crossings, utilities, Public Projects, or improvements of any kind located within the Right-of-Way that are damaged or removed by the Company in its activities under this franchise shall be fully repaired or replaced promptly by the Company at its sole expense and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto.

(d) Public Project for Private Development. The Company shall not be responsible for the expenses of relocation to accommodate any new Public Project for Private Development initiated after the effective date of this ordinance. The expenses attributable to such a project shall be the responsibility of the third party upon the request and appropriate documentation of the Company. Before such expenses may be billed to the third party, the Company shall be required to coordinate with the third party and the City on the design and construction to ensure that the work required is necessary and done in a cost effective manner. Upon the request of the Company or the third party, the allocation of expenses attributable to the project shall be made in the reasonable determination of the City. Eligible third parties may request to have the City specially assess those expenses billed by the Company under this section.

(e) Exclusion of Certain Locations/Facilities. Prior to the Company's installation of any Facilities in the Right-of-Way and after it provides the City with its proposed plans for the Facilities, the City may in its reasonable discretion designate certain locations or Facilities in the Right-of-Way to be excluded from use by Company for its Facilities, including but not limited to any Facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other Facilities that have been designated or planned for other use or are not otherwise available for use by the Company due to engineering, technological, proprietary, or legal limitations or restrictions as may be reasonably determined by the City. The City shall provide a written explanation for any denial for a particular location and shall work with the Company to identify other suitable routes.

(f) Location, Type and Design of Facilities Subject to Approval.

(i) The design, location, and nature of all Facilities to be placed in the Right-of-Way shall be subject to the reasonable review and approval of the City Engineer. This is a means to properly manage and control all Right-of-Way usage in the City, and to protect the public health, safety, and welfare. The review and approval is to ensure efficient coordination relating to Right-of-Way use relating to public and private utilities and to evaluate the configuration and size of Facilities that may be located in the Right-of-Way.

(ii) When the Company is allowed to place Facilities above ground in accordance with Section 7, the Company may attach its Facilities to an existing utility pole pursuant to a properly executed agreement with the pole owner, provided, however, that any necessary replacement of the pole in order to accommodate the attachment shall be subject to the proper exercise of the City's police powers, and in no instance shall the Company erect an additional pole within an existing aerial pole line absent the City's prior authorization.

(iii) Above-ground pedestals, above-ground vaults, or other similar above-ground Facilities, may be installed only if approved by the City where alternative underground Facilities are not feasible or where underground requirements are otherwise waived pursuant to Section 7. Such above-ground Facilities shall generally be located behind the sidewalk where feasible and when placed along arterial streets shall be screened from public view by ornamental grasses or the equivalent when requested by the City. The Company shall be responsible for the installation or restoration of such screening; the City shall be responsible for routine maintenance.

(g) Right-of-Way Management Code. The City reserves its rights to adopt a right-of-way management and construction standards ordinance of general applicability pursuant to its public health, safety and welfare authority which shall apply to this franchise except where inconsistent with a material term of this franchise and the Company reserves its rights to recover such costs to the extent provided by applicable law.

(h) Permit Requirements.

(i) This franchise establishes the general rules and scope of authority for the Company to construct and maintain its Electric Utility System within the Right-of-Way. The Company is still required to obtain individual permitting approval from the City Engineer prior to engaging in actual construction of its specific Facilities within the Right-of-Way.

(ii) Except in the case of an emergency situation, prior to any excavation within the Right-of-Way, the Company shall obtain a permit, pay all applicable fees, and perform such work in accordance with applicable provisions of the City Right-of-Way Management Code, and any ordinances or regulations that may be adopted by the City regarding excavation work

(i) Construction Plans. At least ten (10) business days before the beginning of any installation, removal or relocation of its Facilities greater in length than 660 feet, the Company shall submit detailed plans of the proposed action to the City Engineer. The City Engineer shall, within ten (10) business days of receipt of such plans, either approve the plans or inform the Company of the reasons for disapproval. The Company shall designate a responsible contact person with whom representatives of the City Engineer can communicate on all matters relating to Facilities installation and maintenance.

(j) As-Built Drawings. The Company shall keep and maintain accurate records and as-built drawings, in electronic format, of all underground Facilities (except customer service lines) constructed, reconstructed, or relocated in the Right-of-Way of arterial streets commencing six (6) months after the effective date hereof. Such Facilities shall be horizontally and vertically located at least every 100 feet and at any alignment change. All points of Facilities shall be horizontally located from street centerline, or section or quarter section lines or corners. Vertical locations on all points of Facilities shall consist of elevations in either City datum or United States Geological Survey datum. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the nature and horizontal and vertical location of its existing Facilities located within Right-of-Way when requested by the City or its authorized agents for a Public Project. Such location and identification shall be at the sole expense of the Company without expense to the City, its employees, agents, or authorized contractors.

(k) Wires. Where practicable, wires shall be placed nineteen (19) feet or more above the level of the street, except new wires shall be placed up to twenty-two (22) feet above the level of the street where reasonably requested by the City. Where practicable, any poles placed in the street Right-of-Way shall be located on the lot line and six (6) feet inside the curb line.

(l) Street Closure. Except in the case of an emergency situation, the Company shall notify the City not less than twenty (20) working days in advance (such notice to be adequate for timely notice on the governing body agenda under City procedures) of any construction, reconstruction, repair, or relocation of Facilities that would require any street closure that reduces traffic flow to less than two lanes of moving traffic. Except in the event of an Emergency, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected in conformance with the latest edition of the Manual of Uniform Traffic Control Devices unless otherwise agreed to by the City.

(m) Relocation for Public Projects. The Company shall coordinate with the City on the design and placement of Facilities in the Right-of-Way during and for the design of Public Projects. At the request and sole expense of the Company, the City may include design for Facilities in the design of Public Projects. Upon request by the City and within the time period specified in the City's request, the Company shall locate, remove, relocate, or adjust any Facilities located in Right-of-Way if reasonably necessary for a Public Project. Such location, removal, relocation, or adjustment for a particular Public Project shall be performed by the Company once without expense to the City, its employees, agents, or authorized contractors and shall be specifically subject to rules and regulations of the City pertaining to such. Such relocation or adjustment shall be completed as soon as possible within the time set forth in any request by the City for such relocation or adjustment. If additional location, removal, relocation, or adjustment becomes necessary as a result of inaccurate or mistaken information provided by the Company or City, the party which provided such inaccurate or mistaken information shall be responsible for costs associated with such additional location, removal, relocation, or adjustment without expense to the other party. The City will use its best efforts, but is not required, to continue to provide a location in the Right-of-Way for the Company's Facilities as

part of a Public Project, provided that the Company has cooperated promptly and fully with the City in the design of its Facilities as part of the Public Project.

(n) Protect Facilities. It shall be the responsibility of the Company to take adequate measures to protect and defend its Facilities in the Right-of-Way from harm or damage. If the Company fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City or its authorized contractors except to the extent the City or its authorized contractors are responsible for the harm or damage by their negligence or intentional conduct. The Company shall be responsible to the City and its agents, representatives, and authorized contractors for all damages, including but not limited to delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind, arising out of the failure of the Company to perform any of its obligations under this franchise except to the extent another party is responsible for the harm or damage by its negligence or intentionally caused harm. The above general provisions notwithstanding, the City and its authorized contractors shall take reasonable precautionary measures including calling for utility locations through Kansas One Call and exercising due caution when working near Company Facilities.

(o) ULCC. The Company shall become and remain a member of and participate in the Utility Location and Coordination Council established by ordinance of the City.

(p) Technical Standards. All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities in the Right-of-Way shall be in accordance with applicable present and future federal, state, and City law and regulation, including but not limited to the most recent standards of the Kansas Corporation Commission and the Kansas Department of Transportation, or such substantive equivalents as may hereafter be adopted or promulgated. The standards established in this paragraph are minimum

standards and the requirements established or referenced in this franchise may be in addition to or stricter than such minimum standards.

(q) Conservation of Right-of-Way. The City encourages the conservation of Right-of-Way by the sharing of space by all utilities. Notwithstanding any provision of this franchise prohibiting third party use, to the extent required by federal or state law, the Company will permit any other franchised entity, by appropriate contract or agreement negotiated by the parties to use any and all Facilities constructed or erected by the Company.

(r) Structure Moving. On the request of any applicant, the Company shall remove or raise or lower its wires temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the applicant, and the Company may require such payment in advance. The Company shall be given not less than fifteen (15) calendar days' written notice from the applicant detailing the time and location of the moving operations, and not less than twenty-four (24) hours' advance notice from the applicant advising of the actual operation. However, the City shall not be liable for any such expense for the moving of houses or structures by the City or its contractors.

(s) Conduit. If the Company, in its sole discretion, determines that it has spare ducts in its underground conduits, or spare pins, crossarms, or space on any of its poles not then necessary for the provision of Electric Utility Service, and not needed for future anticipated load growth or Emergencies, the Company may permit the City to use one such duct in each conduit, or reasonable spaces on poles, or both, for the City's police and fire alarm wires, traffic control wires or cable, fiber-optic lines connecting City facilities, or other similar, appropriate non-commercial uses, provided that such use by the City is in compliance with the National Electric Safety Code and at the expense of the City. If the Company constructs or extends additional conduits or erects additional poles, the City, at the City's sole expense, may require the Company to provide one such duct in each conduit, or reasonable space on poles, or both, for the City's own use as aforesaid.

(t) Commercial Purposes. City shall not sell, lease or otherwise make available its rights to use the Company's Facilities as set forth herein to any third party for commercial purposes. Such rights are provided solely for the non-commercial use of the City or other governmental entity. However, this restriction shall not prevent the City from using the services of a third party commercial entity to manage or operate the City's facilities on behalf of the City, so long as no resale or other commercial use of such facilities shall occur.

SECTION 6. WORK BY OTHERS.

(a) The City reserves the right to lay, and permit to be laid, storm sewer, gas, water, wastewater and other pipe lines, cables, and conduits, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under the Right-of-Way occupied by the Company. The City also reserves the right to change, in any manner, any curb, sidewalk, highway, alley, public way or street. In permitting such work to be done, the City shall not be liable to the Company for any damage so occasioned, but nothing herein shall relieve any other Person from responsibility for damages to the Facilities of the Company.

(b) If the City shall require the Company to adapt or conform its Electric Utility System, or in any way or manner to alter, relocate, or change its property to enable any other Person to use, or use with greater convenience, said Right-of-Way, the Company shall not be bound to make any such changes until such other Person shall have undertaken, with good and sufficient bond, to reimburse the Company for any cost, loss, or expense which will be caused by, or arise out of such change, alteration, or relocation of the Company's property. Provided, however, that the City shall never be liable for such reimbursement due to the Company from such Person.

SECTION 7. UNDERGROUND REQUIREMENTS.

(a) The Company shall use commercially reasonable efforts to provide that all Facilities constructed, replaced, or relocated in the Right-of-Way after the date hereof shall be

placed underground unless, because of the nature of the Facility or the standard construction or operating practices of the Company, the Company requests approval for such Facilities to be placed above ground. Upon receipt of such request, the City Engineer shall review and approve the plans for the above ground placement of Facilities in accordance with reasonable procedures established by the City, and subject to such reasonable conditions as the City may establish for public safety, appearance, or coordination with Public Projects. Where there are obstructions in the Right-of-Way, such as trees, shrubs, other utilities, commercial signs, man-made structures, or other like obstructions that make the cost of such underground burial unreasonable, the Company may request waiver of this requirement, in which event the City will not unreasonably withhold consent.

(b) All new Facilities installed in the Downtown Area shall be installed underground. Additionally, all replacement or upgrading of Facilities in the Downtown Area shall be installed underground.

(c) The City may require any portions of Company's Facilities in the Downtown Area that are not presently underground to be placed underground. The City shall provide reasonable written notice to the Company of the City's request that such Facilities be placed underground. The Company shall promptly undertake the removal and replacement of such Facilities to underground locations at no cost to the City.

(d) Except as may otherwise be provided by other applicable ordinances of the City, where reasonable and appropriate and where adequate Right-of-Way exists, the Company shall place above-ground Facilities underground in conjunction with City capital improvement projects and/or at specific locations requested by the City provided that such placement is practical, efficient, and economically feasible.

(e) Where not otherwise required to be placed underground by this franchise, the Company's Facilities shall be located underground at the request of the adjacent property owner, provided the placement of such Facilities shall be consistent with the Company's construction and operating standards and provided that property owner making the request pays the Company for such undergrounding pursuant to the Company's applicable tariffs and terms and conditions.

(f) When undertaking a project of undergrounding, the City and the Company shall, to the extent practicable, work with other utilities or companies that have their lines overhead to have all lines undergrounded as part of the same project. When other utilities or companies are placing their lines underground, the Company shall cooperate with these utilities and companies and undertake to underground Company's Facilities as part of the same project where feasible; provided, however, the Company shall not be required to pay the costs of any other utility or company.

(g) The Company shall use commercially reasonable efforts to coordinate its installation of new underground Facilities with preexisting underground facilities of other companies. The underground requirements of this subsection shall not apply to the maintenance and repair of existing Facilities, as determined by the City Engineer, except as may be required in Section 7(b).

SECTION 8. INDEMNITY AND HOLD HARMLESS; LIABILITY; INSURANCE; SURETY BOND.

(a) The Company shall hold and save the City, its officers, employees, agents, and authorized contractors, harmless from and against all claims, damages, expense, liability, and costs including attorney fees, to the extent occasioned in any manner by the Company's occupancy of Right-of-Way, except to the extent that such were caused by the negligence or intentional conduct of the City, its officers, employees, agents, or authorized contractors. In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the Right-of-Way by Facilities of the Company, then upon notice by the City to the Company, the Company will assume responsibility for the defense of such actions at the cost of the Company, subject to the

option of the City to appear in and defend, at its own cost, any such case. However, the Company shall have no duty to defend any such action to the extent that such action has resulted from the negligence or intentional conduct of the City, its officers, employees, agents, or authorized contractors.

(b) The Company shall maintain throughout the term of this franchise insurance insuring the City and the Company with regard to all damages set forth in paragraph (a) of this section, in the minimum amounts of:

(i) $1,000,000 for bodily injury or death to a person

$3,000,000 for property damage resulting from any one accident;

(ii) $50,000 for property damage resulting from any one accident;

(iii) $1,000,000 for all other types of liability.

Should Company elect to self-insure for this purpose, the Company shall possess a certificate of authority from the Kansas Insurance Commissioner.

(c) On or before the Effective Date of this franchise (or the date of first use of the Right-of-Way under this franchise, if later), and as a condition precedent to the effectiveness of the franchise, the Company shall deposit with the City a surety bond in the amount of $100,000, payable to the City and securing the payment of repair or maintenance costs incurred as a result of any defects, impairments, or substandard condition in the Right-of-Way caused by the work of the Company or resulting from the Company's activities in the Right-of-Way. The required surety bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance.

SECTION 9. REGULATORY PROVISIONS.

(a) The Company shall maintain an office for the benefit of Customers and the City. The location of the office shall be determined solely by the Company. The Company shall also maintain

a location in the City to receive payment of bills from Customers within the City after the number of the residential Customers exceeds one thousand. The Company shall maintain a local or toll-free telephone number for service requests, outage reporting, and other notices from its Customers. The Company shall designate and maintain an agent, familiar with the Facilities, who is responsible for timely satisfaction of the information needs of the City and other users of the Right-of-Way. The name and telephone number of the Company's agent shall be provided to the City, and such information shall be updated as required to keep the City informed.

(b) Nothing contained in this section shall be construed as waiving the rights of either the City or the Company to review in the courts, in such manner as is now or may hereafter be provided by law, any rules, findings, or orders of a regulatory body, the Company, or the City.

SECTION 10. STREET LIGHTING.

The City shall have the option at any time after the taking effect of this franchise, to acquire title to the wiring, poles, conduits, lamps, and other appurtenances (exclusive of the power house and generating equipment) which may be at said time used or useful exclusively in any street lighting of the City. Such property and facilities shall be sold to the City by Company, its successors or assigns, at the fair cash value of the physical properties. In the event of the exercise of the option by the City to take over said street lighting property, there shall be no allowance to the Company, its successors or assigns, for any element or item of intangible value, blue sky, nor any good will or going concern value, nor any "Severance Damages," or stranded costs or stranded value. Nothing herein shall be construed to in any manner preclude or prevent the City from acquiring title by any means authorized by law to any part, portion or all of the electric property of the Company, its successors or assigns or preclude or prevent Company from selling its street lighting system to a third party or give City a right of first refusal or option of any kind in connection with such a transaction. In the event Company sells its said street

lighting system to a third party, the provisions of this Section shall be null and void and of no further effect.

SECTION 11. ASSIGNMENT AND TRANSFER.

This franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made, provided, however, that the franchise may be assigned by the Company without action by the City to any entity which succeeds to all or substantially all of the electric utility business of the Company. Provided, however, in the event that the Company is no longer required to obtain the approval of the Kansas Corporation Commission for an assignment, such assignment shall be subject to the consent of the City, which consent shall not be unreasonably withheld. In the event of an assignment to a successor, the Company shall be released from all obligations which are assumed in writing by such successor and the assignee shall have executed an assumption of the franchise being assigned.

SECTION 12. TERMINATION AND FORFEITURE OF FRANCHISE.

(a) In addition to all other rights and powers retained by the City under this franchise, the City reserves the right to terminate the franchise and all rights and privileges of the Company hereunder, in the event of a material failure on the part of the Company, its successors or assigns, to comply with any of the provisions of this ordinance, or if the Company, its successors or assigns, should do or cause to be done any material act or thing prohibited by or in violation of the terms of this ordinance. In such event, the Company, its successors and assigns, shall forfeit all rights and privileges granted by this ordinance and all rights hereunder shall cease, terminate and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings:

(i) Before the City terminates the franchise, it shall first serve a written notice upon the Company, and upon the trustee or trustees in any deed of trust securing bonds of the Company of record in Sedgwick County, Kansas, or the office of the Secretary of State of Kansas, by mailing notice to the Company and to such trustee or trustees to the address designated in such trust deed, setting forth in detail in such notice the neglect or failure complained of.

(ii) The Company shall have sixty (60) calendar days thereafter in which to comply with the conditions of this franchise.

(iii) If, at the end of such sixty day period, the City determines that the conditions of such franchise have not been complied with by the Company and that such franchise is subject to termination by reason thereof, the City, in order to terminate such franchise, shall enact an ordinance setting out the grounds upon which the franchise is to be terminated.

(iv) If within thirty (30) calendar days after the effective date of said ordinance the Company shall not have instituted an action, either in the District Court of Sedgwick County, Kansas, or some other court of competent jurisdiction to determine whether or not the Company has violated the terms of this franchise and that the franchise is subject to termination by reason thereof, such franchise shall be terminated at the end of such thirty day period.

(v) If within such thirty day period the Company does institute an action, as above provided, to determine whether or not Company has violated the terms of this franchise and that the franchise is subject to termination by reason thereof and prosecutes such action to final judgment with due diligence, then, in that event, in case the court finds that the franchise is subject to termination by reason of the violation of its terms, this franchise shall terminate thirty (30) calendar days after such final judgment is rendered.

(b) In the event of a final adjudication of bankruptcy of the Company under Title 11 of the United States Code, the City shall have full power and authority to terminate, revoke, and cancel any and all rights granted under this franchise.

(c) The failure of the Company to comply with any of the provisions of this franchise or the doing or causing to be done by the Company of anything prohibited by or in violation of the terms of this franchise shall not be a ground for the termination thereof when such act or omission on the part of the Company is due to any cause or delay beyond the control of the Company, its successors and assigns, or bona fide legal proceedings.

SECTION 13. RIGHTS AND DUTIES OF COMPANY UPON EXPIRATION OR TERMINATION OF FRANCHISE.

Upon expiration of this franchise, whether by lapse of time, by agreement between Company and City, or by forfeiture thereof, the Company shall have the right to remove any and all of its Facilities used in its Electric Utility Service within a reasonable time after such expiration or termination, unless the City notifies the Company in writing that the City or a third party intends to purchase the Facilities. In the event the City notifies the Company that the Facilities are to be purchased, the Facilities shall be sold to the City or the third party by Company, its successors or assigns, for the compensation provided by applicable law. In the event the City notifies the Company that the Facilities can be removed by the Company, it shall be the duty of the Company, immediately upon such removal, to restore the streets, avenues, alleys, parks and other public ways and grounds from which said Facilities are removed to as good condition as the same were before said removal was effected.

SECTION 14. ACCEPTANCE

Prior to the effective date of this ordinance the Company shall file with the City Clerk of the City of Wichita its acceptance in writing of the provisions, terms and conditions of this ordinance, which acceptance shall be duly acknowledged before an officer authorized by law to

administer oaths. When so accepted the ordinance and acceptance shall constitute a contract between the City and the Company subject to the provisions of the laws of the state of Kansas.

SECTION 15. CONDITIONS OF FRANCHISE.

This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction, and each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other causes beyond Company's control.

SECTION 16. RESERVATION OF RIGHTS.

(a) The City specifically reserves its right and authority as a Customer of the Company and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning the Company's rates and services to ensure the rendering of efficient Electric Utility Service at reasonable rates, and the maintenance of the Company's property in good repair and the Company reserves its right to resist such participation.

(b) In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

SECTION 17. NOTICES.

Except in Emergencies, all notices by either the City or the Company to the other shall be made by either depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any

notice given by facsimile is deemed received by the next business day. Emergency notices shall be provided by telephone, with written notice immediately following by facsimile. All notices shall be addressed to the City as follows:

City Clerk
455 N. Main Street
Wichita, Kansas 67202-1635

Notice to Company shall be addressed to the Company as follows:

Butler Rural Electric Cooperative Assn., Inc.
Attn: Dustin Pullian
216 S. Vine
El Dorado, Kansas 67042

Notice shall be given as required by the terms of this ordinance and for all Emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by City or Company.

SECTION 18. NON-WAIVER PROVISION.

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this ordinance shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 19. SEVERABILITY.

If any clause, sentence, or section of this ordinance, or any portion thereof, shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be

invalid; provided, however, the City may elect to declare that the entire agreement is invalidated if the portion declared invalid is, in the judgment of the City, an essential part of this ordinance.

SECTION 20. GOVERNING LAW; VENUE.

(a) The rights and privileges granted to the Company by this franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of Right-of-way, and nothing in this franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its Right-of-Way.

(b) The franchise and the rights herein granted are subject to the provisions of existing federal and state laws and those hereafter enacted pertaining to the granting of franchises.

(c) The obligations and undertakings of both parties hereto shall be performed at Wichita, Sedgwick County, Kansas. In the event that any legal proceeding is brought to enforce the terms of this franchise, the same shall be brought in State or Federal courts, as appropriate, having jurisdiction for Sedgwick County, Kansas.

SECTION 21. EFFECTIVE DATE OF ORDINANCE.

This ordinance shall be effective upon its final passage and publication once in the official city paper.

PASSED AND APPROVED by the governing body of Wichita, Kansas, this date June 3, 2014.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublette, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

ACCEPTANCE

BUTLER RURAL ELECTRIC COOPERATIVE ASSOCIATION, INC. hereby files its acceptance of City of Wichita Ordinance No. _____, AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, GRANTING TO BUTLER RURAL ELECTRIC COOPERATIVE ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC LIGHT AND POWER FRANCHISE AND PRESCRIBING THE TERMS OF SAID GRANT AND RELATING THERETO.

Dated this _____ day of _____, 2014.

By: _____

Title: _____

STATE OF _____)
) ss:
_____ COUNTY)

On this _____ day of _____, 2014, before me personally appeared _____, the person named herein, and who executed the foregoing Acceptance and has acknowledged to me that he/she voluntarily executed the same.

_____
Notary Public

My Appoint Expires:

Agenda Item No. II-7

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council Members

SUBJECT: Athletic Court Funding (Districts I, II, and IV)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Adopt the bonding resolution and authorize initiation of the project and all necessary signatures.

Background: The Capital Improvement Program (CIP) includes funding to renovate athletic courts within the Park system. In 2013, $250,000 is budgeted for Athletic Court Improvements, which includes tennis, basketball and multi-use courts. The Park and Recreation Department has been replacing cracked asphalt courts with post-tension concrete courts, which will last over 20 years.

Analysis: Tennis courts in poor condition include those located at the following parks, McAdams (youth courts) and Fairmount. Basketball courts which remain in poor condition are located at Fairmount and Boston.

The small youth practice courts at McAdams Park will be renovated into two (2) youth "Quick Start" courts by installing an overlay system to the existing courts, replacing the net posts and painting the courts. These courts will accommodate ages 10 and under. The basketball and tennis courts at Fairmount Park are in poor condition and will be replaced and renovated as required. The tennis courts at Fairmount Park will receive an overlay system to the existing courts, fencing, replacing the net posts, and painting the courts. If bid pricing allows, the basketball court in Boston Park will be replaced with a concrete court system and new goals.

Financial Considerations: The 2011-2020 Park and Recreation Department CIP includes $250,000 in 2013 for athletic court renovation. Funding source is General Obligation bonds.

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

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

Attachments: Bonding resolution.

Gilmore & Bell, P.C.
02/12/2014

RESOLUTION NO. 14-146

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

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 (the "Governing Body") of the City has heretofore, pursuant to K.S.A. 13-1346, created the Wichita Board of Park Commissioners (the "Board"); and

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

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

Labor, material and equipment for improvements and refurbishments of McAdams Park (2) youth "Quick Start" courts and the Fairmount Park basketball and tennis courts removal and replacement or renovated as required. If bid pricing allows, the basketball court in Boston Park will be replaced with a concrete court system and new goals.

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

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $250,000 in accordance with specifications prepared or approved by the City of Wichita.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on May 20, 2014 .

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: Transfer of National Baseball Congress Assets to NBC Baseball Foundation and Appointment of Foundation Directors

INITIATED BY: City Manager's Office/Department of Law

AGENDA: New Business

Recommendation: Approve the transfer of assets of the National Baseball Congress to the NBC Baseball Foundation and adopt the Resolution establishing the Foundation's Board of Directors.

Background: The National Baseball Congress' annual baseball tournament (NBC tournament) has been held in downtown Wichita for nearly eighty (80) years. The tournament was started in 1935.

For many years, the tournament was owned and operated by the National Baseball Congress, Inc. In 2007, in an effort to ensure continued viability of the tournament, the City purchased the operation and assets of the corporation. Since 2007, the City has contracted with WB, LLC, the local owner of a professional baseball team, to manage the tournament. WB, LLC leases Lawrence Dumont Stadium for its own games and events, as well as for the NBC tournament.

Due to economic conditions, support for the tournament and attendance at the tournament has waned. Because of the losses sustained by tournament operations, a non-profit and tax exempt Kansas corporation was formed in 2013. This corporation, the NBC Baseball Foundation ("Foundation") was incorporated for the purpose of owning and operating the tournament and to facilitate fundraising efforts for increasing tournament support. The City Manager currently serves as its sole director. An application for 501(c)(3) nonprofit status has been filed with the Internal Revenue Service and is awaiting approval.

The Foundation Bylaws require the City Council to establish, by Resolution, the total number of directors who will oversee its operation. The City Council is additionally authorized to appoint the Foundation's directors.

Analysis: In order for the Foundation to begin operation, it is necessary for the City Council to adopt a Resolution setting forth the number of directors for the Foundation and to appoint the necessary directors.

It is recommended that nine directors be appointed by the City Council. In addition to the seven initial appointments made by each individual City Council member, the proposed Resolution authorizes the Mayor to appoint no more than two City Council members to serve as additional directors for the Foundation.

Following the initial appointment of the Board of Directors by the City Council and Mayor, the Board's membership will be self-perpetuating. Members of the Board, with the exception of City Council members who are appointed to serve as Directors by the mayor, shall be nominated and elected by the Board of Directors pursuant to the Foundation's Bylaws.

Additionally, to relinquish City control of the tournament and its assets, approval of an agreement to transfer assets and liabilities of the NBC Tournament to the Foundation is required.

The value of tangible assets of the tournament is estimated at $16,000 to $18,000. The intangible value of the tournament is estimated at $1 million, which was the amount paid by the City in 2007 to acquire the tournament. As part of the proposed transfer of assets, WB, LLC, the operator of the NBC tournament since 2007, will be responsible for any tournament liabilities which exist at the time the transfer of assets is approved by the City Council.

Financial Considerations: The City has agreed to contract with Bever Dye, L.C. for continued legal services for the foundation to assist with its initial operation. The contract is an amount not to exceed $20,000. Additionally, a final audit of past tournament operations has not yet been completed. Any outstanding liabilities of prior tournament operations are to be the responsibility of WB, LLC.

Legal Considerations: The Law Department has drafted the Resolution establishing the Foundation's Board of Directors and the Agreement for Transfer of Assets and Liabilities. The documents have been approved as to form.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution authorizing appointment of Directors and approve the Agreement for transfer of assets.

Attachments: Resolution and the Agreement for Transfer of Assets.

RESOLUTION NO. 14-147 Revised 5-15-14

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA AUTHORIZING THE NUMBER AND APPOINTMENT OF BOARD OF DIRECTORS FOR THE NBC BASEBALL FOUNDATION

WHEREAS, in September 2007, the City of Wichita purchased all outstanding shares of the National Baseball Congress, Inc. for the operation of the NBC tournament; and

WHEREAS, the National Baseball Congress, Inc. was subsequently dissolved by the City of Wichita and any existing corporate assets became the property of the City of Wichita; and

WHEREAS, on September 11, 2013, the City authorized the creation and formation of a not for profit corporation, the NBC Baseball Foundation, for the purpose of sustaining operation of the NBC tournament; and

WHEREAS, the Bylaws of the NBC Baseball Foundation require the City Council to appoint Board of Directors to the Foundation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wichita that:

1. The total number of Directors of the NBC Baseball Foundation shall not exceed nine members.

2. Each City Council member shall initially appoint one Director for the Foundation.

3. Additionally, the Mayor will be authorized to appoint no more than two City Council members to serve as Directors for the NBC Baseball Foundation.

4. Once the Director's initial term has expired, with the exception of the two City Council Members appointed as Directors by the Mayor, new Directors will be nominated and elected by the Board of Directors in accordance with the Foundation's Bylaws.

5. The Mayor will be authorized to appoint no more than two successor Directors who are City Council members.

6. Directors shall be residents of Sedgwick County who have strong values, personal integrity and substantial interests in continued operation of the NBC tournament and the expansion and development of baseball within the City of Wichita.

Adopted by the City Council of the City of Wichita this 20th day of May, 2014.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

TRANSFER OF ASSETS AND LIABILITIES AGREEMENT
BETWEEN THE CITY OF WICHITA, A MUNICIPAL CORPORATION,
AND THE NBC BASEBALL FOUNDATION, A KANSAS NON PROFIT CORPORATION

WHEREAS, in September 2007, the City of Wichita purchased all outstanding shares of the National Baseball Congress, Inc. for the operation of the National Baseball Congress tournament (hereinafter "tournament"); and

WHEREAS, the National Baseball Congress, Inc. was subsequently dissolved by the City of Wichita and any existing corporate assets became the property of the City of Wichita; and

WHEREAS, on September 11, 2013, the City authorized the creation and formation of a not for profit corporation, the NBC Baseball Foundation, for the purpose of sustaining operation and continuation of the tournament; and

WHEREAS, the City of Wichita (hereinafter "City") agrees to transfer the tangible and intangible assets and liabilities of the tournament, and the NBC Baseball Foundation (hereinafter "Foundation") agrees to acquire such assets and liabilities, subject to the terms and conditions stated below:

WHEREAS, the City undertakes to transfer to the Foundation the use of the naming rights of the NBC tournament, the authority to conduct the annual tournament, any good will associated with the tournament, and all assets and liabilities of the tournament. Foundation undertakes to assume all assets and liabilities of the tournament; and

WHEREAS, the City agrees to transfer title of all the personal property listed in Exhibit A to the Foundation; and

WHEREAS, the City agrees to hold the Foundation harmless for any debts, liens, mortgages, or encumbrances incurred by tournament operations which were incurred prior to the

execution of this Agreement. Such debts shall be the responsibility of WB, LLC pursuant to its contractual obligation to the City regarding tournament operations.

THEREFORE, the above recited actions are agreed to and approved:

_____	_____
Robert Layton, Director NBC Baseball Foundation	Carl Brewer, Mayor City of Wichita
	_____
	Gary E. Rebenstorf Director of Law

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: Amended Agreement for Legal Services with Bever Dye, LC

INITIATED BY: Department of Law

AGENDA: New Business

Recommendation: Approve the amended agreement with Bever Dye, LC, to provide outside legal counsel for the recently-formed NBC Baseball Foundation.

Background: In May of 2013, the City of Wichita entered into an agreement, not to exceed $25,000, approved by the City Manager, with Bever Dye, LC. The agreement was for legal services to assist with the evaluation and the formation of a non-profit entity to assume and operate the National Baseball Congress (NBC) tournament. This evaluation has been completed and the NBC Baseball Foundation, a 501(c)(3) non-profit corporation has been formed and incorporated in September of 2013.

Analysis: The proposed amended agreement will provide the necessary funding for the continued employment of Bever Dye, LC to assist the Foundation in securing an IRS 501(c)(3) tax exempt status, completion of all necessary documentation for the establishment and operation of the Foundation, and providing necessary legal advice regarding the tax requirements for the NBC Baseball Foundation.

Based on the high quality services provided by the law firm and the continued need for its specialized assistance, it is recommended that the firm be retained for the completion of all matters with which it is involved. The current firm has not increased its rates or fees charged since the contract was entered into in 2013.

Financial Considerations: The amended agreement is for an additional amount not to exceed $20,000. The hourly rate and expense items for the legal consultation services are the same as the original contract. Funding for the contract is in an amount not to exceed $20,000. The Finance Department is authorized to make any necessary budget adjustments.

Legal Considerations: The Law Department has drafted the supplemental contract and has approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the supplemental contract, authorize the Mayor to sign, and approve any necessary budget adjustments.

Attachments: Amended Agreement for Legal Services

AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

By and Between

THE CITY OF WICHITA, KANSAS

and

BEVER DYE, LC

THIS AGREEMENT made and entered into this _____ day of May, 2014, is an amendment to the Agreement originally executed on May 17, 2013, by and between THE CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, having its principal office at 455 North Main Street, Wichita, Kansas (hereinafter called "City"), acting for and on behalf of its Department of Law (hereinafter called "City Attorney"), and Bever Dye, LC having its principal office at 301 North Main, Suite 600, Wichita, Kansas (hereinafter called "Attorney").

WITNESSETH:

WHEREAS, pursuant to the original Agreement, City, through its City Attorney, is authorized by law to employ attorneys to assist the City Attorney in his representation of the legal interests of the City; and

WHERAS, the initial amount authorized as compensation for the Attorney in the original Agreement was for a sum not to exceed $25,000.00.

WHEREAS, it has become necessary to amend the original Agreement to permit additional expenditures of an amount not to exceed $20,000.00 for legal services necessary for securing the IRS 501(c)(3) tax exempt status of the NBC Baseball Foundation, hereafter "Foundation", completion of the necessary documentation for the establishment of the Foundation, and advice on legal and tax requirements for the NBC Baseball Foundation.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Paragraph 4 of the original Agreement is hereby modified and amended to read as follows:

> In no event shall the total compensation and reimbursement of expenses hereunder exceed the sum of $45,000.00 in the aggregate, unless specifically authorized by the City Council of the City of Wichita, Kansas.

2. In all other respects, the terms and provisions of the original Agreement, as amended, between the parties hereto shall remain in force and effect as the same were originally approved by the parties in the original Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

THE CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

BEVERY DYE, LC

By _____
Authorized Member

Wichita, Kansas
May 19, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior 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 May 12, 2014, were read and on motion approved.

Bids were opened May 16, 2014, pursuant to advertisements published on:

PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION: Grit Containment System.

Calvin Opp Concrete Inc. - $89,325.00

PUBLIC WORK AND UTILITIES DEPARTMENT/FLEET AND FACILITIES: 140 PTO HP Rubber Tired 4x4 Tractor.

John Schmidt and Sons Inc. -	$95,775.00	Base Bid
	$1,000.00	Option 1
	$1,000.00	Option 2
	$7,500.00	Option 4
	<$29,547.00>	Option 5 (Deduct)

PARK AND RECREATION DEPARTMENT/GOLF COURSE DIVISION: Herbicide, Insecticide, Fungicide, Fertilizer.

Van Diest Supply Company -	$388.90	Group 1
	$5,760.00	Group 2
	$2,853.40	Group 3
	Reject	Group 4
	$499.70	Group 5
Supreme Turf Products Inc.* -	$790.00	Group 6
Helena Chemical *-	$1,608.00	Group 7
Van Diest Supply Company -	$461.70	Group 8
	$682.15	Group 9
	$192.20	Group 10

Agrium Advanced Technologies	$375.00	Group 11
Winfield Solutions-	$264.00	Group 12
Van Diest Supply Company -	$673.02	Group 13
BWI Companies Inc*.-	$455.00	Group 14
Van Diest Supply Co.	$14,407.20	Group 15
Supreme Turf Products Inc.	$610.00	Group16
Van Diest Supply Company -	$396.00	Group 17
	$958.80	Group 18
Agrium Advanced Technologies	$4,151.00	Group 19
Supreme Turf Products Inc.	$6,360.00	Group 20
Van Diest Supply Company -	$2,601.44	Group 21
John Deere Landscapes-	$873.60	Group 22
Midwest Turf, Inc.-	$3,840.00	Group 23

*Tie bid - Awarded by Drawing

PUBLIC WORKS AND UTILITIES DEPARTMENT/PRODUCTION AND PUMPING DIVISION: Liquid Oxygen.

Lamption Welding Supply* - $350,960.00 Base Bid
*Estimate – Contract approved on unit cost basis; refer to attachments.

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: High Pressure Sewer Cleaner.

Key Equipment and Supply Company - $411,484.00 Base Bid
< $160.000.00> Option 1 (Deduct)
$3,180.00 Option 2
Included Option 3
$1,300.00 Option 4

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.

ANNUAL BID BONDS:

Marty Strayer, Administrative Assistant, Department of Public Works reported that Layne Inliner, LLC submitted an Annual Bid Bond, written by the Travelers Casualty and Surety Company of America in the amount of 5% of the amount of the Bid, and dated May 1, 2014, as bid security for items bid on by the Principal. In the event the total of such bid or bids exceeds the maximum amount which the bond will cover in accordance with the specifications at any one time, then sufficient bid security will be required. The bond was approved as to form by the Legal Department.

On motion the Board recommended that the annual bid bond be approved.

On motion the Board of Bids adjourned.

_____
Marty Strayer, Administrative Assistant
Department of Public Works

_____
Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: May 19, 2014

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER
May 16, 2014

Grit Containment System – Public Works & Utilities Department/Sewage Treatment Division

Calvin Opp Concrete, Inc.		**$89,325.00**

140 PTO HP Rubber Tired 4x4 Tractor – Public Works & Utilities Department/Fleet & Facilities Division

John Schmidt & Sons, Inc.	**Base Bid**	**$95,775.00**
	Option 1 (Add) (Per Each)	**$1,000.00**
	Option 2 (Add) (Per Each)	**$1,000.00**
	Option 4 (Add) (Per Each)	**$7,500.00**
	Option 5 (Deduct) (Per Each)	**<$29,547.00>**

Herbicides, Insecticides, Fungicides & Fertilizers – Park & Recreation Department/Golf Courses Division

Van Diest Supply Company	**Group 1**	**$388.90**
	Group 2	**$5,760.00**
	Group 3	**$2,853.40**
	Group 4 (All Bids Rejected)	
	Group 5	**$499.70**
Supreme Turf Products, Inc.	**Group 6 (Award by Drawing)**	**$790.00**
Helena Chemical Company	**Group 7 (Award by Drawing)**	**$1,608.00**
Van Diest Supply Company	**Group 8**	**$461.70**
	Group 9	**$682.15**
	Group 10	**$192.20**
Agrium Advanced Technologies	**Group 11**	**$375.00**
Winfield Solutions	**Group 12**	**$264.00**
Van Diest Supply Company	**Group 13**	**$673.02**
BWI Companies, Inc.	**Group 14 (Award by Drawing)**	**$455.00**
Van Diest Supply Company	**Group 15**	**$14,407.20**
Supreme Turf Products, Inc.	**Group 16**	**$610.00**
Van Diest Supply Company	**Group 17**	**$396.00**
	Group 18	**$958.80**
Agrium Advanced Technologies	**Group 19**	**$4,151.00**
Supreme Turf Products, Inc.	**Group 20**	**$6,360.00**
Van Diest Supply Company	**Group 21**	**$2,601.44**
John Deere Landscapes	**Group 22**	**$873.60**
Midwest Turf, Inc.	**Group 23**	**$3,840.00**

Liquid Oxygen – Public Works & Utilities Department/Production & Pumping Division

Lampton Welding Supply	**Base Bid – Line 1 (Per Standard Cubic Feet)**	**$0.00328**
	Base Bid – Line 2 (Per Standard Cubic Feet)	**$0.00328**

Combination High Pressure Sewer Cleaner and Vacuum Waste Removal System Mounted on 66,000 GVW Extended Cab & Chassis – Public Works & Utilities Department/Fleet & Facilities Division

Key Equipment & Supply Company	**(Deferred From May 12, 2014) Base Bid**	**$411,484.00**
	Option 1 (Deduct)	**<$160,000.00>**
	Option 2 (Add) (Per Each)	**$3,180.00**
	Option 3	**Included**
	Option 4 (Add) (Per Each)	**$1,300.00**

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.

Melinda A. Walker

Melinda A. Walker
Purchasing Manager

ep.wichita.gov

Registration Solicitations Document Inquiry Login Help

Bid Results

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor **Group** **Line**

Solicitation: FB440075 **Grit Containment System** **Close Date/Time: 5/16/2014 10:00 AM CST**

Solicitation Type: Formal Bid
Award Method: Aggregate Cost
Department: Public Works & Utilities

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
CALVIN OPP CONCRETE INC	Complete	$89,325.00	Award 5/20/2014 Public Works & Utilities Dept/Sewage Treatment Division
WILDCAT CONSTRUCTION CO INC	Complete	$127,258.00	
UTILITY CONTRACTORS INC	Complete	$157,192.00	

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Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB440081 **140 PTO HP Rubber Tired 4x4 Tractor**

Close Date/Time: 5/16/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 4

Vendors	Complete	Bid Total	City Comments
JOHN SCHMIDT & SONS INC	Partial	$75,728.00	Award 05/20/2014 Base Bid w/options 1,2,4 & 5 Public Works & Utilities Dept/Fleet & Facilities Div
PRAIRIELAND PARTNERS INC.	Partial	$95,520.97	
STRAUB INTERNATIONAL INC	Partial	$108,000.00	
MCCULLOUGH ENTERPRISES	Partial	$109,145.00	

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CITY OF WICHITA

Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB440081 **140 PTO HP Rubber Tired 4x4 Tractor**

Close Date/Time: 5/16/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Go to: 001

Return to the Bid List

Responses: 4

Line 001 Base Bid: New Unused Current Production 140 P.T.O. HP Rubber Tired 4X4 Tractor
Manufacturer:_____Model:_____ Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN SCHMIDT & SONS INC	1	Each	$95,775.0000	$95,775.00	Complete	Massey Ferguson 7619 2014
STRAUB INTERNATIONAL INC	1	Each	$112,500.0000	$112,500.00	Complete	Case IH Puma 165 2015
PRAIRIELAND PARTNERS INC.	1	Each	$115,845.9700	$115,845.97	Complete	John Deere 6170M 2014
MCCULLOUGH ENTERPRISES	1	Each	$123,025.0000	$123,025.00	Complete	New Holland T7.210 2014

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Line 002 OPTION 1: Front Mounted Counterweight 1,000LBS Minimum

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STRAUB INTERNATIONAL INC	1	Each	$0.0000	$0.00	Complete	In base
PRAIRIELAND PARTNERS INC.	1	Each	$900.0000	$900.00	Complete	
JOHN SCHMIDT & SONS INC	1	Each	$1,000.0000	$1,000.00	Complete	
MCCULLOUGH ENTERPRISES	1	Each	$2,320.0000	$2,320.00	Complete	

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Line 003 OPTION 2: Undercarriage Skid Plate to Protect the Drive Line

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STRAUB INTERNATIONAL INC	1	Each	$500.0000	$500.00	Complete	
PRAIRIELAND PARTNERS INC.	1	Each	$800.0000	$800.00	Complete	
JOHN SCHMIDT & SONS INC	1	Each	$1,000.0000	$1,000.00	Complete	
MCCULLOUGH ENTERPRISES	1	Each	$1,800.0000	$1,800.00	Complete	

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Line 004 OPTION 3: Kevlar Tires- One Set of Six - THIS ITEM HAS BEEN DELETED, NO BID THIS ITEM.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MCCULLOUGH ENTERPRISES				No Bid.		
JOHN SCHMIDT & SONS INC				No Bid.		
STRAUB INTERNATIONAL INC				No Bid.		
PRAIRIELAND PARTNERS INC.				No Bid.		

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Line 005 OPTION 5: Trade-In Allowance for 2012 170 HP Massey Ferguson 7619 Serial # C293017. Tractor was Damaged in a Roll Over, Engine is Shot, Oil Pan Cracked, ETC. Lump Sum Deduct from Total.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

JOHN SCHMIDT & SONS INC	1	Each	($29,547.0000)	($29,547.00)	Complete
MCCULLOUGH ENTERPRISES	1	Each	($25,000.0000)	($25,000.00)	Complete
PRAIRIELAND PARTNERS INC.	1	Each	($25,000.0000)	($25,000.00)	Complete
STRAUB INTERNATIONAL INC	1	Each	($10,000.0000)	($10,000.00)	Complete

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Line 006 OPTION 4: 3 Year 3,000 Hour Extended Warrenty with No Deductible (In Addition to the Factory Standard 2 Year, 2,000 Hour Warranty). Warranty Shall Include All Mechanical and Electrical Components.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRAIRIELAND PARTNERS INC.	1	Each	$2,975.0000	$2,975.00	Complete	
STRAUB INTERNATIONAL INC	1	Each	$5,000.0000	$5,000.00	Complete	
MCCULLOUGH ENTERPRISES	1	Each	$7,000.0000	$7,000.00	Complete	250 Deductable
JOHN SCHMIDT & SONS INC	1	Each	$7,500.0000	$7,500.00	Complete	

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Bid Results

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Solicitation:	Group	Line	
FB440082		**Herbicide,Insecticide,Fungicide,Fertiliz**	**Close Date/Time: 5/16/2014 10:00 AM CST**

Solicitation Type: Formal Bid
Award Method: Group
Department: GOLF COURSES

Return to the Bid List

Responses: 10

Vendors	Complete	Bid Total	City Comments
JOHN DEERE LANDSCAPES	Complete	$71,929.44	Award 05/20/2014 Grp 22 Does not meet specifications grps 20 & 21 Park & Rec Dept/Golf Courses Div
MIDWEST TURF, INC.	Partial	$15,614.00	Award 05/20/2014 Group 23 Park & Recreation Dept/Golf Courses Div
EWING IRRIGATION PRODUCTS INC	Partial	$21,957.83	Reject Group 4
GRASS PAD	Partial	$33,631.28	Did not meet specifications Groups 2 & 3
VAN DIEST SUPPLY CO	Partial	$46,802.16	Award 05/20/2014 Groups 1-3, 5, 8-10, 13, 15, 17-18, & 21 Park & Rec Dept/Golf Courses Div
AGRIUM ADVANCED TECHNOLOGIES	Partial	$52,343.75	Award 05/20/2014 Groups 11 & 19 Park & Rec Dept/Golf Courses Div
HELENA CHEMICAL CO.	Partial	$59,279.75	Award 05/20/2014 Group 7 by Drawing
SUPREME TURF PRODUCTS , INC.	Partial	$62,515.00	Award 05/20/2014 Groups 6 (by Drawing), 16 & 20
WINFIELD SOLUTIONS	Partial	$66,685.96	Award 05/20/2014 Group 12 Park & Recreation Dept/Golf Courses Div
BWI COMPANIES INC	Partial	$67,792.52	Award 05/20/2014 Group 14 by Drawing

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This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Solicitation:	Group	Line	
FB440082		Herbicide,Insecticide,Fungicide,Fertiliz	Close Date/Time: 5/16/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: GOLF COURSES

Go to: 01

Return to the Bid List

Responses: 10

Group 01

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$388.90
HELENA CHEMICAL CO.	Complete	$389.00
GRASS PAD	Complete	$431.60
JOHN DEERE LANDSCAPES	Complete	$467.88
SUPREME TURF PRODUCTS , INC.	Complete	$520.00
AGRIUM ADVANCED TECHNOLOGIES	Complete	$560.00
BWI COMPANIES INC	Complete	$562.52
WINFIELD SOLUTIONS	Complete	$600.00
MIDWEST TURF, INC.	Complete	$620.00
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00

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Group 02

Vendors	Complete	Group Total Net Bid
GRASS PAD	Complete	$2,596.48
VAN DIEST SUPPLY CO.	Complete	$5,760.00
BWI COMPANIES INC	Complete	$5,760.00
HELENA CHEMICAL CO.	Complete	$5,760.00
SUPREME TURF PRODUCTS , INC.	Complete	$5,760.00
AGRIUM ADVANCED TECHNOLOGIES	Complete	$5,760.00
WINFIELD SOLUTIONS	Complete	$5,760.00
JOHN DEERE LANDSCAPES	Complete	$5,760.00
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00

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Group 03

Vendors	Complete	Group Total Net Bid
GRASS PAD	Complete	$1,112.00
VAN DIEST SUPPLY CO	Complete	$2,853.40
SUPREME TURF PRODUCTS , INC.	Complete	$3,120.00
AGRIUM ADVANCED TECHNOLOGIES	Complete	$3,400.00

HELENA CHEMICAL CO.	Complete	$3,410.00
WINFIELD SOLUTIONS	Complete	$4,000.00
JOHN DEERE LANDSCAPES	Complete	$4,119.68
BWI COMPANIES INC	Complete	$4,300.00
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00

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Group 04 REJECT

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$12,150.00
BWI COMPANIES INC	Complete	$12,150.00
HELENA CHEMICAL CO.	Complete	$12,150.00
SUPREME TURF PRODUCTS , INC.	Complete	$12,150.00
AGRIUM ADVANCED TECHNOLOGIES	Complete	$12,150.00
WINFIELD SOLUTIONS	Complete	$12,150.00
JOHN DEERE LANDSCAPES	Complete	$12,150.00
GRASS PAD	In-Complete	$0.00
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00

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Group 05

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$499.70
MIDWEST TURF, INC.	Complete	$760.00
JOHN DEERE LANDSCAPES	Complete	$880.00
HELENA CHEMICAL CO.	Complete	$940.80
GRASS PAD	Complete	$951.60
SUPREME TURF PRODUCTS , INC.	Complete	$1,000.00
WINFIELD SOLUTIONS	Complete	$1,600.00
BWI COMPANIES INC	Complete	$1,666.70
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00
AGRIUM ADVANCED TECHNOLOGIES	In-Complete	$0.00

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Group 06

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$790.00
BWI COMPANIES INC	Complete	$790.00
HELENA CHEMICAL CO.	Complete	$790.00
SUPREME TURF PRODUCTS , INC.	Complete	$790.00
AGRIUM ADVANCED TECHNOLOGIES	Complete	$790.00
WINFIELD SOLUTIONS	Complete	$790.00
JOHN DEERE LANDSCAPES	Complete	$790.00
GRASS PAD	In-Complete	$0.00
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00

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Group 07

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$1,608.00
BWI COMPANIES INC	Complete	$1,608.00
HELENA CHEMICAL CO.	Complete	$1,608.00
SUPREME TURF PRODUCTS , INC.	Complete	$1,608.00
AGRIUM ADVANCED TECHNOLOGIES	Complete	$1,608.00
WINFIELD SOLUTIONS	Complete	$1,608.00
JOHN DEERE LANDSCAPES	Complete	$1,608.00
GRASS PAD	In-Complete	$0.00
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00

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Group 08

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$461.70
HELENA CHEMICAL CO.	Complete	$486.00
AGRIUM ADVANCED TECHNOLOGIES	Complete	$498.00
BWI COMPANIES INC	Complete	$500.04
GRASS PAD	Complete	$502.80
SUPREME TURF PRODUCTS , INC.	Complete	$564.00
WINFIELD SOLUTIONS	Complete	$570.00
JOHN DEERE LANDSCAPES	Complete	$587.40
EWING IRRIGATION PRODUCTS INC	Complete	$704.29
MIDWEST TURF, INC.	In-Complete	$0.00

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Group 09

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$682.15
HELENA CHEMICAL CO.	Complete	$831.25
SUPREME TURF PRODUCTS , INC.	Complete	$910.00
JOHN DEERE LANDSCAPES	Complete	$948.78
GRASS PAD	Complete	$1,193.50
BWI COMPANIES INC	Complete	$1,395.52
WINFIELD SOLUTIONS	Complete	$1,575.00
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00
AGRIUM ADVANCED TECHNOLOGIES	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00

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Group 10

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$192.20
JOHN DEERE LANDSCAPES	Complete	$219.22
EWING IRRIGATION PRODUCTS INC	Complete	$224.56
WINFIELD SOLUTIONS	Complete	$230.00
HELENA CHEMICAL CO.	Complete	$240.50

VAN DIEST SUPPLY CO	Complete	$455.00
BWI COMPANIES INC	Complete	$455.00
HELENA CHEMICAL CO.	Complete	$455.00
SUPREME TURF PRODUCTS , INC.	Complete	$455.00
AGRIUM ADVANCED TECHNOLOGIES	Complete	$455.00
WINFIELD SOLUTIONS	Complete	$455.00
JOHN DEERE LANDSCAPES	Complete	$455.00
GRASS PAD	In-Complete	$0.00
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00

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Group 15

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$14,407.20
SUPREME TURF PRODUCTS , INC.	Complete	$15,390.00
AGRIUM ADVANCED TECHNOLOGIES	Complete	$15,930.00
GRASS PAD	Complete	$16,092.00
HELENA CHEMICAL CO.	Complete	$17,085.60
EWING IRRIGATION PRODUCTS INC	Complete	$17,550.00
WINFIELD SOLUTIONS	Complete	$17,550.00
JOHN DEERE LANDSCAPES	Complete	$21,211.20
BWI COMPANIES INC	Complete	$26,676.00
MIDWEST TURF, INC.	In-Complete	$0.00

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Group 16

Vendors	Complete	Group Total Net Bid
SUPREME TURF PRODUCTS , INC.	Complete	$610.00
JOHN DEERE LANDSCAPES	Complete	$1,028.00
VAN DIEST SUPPLY CO	In-Complete	$0.00
GRASS PAD	In-Complete	$0.00
BWI COMPANIES INC	In-Complete	$0.00
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00
HELENA CHEMICAL CO.	In-Complete	$0.00
AGRIUM ADVANCED TECHNOLOGIES	In-Complete	$0.00
WINFIELD SOLUTIONS	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00

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Group 17

Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$396.00
SUPREME TURF PRODUCTS , INC.	Complete	$460.00
BWI COMPANIES INC	Complete	$497.60
AGRIUM ADVANCED TECHNOLOGIES	Complete	$720.00
HELENA CHEMICAL CO.	Complete	$749.60
EWING IRRIGATION PRODUCTS INC	Complete	$884.00
JOHN DEERE LANDSCAPES	Complete	$910.40

GRASS PAD	In-Complete	$0.00
WINFIELD SOLUTIONS	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00

Group 18

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Vendors	Complete	Group Total Net Bid
VAN DIEST SUPPLY CO	Complete	$958.80
WINFIELD SOLUTIONS	Complete	$1,000.00
HELENA CHEMICAL CO.	Complete	$1,017.20
SUPREME TURF PRODUCTS , INC.	Complete	$1,030.00
JOHN DEERE LANDSCAPES	Complete	$1,060.80
EWING IRRIGATION PRODUCTS INC	Complete	$1,153.20
GRASS PAD	Complete	$1,192.00
AGRIUM ADVANCED TECHNOLOGIES	Complete	$1,300.00
BWI COMPANIES INC	Complete	$1,309.20
MIDWEST TURF, INC.	In-Complete	$0.00

Group 19

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Vendors	Complete	Group Total Net Bid
AGRIUM ADVANCED TECHNOLOGIES	Complete	$4,151.00
WINFIELD SOLUTIONS	Complete	$4,620.00
JOHN DEERE LANDSCAPES	Complete	$4,678.80
SUPREME TURF PRODUCTS , INC.	Complete	$5,110.00
HELENA CHEMICAL CO.	Complete	$5,549.60
GRASS PAD	Complete	$5,556.60
VAN DIEST SUPPLY CO	In-Complete	$0.00
BWI COMPANIES INC	In-Complete	$0.00
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00

Group 20

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Vendors	Complete	Group Total Net Bid
JOHN DEERE LANDSCAPES	Complete	$3,836.64
SUPREME TURF PRODUCTS , INC.	Complete	$6,360.00
BWI COMPANIES INC	Complete	$7,736.40
WINFIELD SOLUTIONS	Complete	$10,144.56
VAN DIEST SUPPLY CO	In-Complete	$0.00
GRASS PAD	In-Complete	$0.00
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00
HELENA CHEMICAL CO.	In-Complete	$0.00
AGRIUM ADVANCED TECHNOLOGIES	In-Complete	$0.00
MIDWEST TURF, INC.	In-Complete	$0.00

Group 21

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Vendors	Complete	Group Total Net Bid
JOHN DEERE LANDSCAPES	Complete	$2,267.52
VAN DIEST SUPPLY CO	Complete	$2,601.44

GRASS PAD	Complete	$2,768.00
SUPREME TURF PRODUCTS , INC.	Complete	$3,120.00
HELENA CHEMICAL CO.	Complete	$3,840.00
MIDWEST TURF, INC.	Complete	$5,200.00
BWI COMPANIES INC	In-Complete	$0.00
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00
AGRIUM ADVANCED TECHNOLOGIES	In-Complete	$0.00
WINFIELD SOLUTIONS	In-Complete	$0.00

Group 22

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Vendors	Complete	Group Total Net Bid
JOHN DEERE LANDSCAPES	Complete	$873.60
MIDWEST TURF, INC.	Complete	$972.00
VAN DIEST SUPPLY CO	Complete	$1,044.48
SUPREME TURF PRODUCTS , INC.	Complete	$1,360.00
WINFIELD SOLUTIONS	Complete	$1,947.40
HELENA CHEMICAL CO.	Complete	$2,204.96
AGRIUM ADVANCED TECHNOLOGIES	Complete	$3,040.00
GRASS PAD	In-Complete	$0.00
BWI COMPANIES INC	In-Complete	$0.00
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00

Group 23

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Vendors	Complete	Group Total Net Bid
MIDWEST TURF, INC.	Complete	$3,840.00
JOHN DEERE LANDSCAPES	Complete	$4,016.00
VAN DIEST SUPPLY CO	In-Complete	$0.00
GRASS PAD	In-Complete	$0.00
BWI COMPANIES INC	In-Complete	$0.00
EWING IRRIGATION PRODUCTS INC	In-Complete	$0.00
HELENA CHEMICAL CO.	In-Complete	$0.00
SUPREME TURF PRODUCTS , INC.	In-Complete	$0.00
AGRIUM ADVANCED TECHNOLOGIES	In-Complete	$0.00
WINFIELD SOLUTIONS	In-Complete	$0.00

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CITY OF WICHITA
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CITY OF WICHITA

Bid Results

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Solicitation:	Group	Line	
FB440082		Herbicide,Insecticide,Fungicide,Fertiliz	Close Date/Time: 5/16/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: GOLF COURSES

Go to: 001

Return to the Bid List

Responses: 10

Line 001 Iprodione All Bids to Include Delivery and MSDS For Each Location 1. DESCRIPTION: A systemic fungicide used on golf course greens, tees, and fairways. 2. ACTIVE INGREDIENTS: Iprodione 3-(3,5-dichlorophenyl)-N-(1-methylethyl)-2, 4-dioxo-1-imidazolidinecarboxamide. 3. PACKAGED IN: 2.5 gallon jugs/5gallons per case DELIVERY DROP LOCATIONS 1. Consolver GC 1931 S. Tyler Rd. - 2 cases Call Golf Manager 24 hrs. before delivery @ (316) 268-4653

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	2	Case	$194.4500	$388.90	Complete	
HELENA CHEMICAL CO.	2	Case	$194.5000	$389.00	Complete	1Pro 2SE
GRASS PAD	2	Case	$215.8000	$431.60	Complete	PrimeraTurg PrimeraOne Iprodione 2SE
JOHN DEERE LANDSCAPES	2	Case	$233.9400	$467.88	Complete	#79972369 18 Plus Lesco 2.5gal
SUPREME TURF PRODUCTS , INC.	2	Case	$260.0000	$520.00	Complete	
AGRIUM ADVANCED TECHNOLOGIES	2	Case	$280.0000	$560.00	Complete	Chipco 26019
BWI COMPANIES INC	2	Case	$281.2600	$562.52	Complete	
WINFIELD SOLUTIONS	2	Case	$300.0000	$600.00	Complete	
MIDWEST TURF, INC.	2	Case	$310.0000	$620.00	Complete	Raven (Phoenix) Genric 23.3% Iprodione 2x2.5g case
EWING IRRIGATION PRODUCTS INC					No Bid.	

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Line 002 DACONIL ACTION All bids to include delivery and MSDS/SDS for each location. 1.DESCRIPTION: A flowable fungicide for control of turf diseases on sod farms, turf on golf courses, and lawns around commercial and industrial buildings. 2. ACTIVE INGREDIENTS: 53.94% Chorothalonil (tetrachloroisophthalonitrile); 0.11% Acibenzolar-S-methyl: Benzo (1,2,3)thiadiazole-7-carbothioic acid-S-methyl ester 3. PACKAGED IN: 2.5 gallons/5 gallons per case NOTES: SUBSTITUTE PRODUCT WILL NOT BE ACCEPTED. DELIVERY DROP LOCATIONS 1. MacDonald GC 1036 N. Roosevelt - 4 cases 2. L.W. Clapp GC 4611 E. Harry - 1 case 3. Sim Park GC 2020 W. Murdock - 5 cases 4. Consolver GC 1931 S. Tyler Rd. - 5 cases 5. Auburn Hills GC 355 S. 135th Street West - 1 case Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GRASS PAD	16	Case	$162.2800	$2,596.48	Complete	PrimeraOne Chlonotholonil 720
VAN DIEST SUPPLY CO	16	Case	$360.0000	$5,760.00	Complete	
BWI COMPANIES INC	16	Case	$360.0000	$5,760.00	Complete	Agency Item
HELENA CHEMICAL CO.	16	Case	$360.0000	$5,760.00	Complete	
SUPREME TURF PRODUCTS , INC.	16	Case	$360.0000	$5,760.00	Complete	
AGRIUM ADVANCED TECHNOLOGIES	16	Case	$360.0000	$5,760.00	Complete	

WINFIELD SOLUTIONS	16	Case	$360.0000	$5,760.00	Complete	
JOHN DEERE LANDSCAPES	16	Case	$360.0000	$5,760.00	Complete	#47068 Daconil Action 2.5 ga;
EWING IRRIGATION PRODUCTS INC					No Bid.	
MIDWEST TURF, INC.					No Bid.	

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Line 003 TRINITY FUNGICIDE All bids to include delivery and MSDS for each location. 1.DESCRIPTION: A broad spectrum fungicide for disease control on turfgrass including golf courses, institutional, commercial and residential lawns, sod farms, parks, recreation areas, cemeteries and sports fields. 2.ACTIVE INGREDIENTS: 19.2% triticonazole 3.PACKAGED IN: 2.5 gallon container/5 gallon case DELIVERY DROP LOCATIONS 1. Sim Park GC 2020 W. Murdock - 1 case 2. Consolver GC 1931 S. Tyler Rd. - 2 cases 3. Auburn Hills GC 355 S. 135th West - 1 cases Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GRASS PAD	4	Case	$278.0000	$1,112.00	Complete	
VAN DIEST SUPPLY CO	4	Case	$713.3500	$2,853.40	Complete	
SUPREME TURF PRODUCTS , INC.	4	Case	$780.0000	$3,120.00	Complete	
AGRIUM ADVANCED TECHNOLOGIES	4	Case	$850.0000	$3,400.00	Complete	
HELENA CHEMICAL CO.	4	Case	$852.5000	$3,410.00	Complete	
WINFIELD SOLUTIONS	4	Case	$1,000.0000	$4,000.00	Complete	
JOHN DEERE LANDSCAPES	4	Case	$1,029.9200	$4,119.68	Complete	#59011038 Trinity 2.5gal
BWI COMPANIES INC	4	Case	$1,075.0000	$4,300.00	Complete	Agency Item
EWING IRRIGATION PRODUCTS INC					No Bid.	
MIDWEST TURF, INC.					No Bid.	

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Line 004 SECURE FUNGICIDE All bids to include delivery and MSDS for each location. 1. DESCRIPTION: A fungicide for use to control diseases of turf grasses on golf courses only. 2. ACTIVE INGREDIENTS: 40.0% Fluazinam 3. PACKAGED IN: 2.5 gallon container/5 gallon case DELIVERY DROP LOCATIONS 1. MacDonald GC 1036 N. Roosevelt - 1 case 2. L.W. Clapp GC 4611 E. Harry - .5 cases 3. Sim Park GC 2020 W. Murdock - 2 cases 4. Consolver GC 1931 S. Tyler Rd. - 1 case Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	4.5	Case	$2,700.0000	$12,150.00	Complete	
BWI COMPANIES INC	4.5	Case	$2,700.0000	$12,150.00	Complete	Agency Item
HELENA CHEMICAL CO.	4.5	Case	$2,700.0000	$12,150.00	Complete	
SUPREME TURF PRODUCTS , INC.	4.5	Case	$2,700.0000	$12,150.00	Complete	
AGRIUM ADVANCED TECHNOLOGIES	4.5	Case	$2,700.0000	$12,150.00	Complete	
WINFIELD SOLUTIONS	4.5	Case	$2,700.0000	$12,150.00	Complete	
JOHN DEERE LANDSCAPES	4.5	Case	$2,700.0000	$12,150.00	Complete	#47148 Secure 2.5 gal
GRASS PAD					No Bid.	
EWING IRRIGATION PRODUCTS INC					No Bid.	
MIDWEST TURF, INC.					No Bid.	

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Line 005 TORQUEtm FUNGICIDE All bids to include delivery and MSDS for each location. 1. DESCRIPTION: A fungicide for control of diseases on ornamentals and golf course turfgrass. 2. ACTIVE INGREDIENTS: 38.7% Tebuconazole 3. PACKAGED IN: 1 gallon container/5 gallon case DELIVERY DROP LOCATIONS 1. Consolver GC 1931 S. Tyler Rd. - 1 case 2. Auburn Hills GC 355 S. 135th West - 1 case Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	2	Case	$249.8500	$499.70	Complete	$199.88 2.5/cs Tebuconazole 3.6F 4x1 case
MIDWEST TURF, INC.	2	Case	$380.0000	$760.00	Complete	Sklark (Phoenix) Genric 38.7%

						Tebuconazole 4x1g case
JOHN DEERE LANDSCAPES	2	Case	$440.0000	$880.00	Complete	#191755 Tebuconazole 1 gal
HELENA CHEMICAL CO.	2	Case	$470.4000	$940.80	Complete	TEBU 3.6F
GRASS PAD	2	Case	$475.8000	$951.60	Complete	Quotl-Pro/CSI Tebuconazole 3.6E
SUPREME TURF PRODUCTS , INC.	2	Case	$500.0000	$1,000.00	Complete	Quali-Pro Tebuconazole
WINFIELD SOLUTIONS	2	Case	$800.0000	$1,600.00	Complete	
BWI COMPANIES INC	2	Case	$833.3500	$1,666.70	Complete	
EWING IRRIGATION PRODUCTS INC					***No Bid.***	
AGRIUM ADVANCED TECHNOLOGIES					**No Bid.**	

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Line 006 Instrata All Bids to Include Delivery and MSDS For Each Location 1. DESCRIPTION: A liquid fungicide used on golf course turf for control of Anthracnose, Brown Patch, Dollar Spot, Leaf Spot, Brown Blight and Melting-Out 2. ACTIVE INGREDIENTS: 29.9% Chlorothalonil (tetrachloroisophthalonitrile); 4.7% Propiconazole, 1.2% Fludioxonil Contains 3.0 pounds chlorothalonil per gallon; 0.47 pounds propiconazole per gallon; 0.121 pounds fludioxonil per gallon 3.PACKAGED IN: 2.5 gallon container / 5 gallons case Delivery Drop Locations 1. L.W. Clapp GC 4611 E. Harry - 1 case Contact Golf Division office 24 hrs. prior to delivery @ 316-268-4563

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	1	Case	$790.0000	$790.00	Complete	
BWI COMPANIES INC	1	Case	$790.0000	$790.00	Complete	Agency Item
HELENA CHEMICAL CO.	1	Case	$790.0000	$790.00	Complete	
SUPREME TURF PRODUCTS , INC.	1	Case	$790.0000	$790.00	Complete	
AGRIUM ADVANCED TECHNOLOGIES	1	Case	$790.0000	$790.00	Complete	
WINFIELD SOLUTIONS	1	Case	$790.0000	$790.00	Complete	
JOHN DEERE LANDSCAPES	1	Case	$790.0000	$790.00	Complete	#26327 Instrata 2.5gal
GRASS PAD					**No Bid.**	
EWING IRRIGATION PRODUCTS INC					**No Bid.**	
MIDWEST TURF, INC.					**No Bid.**	

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Line 007 Honor Intrinsic All Bids to Include Delivery and MSDS For Each Location 1. DESCRIPTION: A water-dispersible granule, non-DMI broad spectrum fungicide used on golf course turf for control of Anthracnose, Brown Patch, Dollar Spot, Fairy Ring, Pythium Blight, Fusarium Patch, Leaf Spot, and Melting-Out 2. ACTIVE INGREDIENTS: 16.8% Pyraclostrobin, (carbamic acid, [2-[[[1-(4-chlorophenyl)-1H-pyrazol-3-yl]oxy]methyl]phenyl]methoxy-, methyl ester) 11.2% Bascalid, 3-pyridinecarboxamide,2-chloro-N-(4'-chloro(1,1'-biphenyl)-2-yl)- Contains 0.168 oz of pyraclostrobin in 1 oz of Honor Intrinsic brand fungicide; Contains 0.112 oz of boscalid in 1 oz of Honor Intrinsic brand fungicide 3. PACKAGED IN: 3 pound container / 18 pound case Delivery Drop Locations 1. L.W. Clapp GC (210200) 4611 E. Harry - 12 pounds Contact Golf Division office 24 hrs. prior to delivery @ 316-268-4563

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	12	Pound	$134.0000	$1,608.00	Complete	
BWI COMPANIES INC	12	Pound	$134.0000	$1,608.00	Complete	Agency item packed in 3lb container- must be ordered in 3lb increments
HELENA CHEMICAL CO.	12	Pound	$134.0000	$1,608.00	Complete	
SUPREME TURF PRODUCTS , INC.	12	Pound	$134.0000	$1,608.00	Complete	$402.00/3lb
AGRIUM ADVANCED TECHNOLOGIES	12	Pound	$134.0000	$1,608.00	Complete	
WINFIELD SOLUTIONS	12	Pound	$134.0000	$1,608.00	Complete	
JOHN DEERE LANDSCAPES	12	Pound	$134.0000	$1,608.00	Complete	#59012350 Honor Intrinsic 3lb.
GRASS PAD					**No Bid.**	

EWING IRRIGATION PRODUCTS INC — **No Bid.**

MIDWEST TURF, INC. — **No Bid.**

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Line 008 Glyphosate All Bids to Include Delivery and MSDS For Each Location 1. DESCRIPTION: A non-selective herbicide used in misc. applications. Uses include grass and weed elimination around fence lines and trees. 2. ACTIVE INGREDIENTS: 41% glyphosate, N-(phophonomethyl)glycine, in the form of it's isopropylamine salt. 3. PACKAGED IN: 2.5 gallon container/5 gallons per case DELIVERY DROP LOCATIONS 1. Mac Donald GC - 1036 N. Roosevelt - 1 case 2. Sim Park GC - 2020 W. Murdock - 2 cases 3. Consolver GC - 1931 S. Tyler Rd. - 1 case 4. Auburn Hills GC - 355 S. 135th St. West - 2 cases Call Golf Manager 24 hrs. prior to delivery @ (316) 268-4653

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	6	Case	$76.9500	$461.70	Complete	Glyphosate 4 Plus
HELENA CHEMICAL CO.	6	Case	$81.0000	$486.00	Complete	Homcho Plus
AGRIUM ADVANCED TECHNOLOGIES	6	Case	$83.0000	$498.00	Complete	
BWI COMPANIES INC	6	Case	$83.3400	$500.04	Complete	Ranger Pro 2x2.5 gallon
GRASS PAD	6	Case	$83.8000	$502.80	Complete	
SUPREME TURF PRODUCTS , INC.	6	Case	$94.0000	$564.00	Complete	
WINFIELD SOLUTIONS	6	Case	$95.0000	$570.00	Complete	Cornerstone Plus
JOHN DEERE LANDSCAPES	6	Case	$97.9000	$587.40	Complete	#069289 Prosecutor Pro 2.5gal
EWING IRRIGATION PRODUCTS INC	6	Case	$117.3816	$704.29	Complete	
MIDWEST TURF, INC.					**No Bid.**	

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Line 009 TRIMEC CLASSIC All bids to include delivery and MSDS for each location. 1. DESCRIPTION: A post-emergent herbicide for the control of broadleaf weeds in fine turf on golf courses. 2. ACTIVE INGREDIENTS: Dimethylamine salt of 2,4-D 25.93% ; Dimethylamine salt of (+)-(R)-2-(2-methyl-4-chlorophenoxy) 6.93% ; Dicamba 2.67%. 3. PACKAGED IN: 2.5 gallon container/5 gallon case DELIVERY DROP LOCATIONS 1. MacDonald GC 1036 N. Roosevelt - 4 cases 2. Auburn Hills GC 355 S. 135th West - 3 cases Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	7	Case	$97.4500	$682.15	Complete	Vessel
HELENA CHEMICAL CO.	7	Case	$118.7500	$831.25	Complete	Trimec 992
SUPREME TURF PRODUCTS , INC.	7	Case	$130.0000	$910.00	Complete	Vessel Hebicicde
JOHN DEERE LANDSCAPES	7	Case	$135.5400	$948.78	Complete	#10446225 Three-Way Selective 2.5gal
GRASS PAD	7	Case	$170.5000	$1,193.50	Complete	
BWI COMPANIES INC	7	Case	$199.3600	$1,395.52	Complete	
WINFIELD SOLUTIONS	7	Case	$225.0000	$1,575.00	Complete	
EWING IRRIGATION PRODUCTS INC					**No Bid.**	
AGRIUM ADVANCED TECHNOLOGIES					**No Bid.**	
MIDWEST TURF, INC.					**No Bid.**	

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Line 010 SURFLAN A.S. HERBICIDE All bids to include delivery and MSDS for each location. 1.DESCRIPTION: A selective preemergence surface-applied herbicide for control of annual grasses and many broadleaf weed in ornamentals and turf. 2.ACTIVE INGREDIENTS: 40.4% Oryzalin 3.PACKAGED IN: 2.5 gallon container/5 gallon case DELIVERY DROP LOCATIONS 1. Consolver GC 1931 S. Tyler Rd. - 1 case Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	1	Case	$192.2000	$192.20	Complete	
JOHN DEERE LANDSCAPES	1	Case	$219.2200	$219.22	Complete	#QP13843 Oryzalin 4 2.5gal
EWING IRRIGATION PRODUCTS						

INC	1	Case	$224.5600	$224.56	Complete	
WINFIELD SOLUTIONS	1	Case	$230.0000	$230.00	Complete	
HELENA CHEMICAL CO.	1	Case	$240.5000	$240.50	Complete	
AGRIUM ADVANCED TECHNOLOGIES	1	Case	$241.2500	$241.25	Complete	
GRASS PAD	1	Case	$249.8000	$249.80	Complete	
BWI COMPANIES INC	1	Case	$254.4800	$254.48	Complete	
MIDWEST TURF, INC.	1	Case	$280.0000	$280.00	Complete	Harruer 4L (Phoenix) Genric 40.4% Oryzelin 2x2.5g case
SUPREME TURF PRODUCTS , INC.	1	Case	$330.0000	$330.00	Complete	Prokoz Prozalin 4L

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Line 011 *TURFLON ESTER All bids to include delivery and MSDS for each location. 1. DESCRIPTION: A specialty herbicide for the control* of annual and perennial broadleaf weeds and kikuyugrass in ornamental turfgrass. 2. ACTIVE INGREDIENTS: 61.6% triclopyr 3. PACKAGED IN: 2.5 gallon container/5 gallon case DELIVERY DROP LOCATIONS 1. Auburn Hills GC 355 S. 135th West - 1 case Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
AGRIUM ADVANCED TECHNOLOGIES	1	Case	$375.0000	$375.00	Complete	
VAN DIEST SUPPLY CO	1	Case	$609.8500	$609.85	Complete	
SUPREME TURF PRODUCTS , INC.	1	Case	$630.0000	$630.00	Complete	
HELENA CHEMICAL CO.	1	Case	$683.8000	$683.80	Complete	
WINFIELD SOLUTIONS	1	Case	$700.0000	$700.00	Complete	
BWI COMPANIES INC	1	Case	$741.7000	$741.70	Complete	
JOHN DEERE LANDSCAPES	1	Case	$744.2400	$744.24	Complete	#00317845 Turflon Ester Ultra 2.5gal
GRASS PAD					**No Bid.**	
EWING IRRIGATION PRODUCTS INC					**No Bid.**	
MIDWEST TURF, INC.					**No Bid.**	

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Line 012 Bifenthrin Insecticide All bids to include delivery and MSDS for each location. 1. DESCRIPTION: An insecticide used on golf courses for the control of cutworms, sod web worms, and army worms. 2. ACTIVE INGREDIENTS: 7.9% Bifenthrin 3. PACKAGED IN: 1 gallon container/ 4 gallon case DELIVERY DROP LOCATIONS 1. MacDonald GC 1036 N. Roosevelt - .5 case 2. Sim Park GC 2020 W. Murdock - 1 case 3. Consolver GC 1931 S. Tyler Rd. - .5 case Call Golf Manager 24hrs. before delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WINFIELD SOLUTIONS	2	Case	$132.0000	$264.00	Complete	
VAN DIEST SUPPLY CO	2	Case	$135.1600	$270.32	Complete	Talstar Select
GRASS PAD	2	Case	$152.0000	$304.00	Complete	
AGRIUM ADVANCED TECHNOLOGIES	2	Case	$152.0000	$304.00	Complete	
JOHN DEERE LANDSCAPES	2	Case	$155.3200	$310.64	Complete	#QP13788 Bifenthnin Golf/Nurs. Insecticide 1 gal
MIDWEST TURF, INC.	2	Case	$156.0000	$312.00	Complete	Firebird Pro (Phoenix) Generic 7.9% Bifenthrin 1x4g case
SUPREME TURF PRODUCTS , INC.	2	Case	$168.0000	$336.00	Complete	Restricted use Applicator License Required
BWI COMPANIES INC	2	Case	$173.7200	$347.44	Complete	
HELENA CHEMICAL CO.	2	Case	$192.0000	$384.00	Complete	Bifemthrin Golf 7.9F
EWING IRRIGATION PRODUCTS INC	2	Case	$199.9280	$399.86	Complete	

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in turfgrass (including sod farms),.landscape ornamentals, fruit and nut trees, and interior plantscapes. 2. ACTIVE INGREDIENTS: 75% imidacloprid, 1-[(6-Chloro-3-pyridinyl)methyl] -N-nitro.2-imidazolidinimine. 3. PACKAGED IN: 1.6 oz packets/25.6 oz per case DELIVERY DROP LOCATIONS 1. Mac Donald GC - 1036 N. Roosevelt - 2 cases 2. Auburn Hills GC - 355 S. 135th St. West - 9 cases Call Golf Manager 24 hrs. prior to delivery @ (316) 268-4653

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	11	Case	$61.1840	$673.02	Complete	Zenith 75 WSP
GRASS PAD	11	Case	$61.9000	$680.90	Complete	NuForm Mallet 75WSP 4x4x1.6 wt oz case
HELENA CHEMICAL CO.	11	Case	$64.0400	$704.44	Complete	Criterion 75WSP
SUPREME TURF PRODUCTS , INC.	11	Case	$82.0000	$902.00	Complete	Zenith 75WSP
BWI COMPANIES INC	11	Case	$94.7200	$1,041.92	Complete	Zenith 75WSP 4x1.6 oz @ $23.68/box
EWING IRRIGATION PRODUCTS INC	11	Case	$94.7200	$1,041.92	Complete	
AGRIUM ADVANCED TECHNOLOGIES	11	Case	$96.5000	$1,061.50	Complete	Sub-Malice 75WSP 4x4x1.6 oz
WINFIELD SOLUTIONS	11	Case	$102.0000	$1,122.00	Complete	Criterion 75WSP
JOHN DEERE LANDSCAPES	11	Case	$273.2400	$3,005.64	Complete	#80894015 Bandit 2F 1gal
MIDWEST TURF, INC.	11	Case	$330.0000	$3,630.00	Complete	Hawk I 75WSP (Phoenix) Generic 75% WSP Imidacloprid 48 x 1.6oz WSP per case. Check amount needed as our case is larger 48WSP vs 16WSP

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Line 014 Acelepryn All Bids to Include Delivery and MSDS For Each Location 1. DESCRIPTION: A suspension concentrate insecticide for use on golf course turf for foliar and systemic control of a variety of white grubs; armyworms, cutworms, sod webworms, billbugs and annual bluegrass weevil. 2. ACTIVE INGREDIENTS: 18.4% Chlorantraniliprole 3-Bromo-N-[4-chloro-2-methyl-6-[(methylamino)carbonyl] phenyl]-1-(3-chloro-2-pyridinyl)-1H-pyrazole-5-carboxamide 1.67 pounds of active ingredient per gallon 3. PACKAGED IN: ½ gallon container/ 2 gallon case Delivery Drop Locations 1. L.W. Clapp GC 4611 E. Harry - .5 gallon Contact Golf Division office 24 hrs. prior to delivery @ 316-268-4563

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	0.5	Gallon	$910.0000	$455.00	Complete	
BWI COMPANIES INC	0.5	Gallon	$910.0000	$455.00	Complete	Agency Item
HELENA CHEMICAL CO.	0.5	Gallon	$910.0000	$455.00	Complete	
SUPREME TURF PRODUCTS , INC.	0.5	Gallon	$910.0000	$455.00	Complete	
AGRIUM ADVANCED TECHNOLOGIES	0.5	Gallon	$910.0000	$455.00	Complete	
WINFIELD SOLUTIONS	0.5	Gallon	$910.0000	$455.00	Complete	
JOHN DEERE LANDSCAPES	0.5	Gallon	$910.0000	$455.00	Complete	#52452-NLA Acelepryn
GRASS PAD					**No Bid.**	
EWING IRRIGATION PRODUCTS INC					**No Bid.**	
MIDWEST TURF, INC.					**No Bid.**	

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Line 015 Fairway Fertilizer All Bids to Include Delivery and MSDS For Each Location 1. DESCRIPTION: A general purpose fairway grade fertilizer used on golf course turf . 2. ACTIVE INGREDIENTS: Minimum 20% Total Nitrogen [16.7% urea (50% sulfur-coated)], 4.3% ammoniacal nitrogen, Minimum 0% phosphorous, Minimum 10% soluble potash. 3. PACKAGED IN: 50 lb. bags DELIVERY DROP LOCATIONS 1. Mac Donald GC 1036 N. Roosevelt - 240 bags 2. Sim Park GC 2020 W. Murdock - 160 bags 3. Consolver GC 1931 S. Tyler Rd. - 80 bags 4. Auburn Hills GC 355 S. 135th St. West - 600 bags Call Golf Office 24 hrs. prior to delivery @ (316) 268-4653

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	1080	Bag	$13.3400	$14,407.20	Complete	20-0-10 W50%XCU
SUPREME TURF PRODUCTS , INC.	1080	Bag	$14.2500	$15,390.00	Complete	

AGRIUM ADVANCED TECHNOLOGIES	1080	Bag	$14.7500	$15,930.00	Complete	
GRASS PAD	1080	Bag	$14.9000	$16,092.00	Complete	
HELENA CHEMICAL CO.	1080	Bag	$15.8200	$17,085.60	Complete	Promate 20-3-10 30% SCU 2% FE
EWING IRRIGATION PRODUCTS INC	1080	Bag	$16.2500	$17,550.00	Complete	
WINFIELD SOLUTIONS	1080	Bag	$16.2500	$17,550.00	Complete	*Mears Fer/Winfield 20-0-20 50% PCSCU*
JOHN DEERE LANDSCAPES	1080	Bag	$19.6400	$21,211.20	Complete	#JDBB24311M50S50 24-3-11 50lb bag
BWI COMPANIES INC	1080	Bag	$24.7000	$26,676.00	Complete	28-3-10 w/50% U-Flexx, 3% FE
MIDWEST TURF, INC.					**No Bid.**	

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Line 016 SUL-PO-MAG FAIRWAY GRADE All bids to include delivery and MSDS for each location. 1. DESCRIPTION: A fairway grade fertilizer containing potassium and magnesium. 2. ACTIVE INGREDIENTS: 22% potassium (minimum), 11% magnesium (minimum), 22% sulfur (minimum) 3. PACKAGED IN: 50 pound bag DELIVERY DROP LOCATIONS 1. *Consolver GC 1931 S. Tyler Rd. - 40 bags Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.*

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SUPREME TURF PRODUCTS , INC.	40	Bag	$15.2500	$610.00	Complete	
JOHN DEERE LANDSCAPES	40	Bag	$25.7000	$1,028.00	Complete	#088702 K-Mag 0-0-22 50lb
VAN DIEST SUPPLY CO					**No Bid.**	
GRASS PAD					**No Bid.**	
BWI COMPANIES INC					**No Bid.**	
EWING IRRIGATION PRODUCTS INC					**No Bid.**	
HELENA CHEMICAL CO.					**No Bid.**	
AGRIUM ADVANCED TECHNOLOGIES					**No Bid.**	
WINFIELD SOLUTIONS					**No Bid.**	
MIDWEST TURF, INC.					**No Bid.**	

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Line 017 Gypsum (calcium sulfate) Greens Grade All Bids to Include Delivery and MSDS For Each Location 1. DESCRIPTION: A pelletized fertilizer used on golf course greens to provide supplemental calcium for turf. 2. ACTIVE INGREDIENTS: 21% calcium, 16% sulfur combined, 70% calcium sulfate, 88% calcium dihydrate. 3. PACKAGED IN: 50 lb. bags DELIVERY DROP LOCATIONS 1. Consolver GC -1931 S. Tyler Rd. - 80 bags Call Golf Manager 24 hrs. before delivery @ (316)268-4653

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	80	Bag	$4.9500	$396.00	Complete	
SUPREME TURF PRODUCTS , INC.	80	Bag	$5.7500	$460.00	Complete	
BWI COMPANIES INC	80	Bag	$6.2200	$497.60	Complete	
AGRIUM ADVANCED TECHNOLOGIES	80	Bag	$9.0000	$720.00	Complete	
HELENA CHEMICAL CO.	80	Bag	$9.3700	$749.60	Complete	
EWING IRRIGATION PRODUCTS INC	80	Bag	$11.0500	$884.00	Complete	
JOHN DEERE LANDSCAPES	80	Bag	$11.3800	$910.40	Complete	#BMGYPSUM50 Pelletized Gypsum Mini 50lb
GRASS PAD					**No Bid.**	
WINFIELD SOLUTIONS					**No Bid.**	
MIDWEST TURF, INC.					**No Bid.**	

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fertilizer used on golf course greens to provide supplemental potassium. 2. ACTIVE INGREDIENTS: 50% potassium sulfate 3. PACKAGED IN: 50 pound bag DELIVERY DROP LOCATIONS 1. Consolver GC 1931 S. Tyler Rd. - 40 bags Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAN DIEST SUPPLY CO	40	Bag	$23.9700	$958.80	Complete	
WINFIELD SOLUTIONS	40	Bag	$25.0000	$1,000.00	Complete	
HELENA CHEMICAL CO.	40	Bag	$25.4300	$1,017.20	Complete	
SUPREME TURF PRODUCTS , INC.	40	Bag	$25.7500	$1,030.00	Complete	
JOHN DEERE LANDSCAPES	40	Bag	$26.5200	$1,060.80	Complete	#BF005050 0-0-50 50lb
EWING IRRIGATION PRODUCTS INC	40	Bag	$28.8300	$1,153.20	Complete	
GRASS PAD	40	Bag	$29.8000	$1,192.00	Complete	
AGRIUM ADVANCED TECHNOLOGIES	40	Bag	$32.5000	$1,300.00	Complete	
BWI COMPANIES INC	40	Bag	$32.7300	$1,309.20	Complete	
MIDWEST TURF, INC.					**No Bid.**	

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Line 019 Howard Johnson's 18-4-18 Greens Grade Fertilizer All Bids to Include Delivery and MSDS for each Location 1. DESCRIPTION: A micro-greens grade fertilizer SGN 100 used on golf course greens. 50% of the Nitrogen is from Methylene Urea. 2. ACTIVE INGREDIENTS: 18% total nitrogen (.85% ammoniacal nitrogen, 4.5% water soluble nitrogen, 9.5% urea), 7.65% slowly available (from methylene ureas). 4% ammonium phosphate, 18% sulfate of potash, .02% Boron, 6.12% combined sulfur, .05% copper, .1% iron, .05% water soluble manganese. 3. PACKAGED IN: 50 lb. bags DELIVERY DROP LOCATIONS 1. Mac Donald GC 1036 N. Roosevelt - 20 bags 2. Sim Park GC 2020 W. Murdock - 40 bags 3. Consolver GC 1931 S. Tyler Rd. - 40 bags 4. Auburn Hills GC 355 S. 135th St. West - 40 bags Call Golf Office 24 hrs. prior to delivery @ (316) 268-4653

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
AGRIUM ADVANCED TECHNOLOGIES	140	Bag	$29.6500	$4,151.00	Complete	Sub-Signature 18-4-18
WINFIELD SOLUTIONS	140	Bag	$33.0000	$4,620.00	Complete	Winfield 18-4-18
JOHN DEERE LANDSCAPES	140	Bag	$33.4200	$4,678.80	Complete	#098540 18-2-18 50lb
SUPREME TURF PRODUCTS , INC.	140	Bag	$36.5000	$5,110.00	Complete	Andersons 18-6-15
HELENA CHEMICAL CO.	140	Bag	$39.6400	$5,549.60	Complete	Country Club 18-3-18
GRASS PAD	140	Bag	$39.6900	$5,556.60	Complete	
VAN DIEST SUPPLY CO					**No Bid.**	
BWI COMPANIES INC					**No Bid.**	
EWING IRRIGATION PRODUCTS INC					**No Bid.**	
MIDWEST TURF, INC.					**No Bid.**	

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Line 020 *AQUATROLS PRIMER SELECT All bids to include delivery and MSDS for each location. 1. DESCRIPTION: A matrix flow soil* surfactant for uniform movement, distribution and availability of water in the root zone and to overcome water repellency in soils. 2. ACTIVE INGREDIENTS: 100% Alkoxylated polyols 3. PACKAGED IN: 2.5 gallon container/5 gallon case NOTE: SUBSTITUTE PRODUCTS NOT ACCEPTED DELIVERY DROP LOCATIONS 1. MacDonald GC 1036 N. Roosevelt - 6 cases 2. L.W. Clapp GC 4611 E. Harry - 3 cases 3. Sim Park GC 2020 W. Murdock - 5 cases 4. Consolver GC 1931 S. Tyler Rd - 6 cases 5. Auburn Hills GC 355 S. 135th West - 4 cases Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN DEERE LANDSCAPES	24	Case	$159.8600	$3,836.64	Complete	#069383 Lesco Wet Plus 2.5gal
SUPREME TURF PRODUCTS , INC.	24	Case	$265.0000	$6,360.00	Complete	
BWI COMPANIES INC	24	Case	$322.3500	$7,736.40	Complete	Primer Select in 5 gallon containers 2.5 gallon size is not a stock item for BWI
WINFIELD SOLUTIONS	24	Case	$422.6900	$10,144.56	Complete	

VAN DIEST SUPPLY CO	**No Bid.**
GRASS PAD	**No Bid.**
EWING IRRIGATION PRODUCTS INC	**No Bid.**
HELENA CHEMICAL CO.	**No Bid.**
AGRIUM ADVANCED TECHNOLOGIES	**No Bid.**
MIDWEST TURF, INC.	**No Bid.**

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Line 021 TURF MARK WSP All bids to include delivery and MSDS for each location. 1. DESCRIPTION: Blue, water soluble spray indicator dye for use in boom, handgun and spot spraying applications on turfgrass. 2. ACTIVE INGREDIENTS: none 3. PACKAGED IN: 2.68 oz. water soluble packets/40 packets per case/7 pounds total weight. DELIVERY DROP LOCATIONS 1. MacDonald GC 1036 N. Roosevelt - 2 cases 2. Sim Park GC 2020 W. Murdock - 5 cases 3. Consolver GC 1931 S. Tyler Rd. - 5 cases 4. Auburn Hills GC 355 S. 135th West - 4 cases Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN DEERE LANDSCAPES	16	Case	$141.7200	$2,267.52	Complete	#008820 Lesco Blue 2.5 gal cs=7.5lb
VAN DIEST SUPPLY CO	16	Case	$162.5900	$2,601.44	Complete	
GRASS PAD	16	Case	$173.0000	$2,768.00	Complete	
SUPREME TURF PRODUCTS , INC.	16	Case	$195.0000	$3,120.00	Complete	
HELENA CHEMICAL CO.	16	Case	$240.0000	$3,840.00	Complete	Promate Spray/Indicator WSP
MIDWEST TURF, INC.	16	Case	$325.0000	$5,200.00	Complete	Turfmax Puregreen 2x1.32g case liquid. Rate 12-20 oz/acre green indicator dye check *amount needed as not WSP*
BWI COMPANIES INC					**No Bid.**	
EWING IRRIGATION PRODUCTS INC					**No Bid.**	
AGRIUM ADVANCED TECHNOLOGIES					**No Bid.**	
WINFIELD SOLUTIONS					**No Bid.**	

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Line 022 ANDERSONS TURF ENHANCER 2SC All bids to include delivery and MSDS for each location. 1. DESCRIPTION: A plant growth regulation product for reduction of vertical growth, mowing frequency, and suppression of Poa annua in warm and cool season turfgrass. 2. ACTIVE INGREDIENTS: 22.30% Paclobutrazol 3. PACKAGED IN: 64 fluid oz. container DELIVERY DROP LOCATIONS 1. MacDonald GC 1036 N. Roosevelt - 3 cases 2. L.W. Clapp GC 4611 E. Harry - 2 cases 3. Sim Park GC 2020 W. Murdock - 2 cases 4. Auburn Hills GC 355 S. 135th West - 1 case Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN DEERE LANDSCAPES	8	Case	$109.2000	$873.60	Complete	#191765 Tide Paclo 2 SC per 1 gal bid 4 cs $218.40/gal/cs
MIDWEST TURF, INC.	8	Case	$121.5000	$972.00	Complete	Monarch (Phoenix) Generic 23.3% Paclobutrozol 4x1 gal case Compare our 64oz price $121.50 or $243.00/gal
VAN DIEST SUPPLY CO	8	Case	$130.5600	$1,044.48	Complete	
SUPREME TURF PRODUCTS , INC.	8	Case	$170.0000	$1,360.00	Complete	$170/.5 gal
WINFIELD SOLUTIONS	8	Case	$243.4250	$1,947.40	Complete	7 gal $278.20/gal Total 1947.40/7 gal Palco Pro - Syngenta 4x1 gal case 7 gal need
HELENA CHEMICAL CO.	8	Case	$275.6200	$2,204.96	Complete	$137.81/gal Tide Paclo 2SC 4x1 gallon case
AGRIUM ADVANCED TECHNOLOGIES	8	Case	$380.0000	$3,040.00	Complete	$190.00/gal Sub-Tide Paclo 2SC 1 gal.
GRASS PAD					**No Bid.**	

BWI COMPANIES INC	**No Bid.**
EWING IRRIGATION PRODUCTS INC	***No Bid.***

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Line 023 Turf Max Turf Screen All bids to include delivery and MSDS for each location. 1. DESCRIPTION: A suspension concentrate that forms a protective film and protects fine turfgrass from harmful solar and UV radiation. 2. ACTIVE INGREDIENTS: 30.12% Titanium Dioxide by weight, 9.04% Zinc Oxide by weight. 3. PACKAGED IN: 2.5 gallon container/5 gallon case NOTES: SUBSTITUTE PRODUCT WILL NOT BE ACCEPTED. DELIVERY DROP LOCATIONS 1. MacDonald GC 1036 N. Roosevelt - 3 cases 2. Sim Park GC 2020 W. Murdock - 2 cases 3. Consolver GC 1931 S. Tyler Rd. - 2 cases 4. Auburn Hills GC 355 S. 135th West - 1 cases Call Golf Manager 24hrs. prior to delivery @ (316) 268-4653.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST TURF, INC.	8	Case	$480.0000	$3,840.00	Complete	
JOHN DEERE LANDSCAPES	8	Case	$502.0000	$4,016.00	Complete	#191195 Lesco Tracker 1 qt
VAN DIEST SUPPLY CO					**No Bid.**	
GRASS PAD					**No Bid.**	
BWI COMPANIES INC					**No Bid.**	
EWING IRRIGATION PRODUCTS INC					**No Bid.**	
HELENA CHEMICAL CO.					**No Bid.**	
SUPREME TURF PRODUCTS , INC.					**No Bid.**	
AGRIUM ADVANCED TECHNOLOGIES					**No Bid.**	
WINFIELD SOLUTIONS					**No Bid.**	

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CITY OF WICHITA
POWERED BY COGSDALE

Bid Results

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB440083 Liquid Oxygen

Close Date/Time: 5/16/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works & Utilities

Return to the Bid List

Responses: 4

Vendors	Complete	Bid Total	City Comments
PRAXAIR INC	Complete	$353,100.00	Corrected Total $358,236
AIR LIQUIDE INDUSTRIAL US LP	Complete	$365,600.00	Corrected Total $360,250
AIR PRODUCTS & CHEMICALS	Complete	$401,580.00	Corrected Total $399,440
LAMPTON WELDING SUPPLY	*Partial*	*$353,100.00*	Award 05/20/2014 Base Bid PW&U *Dept/Production & Pumping Div Corrected* Total $350,960

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POWERED BY COGSDALE

CITY OF WICHITA

Bid Results

Profile Solicitations Document Inquiry Logout Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB440083 **Liquid Oxygen** **Close Date/Time: 5/16/2014 10:00 AM CST**

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works & Utilities

Go to: 001

Return to the Bid List

Responses: 4

Line 001 Base Bid: Bulk Shipments of Liquid Oxygen >90% by wt as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
LAMPTON WELDING SUPPLY	50000000	Standard Cubic Feet	$0.0033	$165,000.00	Complete	$.00328 Total $164,000
PRAXAIR INC	50000000	Standard Cubic Feet	$0.0033	$165,000.00	Complete	$.003348/cf Total $167,400
AIR LIQUIDE INDUSTRIAL US LP	50000000	Standard Cubic Feet	$0.0034	$170,000.00	Complete	$.00335 Total $167,500
AIR PRODUCTS & CHEMICALS	50000000	Standard Cubic Feet	$0.0037	$185,000.00	Complete	$.00368 for total $184,000

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Line 002 Base Bid: Bulk Shipments of Liquid Oxygen 99-99.5% by wt as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
LAMPTON WELDING SUPPLY	57000000	Standard Cubic Feet	$0.0033	$188,100.00	Complete	$.00328 Total $186,900 Corrected Grand Total $350,960.00
PRAXAIR INC	57000000	Standard Cubic Feet	$0.0033	$188,100.00	Complete	$.003348/cf Total $190,836
AIR LIQUIDE INDUSTRIAL US LP	57000000	Standard Cubic Feet	$0.0034	$193,800.00	Complete	$.00335 Total $190,950
AIR PRODUCTS & CHEMICALS	57000000	Standard Cubic Feet	$0.0037	$210,900.00	Complete	$.00368 for total $209,760

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Line 003 Option 1: Labor, Material and Equipment to Provide Installation of Telemetry System as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRAXAIR INC	1	Lump Sum	$0.0000	$0.00	Complete	No charge
AIR LIQUIDE INDUSTRIAL US LP	1	Lump Sum	$0.0000	$0.00	Complete	No Charge
AIR PRODUCTS & CHEMICALS	1	Lump Sum	$4,000.0000	$4,000.00	Complete	
LAMPTON WELDING SUPPLY					No Bid.	

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Line 004 Option 2: Operation and Maintenance of Telemetry System (specify monthly or annual fee).

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRAXAIR INC	1	Lump Sum	$0.0000	$0.00	Complete	No charge Corrected Total $358,236.00
AIR PRODUCTS & CHEMICALS	1	Lump Sum	$1,680.0000	$1,680.00	Complete	Annual fee. Certificate of Analysis, if required with each delivery will be an additional

						fee of $135.oo per delivery. Corrected Total $399,440
AIR LIQUIDE INDUSTRIAL US LP	1	Lump Sum	$1,800.0000	$1,800.00	Complete	2 units @ $75 each per month = $1800 per year Corrected Total $360,250.00
LAMPTON WELDING SUPPLY				**No Bid.**		

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POWERED BY COGSDALE

CITY OF WICHITA

Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB440057 **High Pressure Sewer Cleaner**

Close Date/Time: 5/9/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
THE LARSON GROUP INC	Complete	$225,893.00	Does not meet specifications
VAC-CON SERVICES, INC	Complete	$282,092.00	
KEY EQUIPMENT & SUPPLY CO	Partial	$255,964.00	Award 05/20/2014 Base Bid w/opt 1-4 Public Works & Utilities Dept/Fleet & Facilities Div

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CITY OF WICHITA www.wichita.gov

POWERED BY COGSDALE

WICHITA

Bid Results

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor **Group** **Line**

Solicitation: FB440057 **High Pressure Sewer Cleaner**

Close Date/Time: 5/9/2014 10:00 AM CST

***Solicitation Type:* Formal Bid**

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Go to: 001

Return to the Bid List

Responses: 3

Line 001 Base Bid: New Current Model Combination High Pressure Storm Structure Cleaner and Vacuum Debris Removal System Mounted on 66,000 GVW with Extended Cab & Chassis. Sewer Cleaner Manufacturer:_____ Model:_____ Year:_____ Cab & Chassis Manufacturer:_____ Model:_____ Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
THE LARSON GROUP INC	1	Lump Sum	$358,922.0000	$358,922.00	Complete	Sewwer Cleaner Manufacturer: Vacall Model: AJV1015 Year: 2014 Cab & Chassis Manufacturer: Freightliner Model: 114SD Year: 2015 Lead time approximately 125-149 days after receipt of suitable Chassis at Body Company Alt Bid on Cab & Chassis: International Model: 7600 Year: 2015 Alt Base Bid @ $370,911.00
VAC-CON SERVICES, INC	1	Lump Sum	$394,500.0000	$394,500.00	Complete	Sewer Cleaner Manufacturer: Vac-Con Model: PD3611 HEN/1500 Year: 2014 Cab & Chassis Manufacturer: International Model: 7600 Year: 2015 Lead time 60-120 after receiving chassis
KEY EQUIPMENT & SUPPLY CO	1	Lump Sum	$411,484.0000	$411,484.00	Complete	Sewer Cleaner Manufacturer: Vactor Mfg Model: 2100 Plus Year: 2014 Cab & Chassis Manufacturer: Freightliner Model: 114SD Year: 2015 Lead time 150 days after receipt of chassis Alt bid Cab & Chassis: International Model 7600 SFA6X4 Year 2015 Base Bid @ $415,538.93

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Line 002 OPTION 1: Trade-In Allowance for 2007 Sterling Chasis, City Vehicle # 1595 VIN # 2FHAZGV68AZ55206, Vactor Combination Cleaner Model # 2112-824RCS-16 Serial # 07-11V-10782. Trade-In's are available for inspection Monday - Friday at 1801 South McClean Blvd Wichita Ks by contacting the Storm Water Maintenance Supervisor at 316-268-4090. Lump Sum Deduct from Total Amount.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KEY EQUIPMENT & SUPPLY CO	1	Lump Sum	($160,000.0000)	($160,000.00)	Complete	
THE LARSON GROUP INC	1	Lump Sum	($138,500.0000)	($138,500.00)	Complete	
VAC-CON SERVICES, INC	1	Lump Sum	($120,000.0000)	($120,000.00)	Complete	

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Line 003 OPTION 2: Hydro Excavation Package

Extended

Vendors	QTY	UOM	Price	Cost	Complete	Comments
KEY EQUIPMENT & SUPPLY CO	1	Each	$3,180.0000	$3,180.00	Complete	
THE LARSON GROUP INC	1	Each	$3,832.0000	$3,832.00	Complete	
VAC-CON SERVICES, INC	1	Each	$5,193.0000	$5,193.00	Complete	

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Line 004 OPTION 3: Pullout Shelves for Aluminum Storage Box in Specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KEY EQUIPMENT & SUPPLY CO	1	Lump Sum	$0.0000	$0.00	Complete	Included in base bid
THE LARSON GROUP INC	1	Lump Sum	$389.0000	$389.00	Complete	
VAC-CON SERVICES, INC	1	Lump Sum	$1,399.0000	$1,399.00	Complete	

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Line 005 OPTION 4: Rosco Dual Vision DV231 Secure Recording Device with 32 GB SDHC, for Vehicle Monitoring and Tracking, Mounted to the Vehicle Windshield.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VAC-CON SERVICES, INC	1	Each	$1,000.0000	$1,000.00	Complete	
THE LARSON GROUP INC	1	Each	$1,250.0000	$1,250.00	Complete	Total for Alt Bid is $237,882.00
KEY EQUIPMENT & SUPPLY CO	1	Each	$1,300.0000	$1,300.00	Complete	Total Alt Bid with International Cab & Chassis is $260,018.93

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POWERED BY COGSDALE

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL MAY 20, 2014

a. 2014 Sanitary Sewer Rehabilitation Phase B (CIPP) (north of Pawnee, east of Meridian) (468-84932/620704/664009) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV) - $352,000.00

b. Water Distribution System to serve Clear Creek 2nd Addition (south of Kellogg, west of 143rd Street East) (448-90620/735503/470176) Does not affect existing traffic. (District II) - $45,000.00

c. Lateral 440, Four Mile Creek Interceptor to serve Clear Creek 2nd Addition (south of Kellogg, west of 143rd Street East) (468-84923/744364/480056) Does not affect existing traffic. (District II) - $89,000.00

To be Bid: May 9, 2014

PRELIMINARY ESTIMATE of the cost of:
2014 Sanitary Sewer Rehabilitation Phase B (CIPP)
(north of Pawnee, east of Meridian)

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

	LUMP SUM BID ITEMS		
1	Pipe, Cured-in-Place, 8" (Site 1)	616	lf
2	Pipe, Cured-in-Place, 8" (Site 2)	1,274	lf
3	Pipe, Cured-in-Place, 8" (Site 3)	1,343	lf
4	Pipe, Cured-in-Place, 8" (Site 4)	608	lf
5	Pipe, Cured-in-Place, 8" (Site 5)	622	lf
6	Pipe, Cured-in-Place, 8" (Site 6)	631	lf
7	Pipe, Cured-in-Place, 8" (Site 7)	663	lf
8	Pipe, Cured-in-Place, 8" (Site 8)	753	lf
9	Pipe, Cured-in-Place, 8" (Site 9)	324	lf
10	Pipe, Cured-in-Place, 12" (Site 10)	437	lf
11	Pipe, Cured-in-Place, 8" (Site 11)	316	lf
12	Pipe, Cured-in-Place, 8" (Site 12)	315	lf
13	Pipe, Cured-in-Place, 8" (Site 13)	662	lf
14	Pipe, Cured-in-Place, 8" (Site 14)	112	lf
15	Pipe, Cured-in-Place, 8" (Site 15)	598	lf
16	Pipe, Cured-in-Place, 8" (Site 16)	529	lf
17	Pipe, Cured-in-Place, 8" (Site 17)	1,020	lf
18	Pipe, Cured-in-Place, 8" (Site 18)	646	lf
19	Site Preparation	1	LS
20	Site Restoration	1	LS

Construction Subtotal _____

Engineering & Inspection
Administration (3%)
Publication

Total Estimated Cost $352,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

664009 (620704) 468-84932
Page _____

EXHIBIT _____

448-90620 (735503) 470176 District II

To be Bid: May 9, 2014

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Clear Creek 2nd Addition
(south of Kellogg, west of 143rd Street East)

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

LUMP SUM BID ITEMS (735503) - Group 1

1	Pipe, WL 8"	871	lf
2	Valve Assembly, Anchored 8", Special	1	ea
3	Valve Assembly, 8"	2	ea
4	Fire Hydrant Assembly	2	ea
5	Valve Assembly, Blowoff, 2"	1	ea
6	Seeding	1	LS
7	Site Clearing	1	LS
8	Site Restoration	1	LS

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $45,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

470176 (735503) 448-90620
Page _____ EXHIBIT _____

468-84923 (744364) 480056 District II

To be Bid: May 9, 2014

PRELIMINARY ESTIMATE of the cost of:
Lateral 440, Four Mile Creek Interceptor to serve Clear Creek 2nd Addition
(south of Kellogg, west of 143rd Street East)

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

	LUMP SUM BID ITEMS (744364) - Group 2			
1	Pipe, SS 8"	1,526	lf	
2	Air Testing, SS Pipe	1,526	lf	
3	Pipe Stub, 8"	1	ea	
4	MH, Standard SS (4')	5	ea	
5	MH, Shallow SS (4')	2	ea	
6	Riser Assembly 4", Vertical	6	ea	
7	Excavation	2,340	cy	
8	Fill, Flowable	32	lf	
9	Seeding	1	LS	
10	Site Clearing	1	LS	
11	Site Restoration	1	LS	
	MEASURED QUANTITY BID ITEMS (744364) - Group 2			
12	BMP, Construction Entrance	1	ea	
13	BMP, Silt Fence	1,114	lf	
14	BMP, Ditch Check	2	ea	
	Construction Subtotal			
	Design Fee			
	Engineering & Inspection			
	Administration			
	Publication			
	Contingency			
	Total Estimated Cost			$89,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

480056 (744364) 468-84923
Page _____

EXHIBIT _____

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: Petition for Improvements to Messiah Baptist Church Fourth Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition and adopt the resolution.

Background: The signature on the petition represents 100% of the improvement district. The petition is valid per Kansas Statute.

Analysis: The project will provide an eastbound left turn lane and a westbound deceleration lane for traffic on 21st Street North. The improvements are an in-fill to an existing commercial development located north of 21st Street North, east of K-96.

Financial Considerations: The petition total is $180,000 and the funding source is special assessments.

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

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

Attachments: Map, budget sheet, petition, and resolution.

132019

First Published in the Wichita Eagle on May 23, 2014

RESOLUTION NO. 14-138

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **LEFT TURN LANE ON 21ST STREET NORTH FOR EASTBOUND TRAFFIC AND A DECELERATION LANE FOR WESTBOUND TRAFFIC INTO NEWSPRING CHURCH (NORTH OF 21ST STREET NORTH, EAST OF K-96) 472-85168** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A **LEFT TURN LANE ON 21ST STREET NORTH FOR EASTBOUND TRAFFIC AND A DECELERATION LANE FOR WESTBOUND TRAFFIC INTO NEWSPRING CHURCH (NORTH OF 21ST STREET NORTH, EAST OF K-96) 472-85168** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a **left turn lane on 21st Street North for eastbound traffic and a deceleration lane for westbound traffic into NewSpring Church (north of 21st Street North, east of K-96) 472-85168.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Eighty Thousand Dollars ($180,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MESSIAH BAPTIST CHURCH 4TH ADDITION
Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq (the “Act”).

SECTION 8. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

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

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

PASSED by the governing body of the City of Wichita, Kansas this 20th day of

May, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

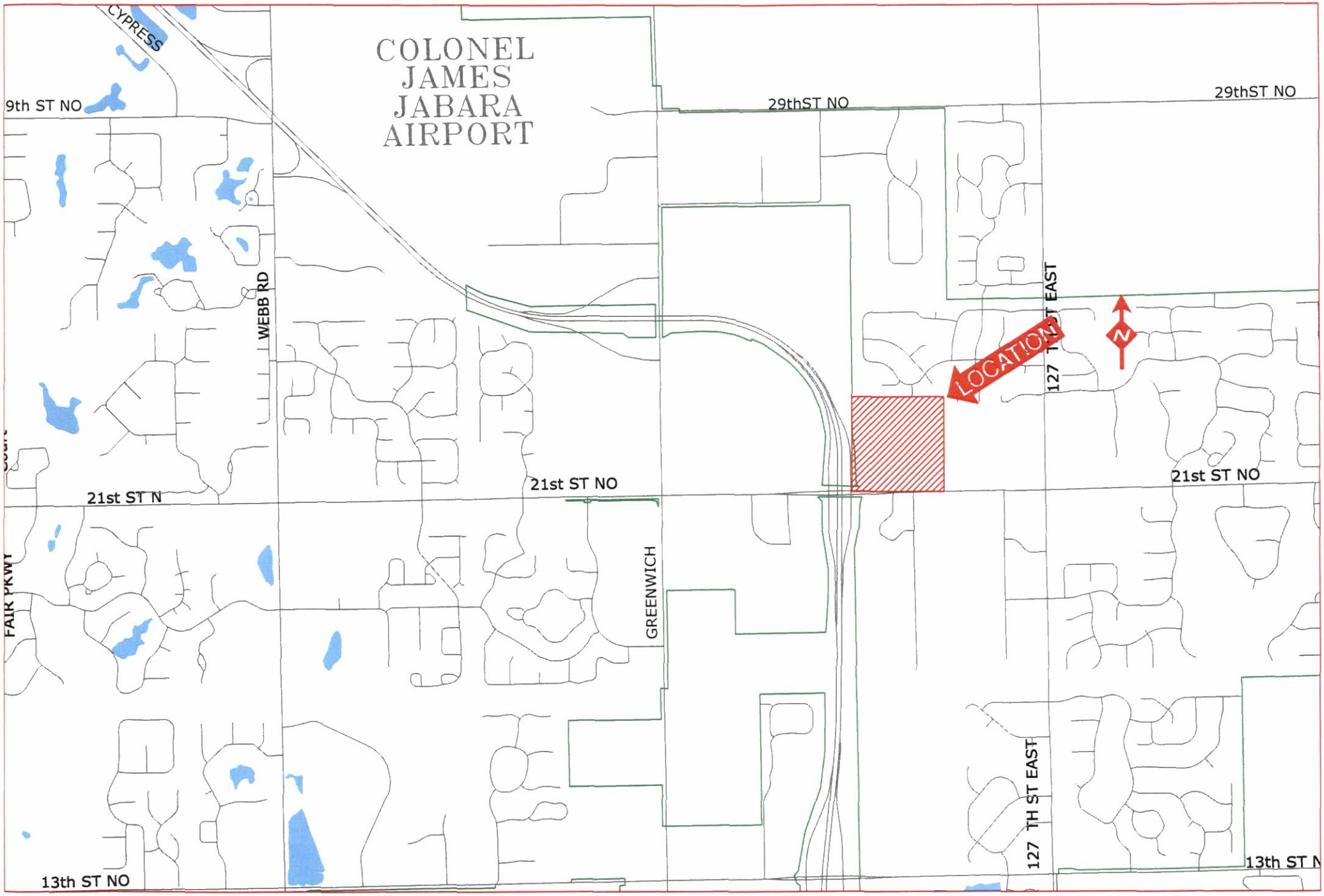
_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____

GARY E. REBENSTORF
DIRECTOR OF LAW


COLONEL
JAMES
JABARA
AIRPORT
CYPRESS
9th ST NO
29thST NO
29thST NO
WEBB RD
127 TH ST EAST
LOCATION
N
21st ST NO
21st ST N
21st ST NO
GREENWICH
FAIR PKWY
127 TH ST EAST
13th ST NO
13th ST N

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 14-

ENGINEERING REFERENCE #: 472-85168

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Jun 3, 2014 REQUEST DATE:

PROJECT # : 490325 PROJECT TITLE: 21st St N Turn Lanes for MBC 4th Addn

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: 21st St N Turn Lanes for MBC 4th Addn

OCA # : 766307 OCA TITLE: 21st St N Turn Lanes for MBC 4th Addn

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$180,000.00	2999 Contractuals	$180,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$180,000.00	**EXPENSE TOTAL:**	$180,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

OCA766307
PPN 490325

$

RECEIVED
APR 10 '14
CITY CLERK OFFICE

PAVING PETITION
TURN LANES

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

472-85168

MESSIAH BAPTIST CHURCH 4TH ADDITION
Lot 1, Block A;

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

(a) That there be constructed within the area described above, a left turn lane on 21st Street North for eastbound traffic and a deceleration lane for westbound traffic into NewSpring Church to serve the area described above. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement is One Hundred Eighty Thousand Dollars ($180,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2014.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

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

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
MESSIAH BAPTIST CHURCH 4TH ADDITION Lot 1, Block A; Messiah Baptist Church 4th Addition, an addition to Wichita, Sedgwick County, Kansas.	**NEWSPRING CHURCH INC.** By: _____	

MESSIAH BAPTIST CHURCH 4TH ADDITION
PAVING TURN LANES PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
AC Pavement Widing	730	SY	$ 65.00		$ 47,450.00
Curb and Gutter	617	LF	$ 25.00		$ 15,425.00
Base Coarse	730	SY	$ 8.00		$ 5,840.00
Sidewalk (New)	2150	SF	$ 3.50		$ 7,525.00
Sidewalk (Demo)	2150	SF	$ 2.00		$ 4,300.00
Relocate Water Box	1	LS	$ 5,000.00		$ 5,000.00
Street Markings	1	LS	$ 3,000.00		$ 3,000.00
Curb and Gutter Removal	470	LF	$ 3.00		$ 1,410.00
Excavation	200	CY	$ 15.00		$ 3,000.00
Sawcut and Mill	430	LF	$ 6.00		$ 2,580.00
Traffic Control	1	LS	$ 7,500.00		$ 7,500.00
Mobilization and Restoration	1	LS	$ 8,000.00		$ 8,000.00
				Contingencies @ 20% +/-	$ 22,206.00
				Construction Total	$ 133,236.00
				35% Engineering, Administration, Etc.	$ 46,632.60
				TOTAL	$ 179,868.60

For Petition Use $180,000.00

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 10 day of April 20 14.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deputy City Clerk

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: Revised Petitions for Improvements to Sierra Hills Second Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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

Background: On June 3, 2008, the City Council approved petitions for sanitary sewer, water distribution, and paving improvements to serve Sierra Hills Second Addition. The developer has submitted new petitions to re-phase the construction of infrastructure within the addition based on current market conditions. Each new petition reduces the improvement district served and decreases the budget. The signature on the petitions represents 100% of the improvement district and the petitions are valid per Kansas Statute.

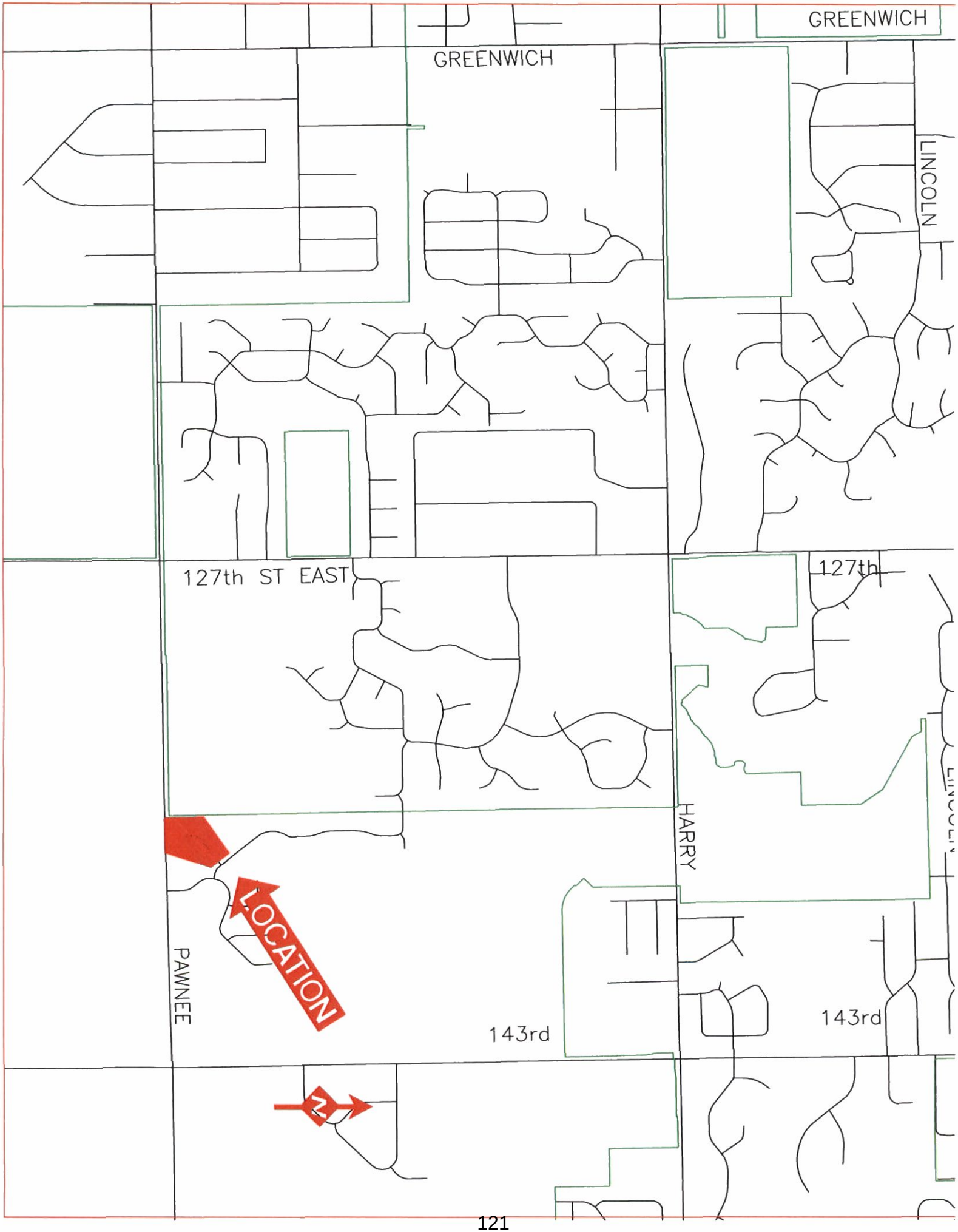
Analysis: The projects will provide sanitary sewer, water distribution, and paving improvements required for a new residential development located north of Pawnee, west of 143rd Street East.

Financial Considerations: The total of the original petitions was $700,000, with $152,000 for sanitary sewer, $97,000 for water, and $451,000 for paving. The total of the revised petitions is $163,000, with $55,000 for sanitary sewer, $18,000 for water and $90,000 for paving. The improvement district will also be assessed a water main benefit fee of $3,626. The funding source for all three projects is special assessments.

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

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

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


GREENWICH
GREENWICH
LINCOLN
127th ST EAST
127th
HARRY
LOCATION
PAWNEE
143rd
143rd
N

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 14-

ENGINEERING REFERENCE #: 468-84517

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: May 20, 2014 REQUEST DATE:

PROJECT # : PROJECT TITLE: L3, M21, FMC for Sierra Hills 2nd Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: L3, M21, FMC for Sierra Hills 2nd Addition

OCA # : OCA TITLE: L3, M21, FMC for Sierra Hills 2nd Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$55,000.00	2999 Contractuals	$55,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$55,000.00	**EXPENSE TOTAL:**	$55,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 14-

ENGINEERING REFERENCE #: 448-90390

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: May 20, 2014 REQUEST DATE:

PROJECT # : PROJECT TITLE: WDS 90390 for Sierra Hills 2nd Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: WDS 90390 for Sierra Hills 2nd Addition

OCA # : OCA TITLE: WDS 90390 for Sierra Hills 2nd Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$18,000.00	2999 Contractuals	$18,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$18,000.00	**EXPENSE TOTAL:**	$18,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 14-

ENGINEERING REFERENCE #: 472-84731

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: May 20, 2014 REQUEST DATE:

PROJECT # : PROJECT TITLE: Ironstone Ct for Sierra Hills 2nd Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Ironstone Ct for Sierra Hills 2nd Addition

OCA # : OCA TITLE: Ironstone Ct for Sierra Hills 2nd Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$90,000.00	2999 Contractuals	$90,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$90,000.00	**EXPENSE TOTAL:**	$90,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

RECEIVED
APR 9 '14
CITY CLERK OFFICE

SANITARY SEWER PETITION – PHASE 3

To the Mayor and City Council
Wichita, Kansas

468-84517
Lot 3, Main 21, FMC

Dear Council Members:

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

SIERRA HILLS 2ND ADDITION

Lots 25-31, Block 5

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

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being Fifty-Five Thousand Dollars ($55,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata rate of 1 percent per month from and after April 1, 2014.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That the following described lots and tracts situated in Sierra Hills 2nd Addition, an Addition to Wichita, Sedgwick County, Kansas shall each pay 1/7 of the total cost payable by the improvement district:

SIERRA HILLS 2ND ADDITION

Lots 25-31, Block 5

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 12-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE

SIERRA HILLS 2ND ADDITION

Lots 25-31, Block 5

4/2/2014

AFFIDAVIT

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

Eric J Glover

Eric J Glover

924 N. Main

Address

264-8008

Telephone number

Sworn to and subscribed before me this 9 day of April, 2014.

Deputy City Clerk

RECEIVED
APR 15 '14
CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION- PHASE 3

448-90390

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

SIERRA HILLS 2ND ADDITION

Lots 24-31, Block 5

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

(a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being Eighteen Thousand Dollars ($18,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata rate of 1 percent per month from and after April 1, 2014.

(c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Thirty-Six Hundred Twenty-Six Dollars ($3,626.00).

(d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That the following tracts and lots in Sierra Hills 2nd Addition, an Addition to Wichita, Sedgwick County, Kansas shall each pay 1/8 of the total cost of the improvement district:

SIERRA HILLS 2ND ADDITION

Lots 24-31, Block 5

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE

SIERRA HILLS 2ND ADDITION

Lots 24-31, Block 5

4/2/2014

AFFIDAVIT

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

Eric J Glover

Eric J Glover

924 N. Main

Address

264-8008

Telephone number

Sworn to and subscribed before me this 15 day of April, 2014.

Deputy City Clerk

4

RECEIVED
APR 9 '14
CITY CLERK OFFICE

PAVING PETITION – PHASE 3

472-84731

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

SIERRA HILLS 2ND ADDITION

Lots 24-31, Block 5

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

(a) That there be constructed pavement on **IRONSTONE COURT**, from the Northeast Lot line of Lot 24, Block 5 Sierra Hills 2nd Addition to and including cul-de-sac.

That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary, and sidewalks to be constructed on one side of all through, non cul-de-sac streets.

(b) That the estimated and probable cost of the foregoing improvement being Ninety Thousand Dollars ($90,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after April 1, 2014.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That the following lots and tracts in Sierra Hills 2nd, an Addition to Wichita, Sedgwick County, Kansas shall each pay 1/8 of the total cost of the improvement district:

SIERRA HILLS 2ND ADDITION

Lots 24-31, Block 5

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE

SIERRA HILLS 2ND ADDITION

Lots 24-31, Block 5

4/2/2014

AFFIDAVIT

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

Eric J Glover

Eric J Glover

924 N. Main

Address

264-8008

Telephone number

Sworn to and subscribed before me this 9th day of April, 2014.

Deputy City Clerk

132019

First Published in the Wichita Eagle on May 23, 2014

RESOLUTION NO. 14-139

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 3, MAIN 21, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 143RD STREET EAST) 468-84517** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 3, MAIN 21, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 143RD STREET EAST) 468-84517** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 08-279** adopted on **June 3, 2008** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 3, Main 21, Four Mile Creek Sewer (north of Pawnee, west of 143rd Street East) 468-84517.**

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Fifty-Five Thousand Dollars ($55,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2014**, exclusive of the costs of temporary financing.

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

SIERRA HILLS 2ND ADDITION
Lots 25 through 31, Block 5

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

That the following described lots and tracts situated in Sierra Hills 2nd Addition, an addition to Wichita, Sedgwick County, Kansas shall each pay 1/7 of the total cost payable by the improvement district:

SIERRA HILLS 2ND ADDITION
Lots 25 through 31, Block 5

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

SECTION 9. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

SECTION 10. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 11. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of May, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on May 23, 2014

RESOLUTION NO. 14-140

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **IRONSTONE COURT, FROM THE NORTHEAST LOT LINE OF LOT 24, BLOCK 5 SIERRA HILLS 2ND ADDITION TO AND INCLUDING CUL-DE-SAC (NORTH OF PAWNEE, WEST OF 143RD STREET EAST) 472-84731** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **IRONSTONE COURT, FROM THE NORTHEAST LOT LINE OF LOT 24, BLOCK 5 SIERRA HILLS 2ND ADDITION TO AND INCLUDING CUL-DE-SAC (NORTH OF PAWNEE, WEST OF 143RD STREET EAST) 472-84731** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 08-282** adopted on **June 3, 2008** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct pavement on Ironstone Court, from the northeast Lot line of Lot 24, Block 5 Sierra Hills 2nd Addition to and including cul-de-sac (north of Pawnee, west of 143rd Street East) 472-84731.

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Ninety Thousand Dollars ($90,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2014**, exclusive of the costs of temporary financing.

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

SIERRA HILLS 2ND ADDITION
Lots 24 through 31, Block 5

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

That the following lots and tracts in Sierra Hills 2nd Addition, an Addition to Wichita, Sedgwick County, Kansas shall each pay 1/8 of the total cost of the improvement district:

SIERRA HILLS 2ND ADDITION

Lots 24 through 31, Block 5

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

SECTION 9. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

SECTION 10. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 11. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 20th day of

May, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____

GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on May 23, 2014

RESOLUTION NO. 14-141

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90390 (NORTH OF PAWNEE, WEST OF 143RD STREET EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90390 (NORTH OF PAWNEE, WEST OF 143RD STREET EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 08-277** adopted on **June 3, 2008** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90390 (north of Pawnee, west of 143rd Street East).**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Eighteen Thousand Dollars ($18,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2014**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Three Thousand Six Hundred Twenty-Six Dollars ($3,626)

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

SIERRA HILLS 2ND ADDITION
Lots 24 through 31, Block 5

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

That the following tracts and lots in Sierra Hills 2nd Addition, an Addition to Wichita, Sedgwick County, Kansas shall each pay 1/8 of the total cost of the improvement district:

SIERRA HILLS 2ND ADDITION
Lots 24 through 31, Block 5

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

SECTION 9. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

SECTION 10. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 11. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of May, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____

GARY E. REBENSTORF,
DIRECTOR OF LAW

Agenda Item No. II-5a

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Blessed Sacrament Field Day (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Brandon Martin, Blessed Sacrament Parish is coordinating the Blessed Sacrament Field Day with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Blessed Sacrament Field Day May 21, 2014 8:00 am – 1:00 pm

- Quentin Street, Douglas Avenue to First Street

The 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 of 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 Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: Change Order No. 1 for the 2014 Contract Maintenance Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On December 10, 2013, the City Council approved the 2014 Contract Maintenance Program (CMP). The CMP provides outsourced repair and maintenance of City streets as a supplement to the work performed by City crews. As part of the overall CMP, the City Council approved a construction contract with PP&J Construction on January 28, 2014, in the amount of $246,200.

Analysis: The contract with PP&J is currently underway and includes repair and preparation of various residential streets that will receive a slurry seal application later in the year. Project quantities were estimated in fall 2013. Since that time, the streets have been further deteriorated by a number of significant snow and ice events. As a result, additional street repairs and quantity adjustments are needed to ensure successful application of the slurry seal. Change Order No. 1 has been prepared to increase the quantities. The change order quantities are estimates and will be adjusted, if needed, based on final field measurements.

Financial Considerations: The cost of the increased quantity estimates is $33,950. This change order represents 13.8% of the original contract amount, which is within the 25% of contract cost limit set by City Council policy. The total revised contract amount is $280,150. Funding is available in the existing approved budget, which is funded by a combination of General Obligation bonds and the General Fund budget for contract street maintenance.

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

Recommendations/Actions: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachment: Change Order No. 1.

PUBLIC WORKS-ENGINEERING

April 15, 2014

CHANGE ORDER

To: PP&J Construction

Project: 2014 Contract Maintenance Street Repairs, Phase 1

Change Order No.: 1
Purchase Order No.: 440108
CHARGE TO OCA No.: 132726

Project No.: 472-85142
OCA No.: 132726/636246/620570/133116
PPN: 132726/771633/661686/133116

Please perform the following extra work at a cost not to exceed $ 33,950.00
Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.

Additional Work: Additional street repairs in preparation for the slurry seal project.

Reason for Additional Work: Residential streets in various locations are currently under repair in preparation for application of slurry seal later this year. After the recent winter, streets are in worse condition than when project quantities were estimated last fall. Additional repairs are necessary for successful performance of the upcoming slurry seal project. These quantities are estimates and will be adjusted based upon final field measurements. Funds are available within the existing Contract Maintenance Program budget due to favorable bid prices received on recently bid projects.

Line #	KDOT #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
1	N.A.	Comb. Curb & Gutter	Bid	200.0 lf	$16.00	$3,200.00
3	N.A.	6" Reinf. Concr. Base Repair	Bid	200.0 sy	$45.00	$9,000.00
4	N.A.	2" Partial Depth Repair WMA (BM-2)(PG64-22)	Bid	75.0 tn	$138.00	$10,350.00
5	N.A.	Full Depth Asphalt Repair WMA (BM-2)(PG64-22)	Bid	50.0 tn	$120.00	$6,000.00
11	N.A.	Thermal Crack Repair (2.5')	Bid	600.0 lf	$9.00	$5,400.00
					TOTAL:	**$33,950.00**

CIP Budget Amount: $4,000,168.00

Consultant: Staff
Exp. & Encum. To Date: $2,424,645.62

CO Amount: $33,950.00
Unencum. Bal. After CO: $1,541,572.38

Original Contract Amt.: $246,200.00

Current CO Amt.: $33,950.00
Amt. of Previous CO's: $0.00
Total of All CO's: $33,950.00
% of Orig. Contract / 25% Max.: 13.78%
Adjusted Contract Amt.: $280,150.00

Recommended By: KK

Steve Degenhardt, P.E. Date
Construction Division Manager

Approved:

Gary Janzen, P.E. Date
City Engineer

Approved:

_____ _____
Contractor Date

Approved as to Form:

_____ _____
Gary Rebenstorf Date
Director of Law

Approved

_____ _____
Alan King Date
Director of Public Works & Utilities

By Order of the City Council:

_____ _____
Carl Brewer Date
Mayor

Attest:_____
City Clerk

CITY OF WICHITA
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 211 North 135th Street West for the Maple to Central Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On January 8, 2013, the City Council approved the design concept to improve 135th Street from Maple to Central. The project requires the partial acquisition of two properties. The tracts are in residential use. The proposed road improvement project includes widening 135th Street, improving area storm drainage, and adding sidewalks. The proposed acquisition at 211 North 135th Street West requires an 8,000 square foot easement for drainage purposes together with a 600 square foot temporary construction easement. The acquisition area does not impact the residential improvements; however, the project does impact mature landscaping, fencing, and a gated, monument entrance.

Analysis: The subject property has 1,319.55 feet of frontage along 135th Street. Within this corridor are improvements such as a six foot tall chain link fence; numerous mature trees; a brick monument, gated entrance; and a security system. The fence will be reset and trees will be eliminated to allow for a ten foot wide bike path. Due to the widening of the roadway, the monument entrance needs to be reset. An 8,000 square foot permanent drainage easement is required at the northern portion of the property together with a 600 square foot temporary construction easement. The easements are valued at $21,560 with $63,440 for cost-to-cure items based on estimates to perform the relocating of the fence, the entrance and security system. The owner has agreed to accept the $85,000 and convey the necessary easements. The owner will be responsible for providing a new fence and relocating the monument entrance.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $85,500 is requested. This includes $85,000 for the acquisition and $500 for title work and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

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

PROJECT: 135th Street: Maple to Central DATE: February 25, 2014

COUNTY: Sedgwick TRACT NO.: 01

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE PROPERTY INTERESTS BY EASEMENT

THIS AGREEMENT made and entered into this ____ day of March, 2014, by and between Stan A. Messner Revocable Trust dated September 22, 2004 (herein the "Grantor"), and the City of Wichita, Kansas, a municipal corporation (herein the "Grantee"),

WITNESSETH, For consideration as hereinafter set forth, Grantor hereby agrees to convey a Permanent Drainage Easement to the Grantee covering the following described real property in Sedgwick County to wit:

> The East 20.00 feet of the North 400.00 of Lot 1, Messner Estate, Wichita, Sedgwick County, Kansas. (herein the "Drainage Easement Area").

Attached hereto is Exhibit A for reference purposes is a Tract Map drawing for the subject Permanent Drainage Easement.

Additionally, the Grantor shall grant to the Grantee a Temporary Construction Easement covering the following described real property in Sedgwick County to wit:

> Commencing 469.72 feet North of the Southeast Corner of Lot 1, Messner Estate, Wichita, Sedgwick County, Kansas for a Point of Beginning; thence North 60.00 feet; thence West 25.00 feet; thence South 60.00 feet; thence East 25.00 feet to the point of beginning. (herein the "Temporary Easement Area").

Attached hereto as Exhibit B for reference purposes is a Tract Map drawing for the Temporary Construction Easement.

The term of the Temporary Construction Easement shall be 24 months after execution of the Temporary Construction Easement or 60 days after completion of construction on the Project described above, whichever is sooner.

In addition to the above stated Temporary Construction Easement and for the consideration as stated, in the event the Grantor performs additional work at the gated entrance of Grantor beyond the defined Temporary Easement Area reflected in Exhibit B, Grantee and assigns are hereby granted a reasonable right of access to the Grantor's property, as the Grantee deems reasonably necessary to meet the required construction standards caused by the additional work performed by the Grantor during the period of the Temporary Construction Easement.

The Grantee is hereby granted the right to enter upon the Drainage Easement Area at any time when necessary for the purpose of performing drainage work and associated site work, including but not limited to, the removal of dirt, trees or other items that impede or obstruct the drainage of the Drainage Easement Area.

In no event shall the Grantor be required to perform any services to clear the right-of-way, until such time as the Grantee becomes legally entitled to access and come upon the Drainage Easement Area and Temporary Easement Area through the granting of the subject easements by Grantor.

The Grantee agrees to acquire the above described Permanent Drainage Easement and Temporary Construction Easement from Grantor, and to pay therefore, below described amount on or before March __, 2014. As part of the consideration for Grantor to enter into this contract with Grantee, it is specifically agreed upon by the parties that they shall coordinate with each other during the construction phase of the Project to minimize, to the extent reasonably practicable, the security and safety concerns of Grantor and the disruption of and interference with, Grantor's use and occupancy of his property described to-wit:

Lot 1, Messner Estate, Wichita, Sedgwick County, Kansas.

All closing fees and costs if any are incurred, are to be paid entirely by the City.

Real Property Interests to be Acquired by Grantee:

Approximately 8,000 Sq. Ft. for the Permanent Drainage Easement together with cost –to-cure ingress/egress entrance and damages including but not limited to weir, fencing, and trees: $21,560

Approximately 600 Sq. Ft. for the Temporary Construction Easement together with cost –to-cure ingress/egress entrance and damages including but not limited to fencing, gated entrance, electrical system, lighting, and trees: $63,440

TOTAL $85,000

Grantee is to remove at its sole cost and expense, the existing 6' chain link fence which runs in a north/south direction near the eastern boundary of the existing right-of-way of Grantee and to trim the trees along side said chain link fence as is reasonably necessary.

It is understood and agreed that payment of the above stated consideration for said easements is in full payment of said property interests by easements and any and all compensation and/or damages arising from the transfer of said property and its use for the purposes above set out including but not limited to claims that Sellers may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. seq., same and except for any claims for damages which may be asserted as described in the Permanent Drainage Easement and the Temporary Construction Easement, copies of which are attached hereto respectively as Exhibits C and D.

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

Stan A. Messner Revocable Trust dated September 22, 2004:

_____ _____

Stan A. Messner, Trustee

BUYER:
City of Wichita, Kansas, a municipal corporation

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf, Director of Law

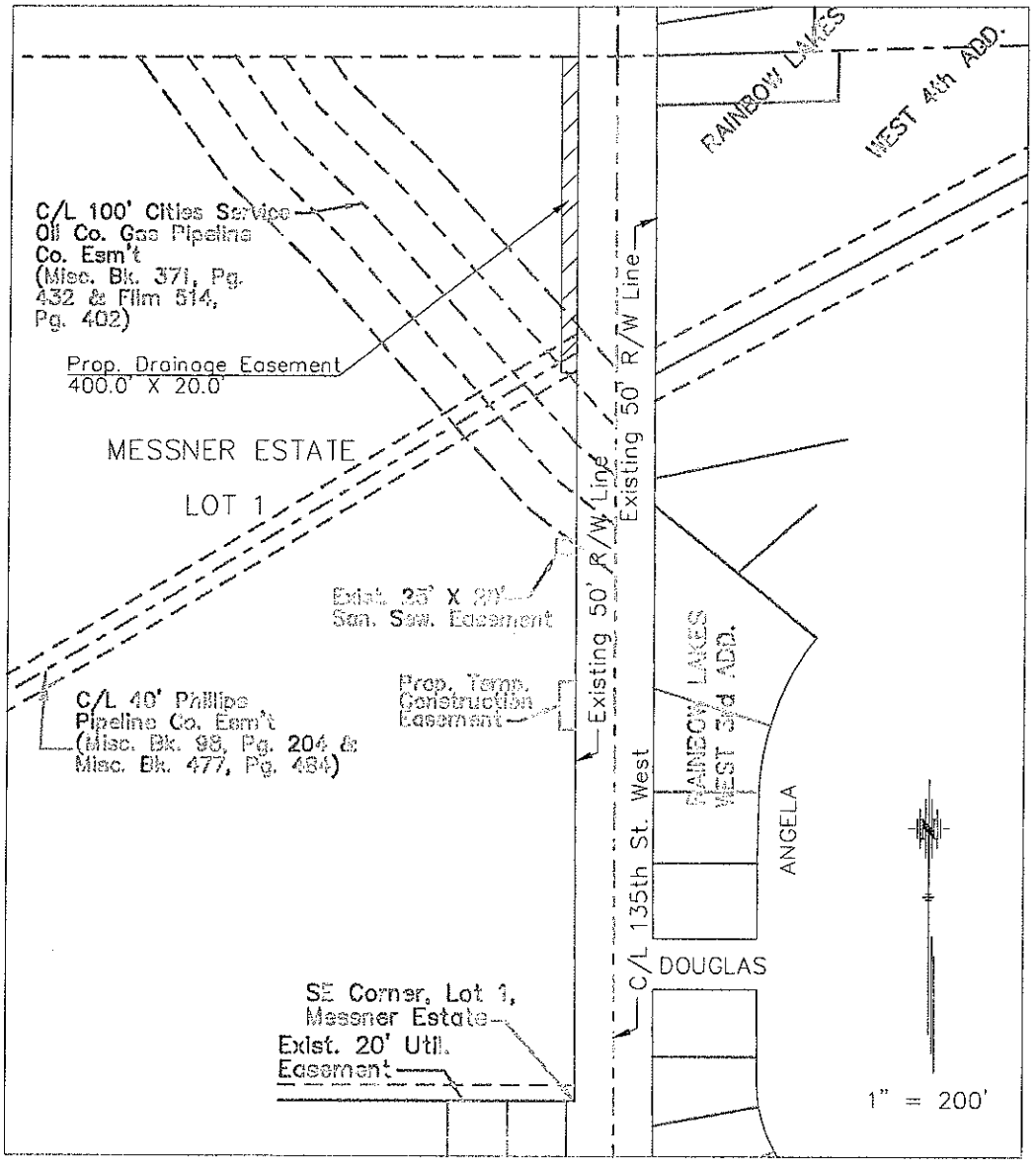
DRAINAGE EASEMENT EXHIBIT

TRACT NO.1

Messner, Stan D. Rev. Trust
211 N. 135th St. W.
Wichita, KS 67235

Drainage Easement Area: 8,000.0 sq. ft.
(0.18 acres)

Prop. Drainage Easement



Legal Description

The East 20.00 feet of the North 400.00 of Lot 1, Messner Estate, Sedgwick County, Wichita, Kansas.

TRACT MAP

Schwab Eaton

$FILE$

DATE :	Rev :
01/23/13	1
02/08/13	2
02/15/13	3
04/01/13	4
04/10/13	

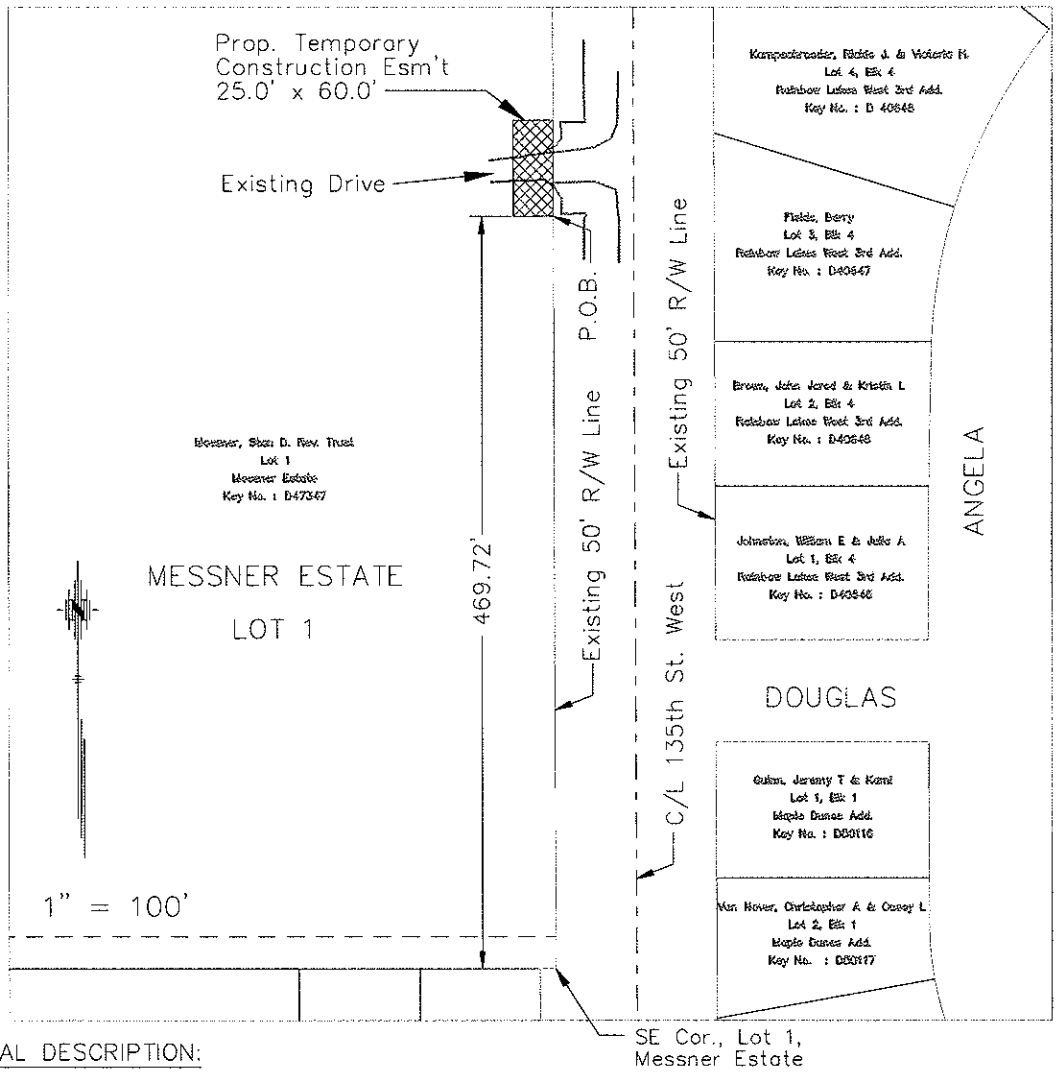
TEMP. CONSTRUCTION EASEMENT EXHIBIT

TRACT NO. 2

Messner, Stan D. Rev. Trust
211 N. 135th St. N.
Wichita, KS 67235-9503

Proposed Temporary Construction Easement

Easement Area : 600.0± sq. ft.
(0.01± acres)



LEGAL DESCRIPTION:

Commencing 469.72 feet North of the Southeast Corner of Lot 1 Messner Estate, Wichita, Sedgwick County, Kansas for a Point of Beginning; thence North 60.00 feet; thence West 25.00 feet; thence South 60.00 feet; thence East 25.00 feet to the point of beginning.

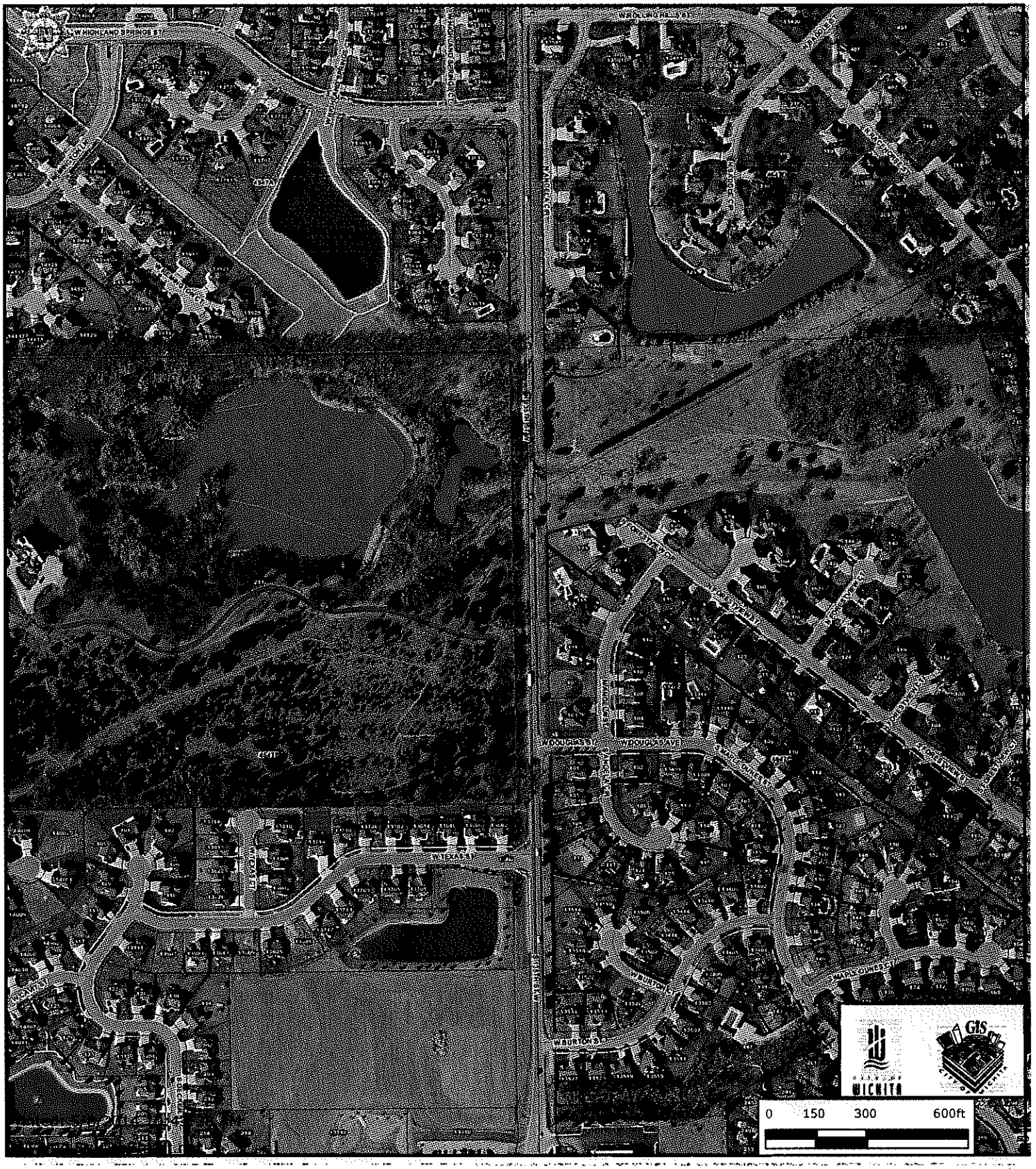
Schwab Eaton

TRACT MAP

$FILE$

DATE :	REV :
01/23/13	
02/08/13	1
02/15/13	2
04/01/13	3
08/07/13	4

211 North 135th Street West



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

Agenda Item No. II-9

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council Members

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

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On May 5, 2014, the Board of Building Code Standards and Appeals conducted a hearing on the property listed below. The buildings on this property are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Building Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on this property.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

Property Address	Council District
a. 1731 N Volutsia	I

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

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

Recommendations/Actions: It is recommended that the City Council adopt the attached resolutions to schedule a public hearing before the City Council on July 1, 2014 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letter to Council, summary, and resolution.

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MAY 23, AND MAY 30, 2014
RESOLUTION NO. 14-142

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE SOUTH 52 FEET OF THE NORTH 66 FEET OF LOT 43, ACADEMY, NOW VOLUTSIA AVE, GETTO'S 3RD ADDITION** KNOWN AS **1731 N VOLUTSIA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **20th day of May, 2014**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **1st day of July 2014**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE SOUTH 52 FEET OF THE NORTH 66 FEET OF LOT 43, ACADEMY, NOW VOLUTSIA AVE, GETTO'S 3RD ADDITION, known as: 1731 N VOLUTSIA, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story, frame dwelling about 38 x 23 feet in size. Vacant and open, this structure has missing rear basement wall; improperly constructed front basement wall; missing wood lap siding; exposed framing members; and missing porches and steps.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **20th day of May 2014.**

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one-story, frame dwelling about 38 x 23 feet in size. Vacant and open, this structure has missing rear basement wall; improperly constructed front basement wall; missing wood lap siding; exposed framing members; and missing porches and steps.

(b) Street Address: 1731 N VOLUTSIA

(c) Owners:
Adriana Arreola and Oracio Batres
3814 E Cessna Dr.
Wichita, KS 67210

Chris Ropar
14339 E Laguna St.
Wichita, KS 67230

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record: None

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: May 20, 2014

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1731 N VOLUTSIA

LEGAL DESCRIPTION: THE SOUTH 52 FEET OF THE NORTH 66 FEET OF LOT 43, ACADEMY, NOW VOLUTSIA AVE, GETTO'S 3RD ADDITION

DESCRIPTION OF STRUCTURE: A one-story, frame dwelling about 38 x 23 feet in size. Vacant and open, this structure has missing rear basement wall; improperly constructed front basement wall; missing wood lap siding; exposed framing members; and missing porches and steps.

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

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

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

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

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

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

_____ _____

Director of Metropolitan Area Building and Construction Department Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE SOUTH 52 FEET OF THE NORTH 66 FEET OF LOT 43, ACADEMY, NOW VOLUTSIA AVE, GETTO'S 3RD ADDITION** KNOWN AS **1731 N VOLUTSIA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **20th day of May, 2014**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **1st day of July 2014**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE SOUTH 52 FEET OF THE NORTH 66 FEET OF LOT 43, ACADEMY, NOW VOLUTSIA AVE, GETTO'S 3RD ADDITION, known as: 1731 N VOLUTSIA, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story, frame dwelling about 38 x 23 feet in size. Vacant and open, this structure has missing rear basement wall; improperly constructed front basement wall; missing wood lap siding; exposed framing members; and missing porches and steps.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **20th day of May 2014.**

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Grievance

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of $27,952.00 as a full settlement for all grievance claims filed by the Fraternal Order of Police Lodge No. 5 arising out of the Wichita Police Department implementation of Policy 905.

Background: This claim arises out the implementation of Policy 905 by the Wichita Police Department. The FOP filed both a grievance and a matter before the Public Employee Relations Board (PERB) alleging violations of the Collective Bargaining Agreement.

Analysis: The FOP has agreed to accept a lump sum payment of $27,952.00 as settlement of Policy 905 grievance claims against the City of Wichita. Due to the uncertainty and risk of an adverse judgment at a hearing of this matter, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is to be obtained from the Police budget. Finance is authorized to make any budget adjustments necessary for payment of the settlement. Recipients of these funds will be taxed in accordance with wage and hour laws.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of $27,952.00.

Recommendations/Actions: It is recommended that the City Council authorize payment of $27,952.00 as full monetary settlement of all claims.

Agenda Item No. II-11

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: Approval of Sublease (Shannon No. 2, LLC) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the sublease.

Background: On July 16, 2013, the Wichita City Council approved the issuance of Industrial Revenue Bonds (IRBs) for Shannon No. 2, LLC (Shannon) in an amount not-to-exceed $3,500,000. The bonds were used to finance the construction of a 90,000 square foot speculative manufacturing and warehouse/distribution facility near Pawnee and West Street in Southwest Wichita. While bonds are outstanding, the City holds title to the property and leases it to the developer. As a condition of the Lease Agreement, the City Council is required to approve all subleases. Shannon is requesting approval of a sublease with Crown Equipment Corporation, an Ohio corporation.

Analysis: The current City-County Economic Development Incentive Policy, adopted August 14, 2012, allows for IRBs with a property tax exemption to be issued for speculative industrial buildings that are 50,000 square feet or larger. The tax exemption for the first five years is 100%. A compliance review will be conducted at the five year mark (2018) to determine the project's eligibility for the second five years of tax abatement. The total capital investment, actual net new job creation by the companies occupying the building at that time and the average annual salaries of all jobs located in the building compared to the North American Industrial Classification System (NAICS) average in the Wichita Metropolitan Statistical Area (MSA) will be measured to determine the percentage of abatement for the second five years. Additionally, at least 51% of the product stored in the project must be exported to end-users outside the Wichita MSA as required by the current incentive policy.

Shannon has already leased 27,000 square feet to Norandex, and plans to lease 22,500 square feet to Crown leaving approving 40,500 square feet of the facility to lease to one or more additional users, depending on space requirements of potential tenants. Crown designs, manufactures, distributes, and services a full line of material handling equipment such as lift trucks, pallet jacks and hand trucks. Its primary lease term is 10 years with two-five year options. It projects that it will add 19 new jobs in the next five years.

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

Legal Considerations: Under the terms of the IRB Lease Agreement, the Crown sublease is subject to City Council approval. The Crown sublease has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the sublease between Shannon No. 2, LLC and Crown Equipment Corporation and authorize the necessary signatures.

Attachments: Sublease

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), dated as of the 25th day of April, 2014 (the "date of this Lease"), is made by and between **SHANNON NO. 2, L.L.C.**, a Kansas limited liability company having an office at 1223 North Rock Road, Suite I-200, Wichita, Kansas 67206 (the "Landlord"), and **CROWN EQUIPMENT CORPORATION**, an Ohio corporation having an office at 44 South Washington Street, New Bremen, Ohio, 45869 (the "Tenant").

In consideration of good and valuable consideration, the receipt and sufficiency is hereby acknowledge by the parties, and for the mutual covenants contained herein, the foregoing recitals, and the parties intend to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

1. Demised Premises.

1.1 Recitals. The recitals set forth in this Lease above, are hereby incorporated and made a part of the terms and conditions of this Lease for all purposes by this reference.

1.2 Demised Premises. The "Demised Premises" is a part of Landlord's multi-tenant commercial industrial warehouse and distribution facility commonly known as 2113 South West Street, Wichita, Kansas 67213, depicted and described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"). The Property includes the "Land" more particularly described on Exhibit "A" page 2, the "Building" (defined hereafter) and all other improvements and common areas located upon the Land. For the purpose of this Lease, the term "Building" shall mean the commercial industrial warehouse and distribution building located upon the Land and consisting of approximately 90,000 total square feet of space (the "Building"). An overhead elevation of the Building is shown on Exhibit "A" attached hereto. The term "Demised Premises" shall mean the approximately 22,500 square feet of space located on the East side of the Building and certain of the common areas and improvements that are a part of the Property and available for use by the Tenant as more specifically provided herein. The Demised Premises will have a common address of 2113 South West Street, Suite 300, Wichita, Kansas 67213. The approximate location of the Demised Premises is depicted and labeled as the "Demised Premises" on Exhibit "A" attached hereto.

Landlord hereby leases and lets the Demised Premises to Tenant, and Tenant hereby takes, leases and hires the Demised Premises from Landlord, upon and subject to the terms, conditions, covenants and provisions of this Lease.

1.3 Bond Transaction. Landlord hereby discloses to Tenant that the construction of the Building and other related improvements installed and constructed by Landlord on the Land has been financed with Industrial Revenue Bonds issued by the City of Wichita, Kansas (the "Bond Transaction"). The parties acknowledge that as a result of the Bond Transaction, the City of Wichita, Kansas (the "City") is the fee owner of the Property and that the City leases the Property to the Landlord pursuant to a lease by and between the City, as landlord, and the Landlord, as lessee (the "Bond Lease"). Subject to certain conditions set forth in the Bond Lease and the other agreements entered into by and between the City and Landlord in connection with the Bond Transaction, the Building is eligible for an exemption from ad valorem taxes (the "Exemption") for a period of up to ten (10) years beginning with the year 2014 (the "Exemption Period"), provided, however, Landlord hereby discloses that there is no guaranty that the Building will receive the Exemption for the entire Exemption Period. Furthermore, Landlord does not represent or warrant to Tenant that the Building will receive the Exemption for the entire Exemption Period; provided, however, that Landlord does hereby represent and warrant to Tenant that the Building shall receive the Exemption until December 31, 2018 so long as Tenant and the other tenants of the

Building cooperate with Landlord in making the annual filings required to maintain the Exemption and do not otherwise take any action that may result in termination of the Exemption or omit to take any action required to maintain the Exemption. Landlord shall reasonably endeavor, in good faith, to maintain the Exemption for the Exemption Period and shall not voluntarily take any action that would result in the termination or nonrenewal of the Exemption prior to the expiration of the Exemption Period.

Tenant covenants and agrees that it will cooperate with Landlord in connection with the Bond Transaction, provided that Tenant is not thereby required to incur any cost or expense, or assume any liability or obligation, not otherwise contemplated by this Lease. Tenant does not hereby assume any obligation of Landlord under the Bond Lease or any other document with respect to the Bond Transaction. Tenant and Landlord hereby agree that simultaneously with the execution and delivery of this Lease, the parties shall enter into the Addendum to Lease Agreement attached hereto as Annex "A" and made a part hereof for all purposes (the "Addendum"). The parties acknowledge and agree that this Lease, the Addendum hereto and the rights of Landlord and Tenant hereunder and thereunder are subject to and conditioned upon the review and approval of the City. Landlord shall use its best efforts to obtain such approval. If such approval is not obtained by July 1, 2014, either Landlord or Tenant may terminate this Lease by sending written notice to the other no later than July 15, 2014.

In the event that the Bond Transaction should expire or terminate during the "Term" (defined hereafter), Landlord shall give written notice to Tenant of such expiration or termination, and the provisions of this Lease referring and/or pertaining to the Bond Transaction and/or the Bond Lease shall be void and of no effect, provided however, that all other provisions of this Lease and the agreements and obligations of the parties set forth therein shall continue to be of full force and effect and legally binding upon Landlord and Tenant.

2. Term.

2.1 Commencement Date. The term of this Lease (the "Initial Term") shall commence on the earlier of the following dates: (i) the date that is thirty (30) days following the date the Demised Premises is delivered to Tenant by Landlord pursuant to the terms of Section 35.1 below and in the condition required thereby or (ii) the date Tenant commences its business operations in the Demised Premises (the "Commencement Date"), it being understood and agreed that any entry by Tenant solely for the purpose of preparing the Demised Premises for Tenant's use and occupancy (such as by installing trade fixtures, inventory or other personal property) shall not constitute the commencement of business operations by Tenant. If the Commencement Date occurs on other than the first day of the month, Tenant shall pay rent for such partial month on a prorata basis. Promptly after the Commencement Date, Landlord and Tenant shall confirm in writing the exact Commencement Date and the exact expiration date of the Initial Term.

2.2 Initial Term. The initial term of this Lease shall expire on the last day of the one hundred twentieth (120th) full calendar month after the Commencement Date (the "Initial Term"), unless sooner terminated or extended as herein provided.

2.3 Option Periods. Provided Tenant is not in default under this Lease on the applicable Notice Date (as hereinafter defined) after any required notice and beyond any applicable grace or cure period, Tenant shall have the option and right to extend the term of this Lease for two (2) additional five (5) year periods (each an "Extended Term" and, collectively, the "Extended Terms") upon all of the terms and conditions herein set forth, and at the Base Rent to be determined pursuant to Section 3.1(b) below. Tenant shall exercise each such option and right, if at all, upon written notice to Landlord at least one hundred twenty (120) days prior to the expiration of the Initial Term or the first Extended Term, as the case may be (the "Notice Date"). As used in this Lease, the word "Term" shall refer to the Initial Term

and the Extended Terms, if exercised and in effect. The exercise of such right and option with respect to the First Extended Term (the "First Extension Option") shall not imply the exercise of such right and option with respect to the second Extended Term (the "Second Extension Option"). If Tenant does not exercise the First Extension Option or the Second Extension Option pursuant to this Section 2.3, as the case may be, including not exercising such Extension Option within time frame permitted by this Section 2.3, then, at Landlord's option, Tenant's right to extend this Lease shall terminate, and Landlord shall have the right during the remainder of the Term to advertise the availability, as detailed herein, of the Demised Premises for reletting and to erect upon the Premises signs appropriate for the purpose of indicating such availability. Should Tenant's right to extend this Lease terminate, then Landlord shall additionally have the right, upon at least forty eight (48) hours' notice to Tenant and at a mutually agreeable time, to enter upon the Demised Premises to show the same to prospective tenants; provided, Landlord shall not interfere with Tenant's business operations at the Demised Premises.

3. Rent.

3.1 Base Rent.

(a) Tenant covenants and agrees to pay Landlord promptly when due and without notice or demand, and without deduction or set-off of any amount for any reason whatsoever, for the Demised Premises, base rent (the "Base Rent") (a) during the Initial Term, at the annual rate of One Hundred Twelve Thousand Five Hundred Dollars ($112,500.00), payable in monthly installments of Nine Thousand Three Hundred Seventy-five Dollars ($9,375.00) for lease months one to sixty (1-60); and at the annual rate of One Hundred Twenty Three Thousand Seven Hundred Fifty Dollars ($123,750), payable in monthly installments of Ten Thousand Three Hundred Twelve and 50/100 Dollars ($10,312.50) for lease months sixty-one to one hundred twenty (61 to 120) and (b) during the Extended Terms, if any, the amounts determined pursuant to Section 3.1(b) below. All Base Rent shall be payable by Tenant on the first (1st) day of each and every calendar month during the Term, and shall be payable at the office of the Landlord set forth in Section 26 hereof or at such other place of which Landlord shall have given Tenant written notice at least thirty (30) days in advance.

(b) During each Extended Term, Tenant shall pay Landlord as Base Rent for the Demised Premises the "Fair Rental Value" (as defined below) of the Demised Premises determined at the commencement of the applicable Extended Term; however, in no event shall the Base Rent during any Extended Term be less than Base Rent during the Initial Term (in the case of the First Extended Term) or the First Extended Term (in the case of the Second Extended Term).

The term "Fair Rental Value," with respect to the Demised Premises, shall mean the highest annual rental, expressed in terms of cash, which a five (5)-year lease of the Demised Premises, on the terms and conditions contained in this Lease, would bring if exposed upon the open market for a reasonable length of time, excluding any improvement allowance, free rent or other tenant inducements, the tenant being willing but under no compulsion to rent and the landlord being willing but under no compulsion to rent.

The Fair Rental Value shall be determined (i) by agreement of the parties by negotiating in good faith during the ninety (90) day period after Tenant gives Landlord notice of exercise of the applicable Extension Option the "Negotiation Period") or (ii) in accordance with the appraisal provisions of this Section 3.1 (b) if the parties fail to reach agreement through negotiation during the Negotiation Period.

If the parties are unable to reach agreement upon the Fair Rental Value of the Demised Premises during the Negotiation Period, the Fair Rental Value shall be determined by a board of appraisers in accordance with the following provisions:

Within ten (10) days after the expiration of the Negotiation Period, each party shall designate a professional real estate appraiser who is engaged in the business of appraising commercial real estate in the Wichita, Kansas market area and shall notify the other party of the appraiser so selected. Within thirty (30) days after their appointment, the two appraisers so selected shall determine the Fair Rental Value. If the two appraisers cannot agree on the determination by that date, then they shall select a third appraiser who is similarly qualified within fifteen (15) days after that date. The parties shall use reasonable efforts to cause the board of appraisers to render a prompt written decision as to the Fair Rental Value by not later than thirty (30) days after selection of the third appraiser. Each party shall bear the cost of the appraiser appointed by it. The cost of the third appraiser shall be shared equally by Landlord and Tenant.

The Fair Rental Value shall be that determined by the majority by the board of appraisers, or if a majority cannot agree, than that determined by the third appraiser. The board of appraisers shall notify each party of its determination in writing. Both Landlord and Tenant shall be bound by the determination by the board of appraisers and the determination shall be enforceable against each party.

If the Fair Rental Value for an Extended Term has not been determined in accordance with this Section 3.1 (b) at the commencement of an Extended Term, this Lease shall remain in full force and effect on the same terms and conditions except that the Base Rent payable shall be that amount payable immediately prior to the commencement of that Extended Term. If the Base Rent payable during the Extended Term as determined by the board of appraisers exceeds the amount paid as Base Rent during the immediately preceding term, Tenant shall pay Landlord the difference within thirty (30) days after the new Base Rent is determined, and shall thereafter pay Base Rent in accordance with all other provisions of this Section 3.1.

(c) In addition to the Base Rent, Tenant covenants and agrees to pay to Landlord, as additional rent, the Excess Cost as defined by Section 35.2 below as and when required by that Section. Upon final completion of Landlord's Work (including, without limitation, all Punch List Items), as such terms are defined by Section 35 below, the parties shall execute an amendment to this Lease prepared by Landlord documenting the exact amount amortized and the corresponding additional monthly rental owed by Tenant and setting forth a full amortization schedule showing the principal amount remaining at the end of each month during the Initial Term. Notwithstanding any statement set forth in this Lease to the contrary, the parties agree that that the Excess Cost to be funded by Landlord and amortized over the Initial Term as provided in such Section 35.2 shall not exceed the Excess Cost Cap (as defined by such Section). Any Excess Cost in excess of the Excess Cost Cap shall be paid for by Tenant in accordance with such Section

3.2 Rent. As herein used the term "Rent" shall be deemed to include the Base Rent and all additional rent, if any, payable by Tenant to Landlord hereunder.

3.3 Size of Demised Premises. The parties acknowledge that any statement of square footage of the Demised Premises set forth in this Lease is merely an approximation. If it is ultimately determined that the actual square footage of any building or the entire Demised Premises is more or less than stated in

this Lease, such discrepancy shall not result in any modification of the Lease, including modification in the Base Rent amounts to be paid under this Lease.

3.4 Triple Net Lease. Except as otherwise expressly provided by this Lease, it is intended that the Rent and all amounts due hereunder shall be an absolute net return to Landlord throughout the Term, free of any expense, charge, or other deduction whatsoever with respect to the Demised Premises or Landlord's interest therein, or the ownership, leasing, operation, management, maintenance, repair, use or occupation thereof. Except as otherwise expressly provided by this Lease, this Lease is a "triple net lease" and Tenant's obligations arising or accruing during the Term to pay all Rent and other payments hereunder required to be made by Tenant shall be absolute and unconditional and except as otherwise expressly provided by this Lease, Tenant shall pay all such amounts without notice, demand, counterclaim, set off, deduction or defense and without abatement, suspension, deferment, diminution or reduction, free from any charges, assessments, impositions, expenses or deductions of any and every kind or nature whatsoever.

3.5 Late Charge. Tenant's failure to pay Rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges that may be imposed on Landlord by any ground lease, mortgage or trust deed encumbering the Property. Therefore, if Landlord does not receive any Rent payment within ten (10) days after it becomes due, Tenant shall pay Landlord a late charge equal to five percent (5%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

3.6 Interest on Past Due Obligations. Any sums due to Landlord in connection with a monetary "Event of Default" (hereafter defined) under Section 22.1 of this Lease shall bear interest at the rate of twelve percent (12%) per annum from the due date of such amount. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

3.7 Common Areas.

3.7.1. As used in this Lease, "Common Areas" shall mean all areas within the Property which are designated from time to time by Landlord for the common use or convenience of tenants of the Property and which are not leased or held for the exclusive use of Tenant or other tenants, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, trash areas, landscaping and planted areas, utility installations and appurtenant equipment serving the Property, and other similar common areas and facilities at the Property. Landlord reserves the right from time to time: to install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Building above the ceiling surfaces, below the floor surfaces, within the walls and any central core areas, and to relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Property which are located in the Demised Premises or located elsewhere outside the Demised Premises; to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas and walkways, and increase or decrease Common Area land and/or facilities; to temporarily close or designate for other uses any of the Common Areas for purposes of improvement, maintenance or repair, to add additional improvements to the Common Areas or

the Property; to use the Common Areas while engaged in making improvements, repairs or alterations to the Property, or any portion thereof; or to do and perform such other acts and make such other changes in, to or with respect to the Property as Landlord may, in the exercise of sound business judgment, deem to be appropriate; provided, however, that (a) reasonable access to the Premises shall be maintained at all times, (b) a reasonable number of parking spaces shall be available at all times for non-exclusive use by Tenant and (c) there is not unreasonable interference with Tenant's use of, or conduct of its operations in, the Demised Premises. The foregoing clauses (a), (b) and (c) are hereinafter referred to collectively as the "Tenant Conditions." Tenant acknowledges that such activities may result in inconvenience to Tenant, and no such activities shall entitle Tenant to any abatement of Rent or other claim against Landlord, provided that the change does not violate any or all of the Tenant Conditions.

3.7.2 Use of Common Areas. Tenant shall have the nonexclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time. Landlord shall give Tenant written notice of such rules and regulations at least thirty (30) days in advance of the date on which Tenant shall be required to comply therewith. Tenant shall abide by such rules and regulations and shall use reasonable efforts to cause others who use the Common Areas with Tenant's express or implied permission to abide by Landlord's rules and regulations. In the event of any conflict between such rules and regulations and this Lease, this Lease shall control. At any time, Landlord may close any Common Areas to perform any acts in the Common Areas as, in Landlord's sole discretion, are desirable, provided such closure does not violate any or all of the Tenant Conditions. Tenant shall not materially interfere with the rights of Landlord, other tenants or any other person entitled to use the Common Areas.

3.7.3 Vehicle Parking. Except as otherwise provided in this Section, Tenant's parking shall not be reserved and, except as otherwise noted herein, shall be limited to vehicles no larger than standard size automobiles, pickup utility vehicles and sport utility vehicles. Tenant shall park in the Property's designated parking areas located on the north and east sides of the Property. Large trucks or other large vehicles shall be parked in the designated overnight parking areas located south of Tenant's three (3) loading docks on the south side of the Property. The parking of large vehicles on the Property shall be subject to the rules and regulations established by Landlord pursuant to Section 3.7.2, which rules and regulations may be amended from time to time in accordance with Section 3.7.2, or by Landlord granting a variance from one or more rules and regulations to one or more tenants in the Property. Notwithstanding this Section 3.7.3 or any other contrary provision of this Lease or any rule or regulation established by Landlord, Tenant shall have the right to have trucks enter and exit the Property in connection with the conduct to Tenant's business operations without unreasonable interference by Landlord or any of its agents, employees, contractors or invitees.

3.7.4 Maintenance of Common Areas. Landlord shall maintain the Common Areas in good condition and repair and shall otherwise operate the Property in Landlord's sole discretion. Tenant shall pay "Tenant's Share" (as determined below) of all costs incurred by Landlord in connection with the ownership, operation and maintenance of the Property and Common Areas. Such costs (sometimes referred to in this Lease as "Common Area Costs") include, but are not limited to, costs and expenses for the following: gardening and landscaping, snow removal, utilities, water and sewage charges; maintenance of signs (other than Tenant's signs); premiums for liability, casualty property damage, fire and other types of insurance on the Property that are not billed directly to Tenant as provided in Section 15.2; all property taxes and special

assessments levied on or attributable to the Property that are not billed directly to Tenant as provided in Section 5.1; the cost of the annual HVAC service and maintenance agreements; the annual fees and expenses of the City and Bond Trustee in connection with the Bond Transaction (Tenant's share not to exceed $2,000 per year); all personal property taxes levied on or attributable to personal property used in connection with the Common Areas; straight-line depreciation on personal property owned by Landlord which is consumed in the operation or maintenance of the Common Areas; rental or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Common Areas; fees for required licenses and permits; repairing, resurfacing, repaving, maintaining, painting, lighting, cleaning, refuse removal, security and similar items; reserves for roof replacement and exterior painting and other appropriate reserves; and, a payment to Landlord for Landlord's management of the Property of four percent (4%) of the gross receipts of the Property for the calendar year. Landlord may cause any or all of such services to be provided by third parties and the cost of such services shall be included in Common Area costs. The following will be excluded from Common Area Costs: brokerage commissions, costs of casualty restoration to the extent reimbursed to Landlord by insurance proceeds, rent, fees and other all other amounts payable under, or with respect to, the debt costs of Landlord, costs of tenant improvements or renovations and costs of capital improvements or capital replacements. Notwithstanding any contrary provision of this Lease, Tenant's share of Controllable Common Area Costs (as hereinafter defined) shall not increase by more than five percent (5%) per year during the Term. As used herein, the term "Controllable Common Area Costs" shall refer to all Common Area costs except costs of snow removal, property taxes and assessments and insurance premiums.

3.7.5 Tenant's Share. During the month of January each year, Landlord will estimate in advance the Common Area costs, real property taxes for which Tenant is liable under Section 5.1 of this Lease, insurance premiums for which Tenant is liable under Section 15.2 of this Lease, maintenance and repair costs for which Tenant is liable under Section 8.2 of this Lease, and/or all other Common Area costs payable by Tenant to be paid by Tenant in the same year. Landlord will endeavor to deliver the statement of estimated costs to Tenant by the end of January of each year during the Term. Following Tenant's receipt of the estimated costs from Landlord, Tenant will begin paying 1/12th of "Tenant's Share" (defined hereafter) of such estimated amounts each month as additional rent at the same time it makes its Rent payment. Tenant agrees to pay its share of the estimated costs for the month of January (and February if applicable) to Landlord with its first payment of the estimated cost. The statement of estimated costs provided by Landlord shall be accompanied or supplemented by reasonable supporting documentation.

As used in this Lease, the term "Tenant's Share" means that portion of any Common Area Costs (or other costs to which Tenant's Share is applicable) determined by multiplying the cost of such item by twenty-five percent (25%). The twenty-five percent (25%) factor was derived from a fraction, the numerator of which is the 22,500 square footage of the Demised Premises and the denominator of which is the 90,000 total rentable square footage of the Building. In the event that Landlord reasonably determines in its sole but reasonable, good faith discretion that any premises (including the Demised Premises) within the Building incurs a non-proportional benefit from any expense, or is the non-proportional cause of any such expense, Landlord may reasonably allocate a greater percentage of such Common Area costs to such premises, as applicable. For purposes of determining Tenant's Share with respect to any calendar year, Common Area Costs that vary with occupancy shall be "grossed up" by Landlord to the amount that would have been incurred for such calendar year had the Property been ninety percent (90%) occupied with tenants paying full rent. Landlord may adjust its estimates at any time during the course of a year based upon Landlord's experience and reasonable anticipation of

costs. Such adjustments shall be effective as of the next rent payment date which is at least thirty (30) days after written notice to Tenant accompanied or supplemented by such reasonable supporting documentation as Tenant may request.

Within thirty (30) days after the end of each calendar year of the Lease Term, Landlord shall deliver to Tenant a reconciliation statement prepared in accordance with good accounting principles setting forth, in reasonable detail, the Common Area Costs paid or incurred by Landlord during the preceding calendar year and Tenant's pro rata share, which statement shall be accompanied by such reasonable supporting detail as Tenant may request. Upon receipt of such statement, there shall be an adjustment between Landlord and Tenant, with payment to or credit given by Landlord, as the case may be (provided that any amount owed to Tenant in the last year of the Term or following expiration of this Lease shall be paid to Tenant within thirty (30) days following the date of such statement), so that Landlord shall receive the entire amount of Tenant's Share of such costs and expenses for such period.

3.8 Security Deposit. Intentionally Deleted.

4. Use of Premises; Permitted Use.

The Demised Premises will be used for general office, storage, sales, leasing, servicing and distribution of forklifts and other material handling equipment, parts and inventory ("Tenant's Use" and any other lawful purpose (excluding for retail and restaurant purposes), provided that use of the Demised Premises for any lawful purpose other than Tenant's Use does not void any insurance policies issued in connection with or in relation to the Demised Premises.

5. Taxes and Utility Expenses.

5.1 Payment of Taxes and Utilities.

5.1.1 (a) Tenant shall, commencing on the Commencement Date and thereafter throughout the Term (and after the Term, if the case requires) pay to Landlord, as additional rent, within thirty (30) days after Tenant's receipt of one or more invoices from Landlord accompanied by a copy of the applicable tax bills and such other reasonable supporting documentation as Tenant may request, Tenant's Share of the real estate taxes, general and special assessments levied against the Property (collectively, "Taxes"), and each and every installment thereof to the extent such Taxes become due and payable, with respect to the Property, or any part thereof, including, without limitation, the Demised Premises during the Term, together with all interest and penalties thereon resulting from Tenant's nonpayment thereof (except as provided below), under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the Federal, State, County, Town and City Governments and of all other governmental authorities whatsoever (all of which shall also be included in the term "Taxes" as heretofore defined). Notwithstanding the foregoing, Tenant will have no obligation to pay any interest or penalties which may accrue or be assessed upon such unpaid amount as a result of Tenant not receiving a copy of such invoice from Landlord by such date. Landlord will be responsible for the payment of all such interest and penalties which may accrue or be assessed upon such unpaid amount as a result of Landlord's failure to provide such original invoice to Tenant by such date. Landlord shall promptly deliver to Tenant a copy of each invoice from the local taxing authority with respect to the Taxes as soon as Landlord has received the same.

(b) In the event the Landlord is granted an exemption from ad valorem taxes for the Building during all or any part of the Term, Landlord shall pass the Tenant's Share of the savings actually realized from such exemption to Tenant. Notwithstanding any statement contained herein to the contrary, if at any time during the Term of this Lease, the ad valorem tax exemption for the Building is revoked or terminated for any reason whatsoever, then Tenant shall be responsible to pay Tenant's Share of all taxes assessed and levied against the Property (including the Building) and/or for any payment in-lieu of taxes which may be imposed upon the Property (including the Building) by the City, Sedgwick County, the State of Kansas or any other applicable taxing district or governmental body.

(c) Tenant shall be responsible for the punctual payment of all personal property taxes assessed or levied against Tenant's personal property.

5.1.2 (a) Tenant shall contract for in its own name and shall be responsible to punctually pay and discharge all rents, fees and charges for heat, gas, electricity, light and power, trash service, telephone or other communication service and all other service or services, utility or utilities furnished, used, rendered or supplied to, upon or in the Demised Premises or the occupants thereof during the Term of this Lease except water and sanitary sewer service (the "Utilities"). Landlord represents and warrants that all Utilities are separately metered to the Premises. The term "Utilities" shall not include water and sanitary sewer service as it is anticipated that such utilities will not be separately metered to the Premises. Tenant's costs for water and sanitary sewage service shall be determined pursuant to subsection (b) below.

(b) Tenant shall pay Landlord its share of the charges for water and sewer services furnished to the Property during the Term as reasonably allocated by Landlord. Such charges shall be included in Common Area Costs and paid by Tenant in accordance with Section 3.7.5 above except that Tenant's Share for purpose of such charges only, may be less than or greater than twenty-five percent (25%).

5.1.3 Tenant shall be deemed to have complied with the covenants of this Section 5.1 if payment of such Taxes and/or Utilities shall have been made either within any period allowed by law, by the governmental authority or by the Utility provider, as the case may be, imposing the same during which payment is permitted without penalty or interest or before the same shall become a lien upon the Property, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment, if Landlord shall demand the same in writing.

5.2 Right to Contest Taxes.

5.2.1 Tenant or its designees shall have the right to contest or review all such Taxes by legal proceedings, or in such other manner as it may reasonably deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and free of any expense to Landlord, and, if necessary, in the name of and with the cooperation of Landlord and Landlord shall execute all documents necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant shall promptly pay all such Taxes if at any time the Property or any part thereof shall then be immediately subject to forfeiture, lien or other liability by reason of non-payment, or if Landlord shall be subject to any criminal liability, arising out of the non-payment thereof. Tenant covenants to indemnify and hold harmless Landlord from any costs, expenses or liabilities incurred by Landlord as a result of such contest.

5.2.2 The legal proceedings referred to in Section 5.2.1 hereof shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction, cancellation or discharge, Tenant shall promptly pay Tenant's Share of the amount finally levied or assessed against the Property, or any portion thereof, or adjudicated to be due and payable on any such contested Taxes.

5.2.3 The parties shall reasonably cooperate with Tenant in obtaining all available real estate tax exemptions, abatements and/or credits available with respect to the Demised Premises.

5.3 Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant. Landlord will, upon the request of Tenant, promptly sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will promptly pay over to Tenant such refund or rebate as received by Landlord. Landlord hereby agrees upon request of Tenant to execute such instruments and to give Tenant such assistance in connection with such applications as may reasonably be requested by Tenant.

5.4 Nothing herein or in this Lease otherwise contained shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, income or profit taxes, that are or may be imposed upon Landlord.

6. Tenant's Alterations or Improvement Work.

Subject to Landlord's prior written consent, which consent shall not be unreasonably withheld conditioned or delayed, Tenant may construct alterations, additions or improvements to the Demised Premises at Tenant's sole cost and expense ("Tenant's Alterations"). For example purposes only, should Tenant build an addition to and/or remodel the office portion of the Demised Premises, such additions and alterations will be considered Tenant's Alterations. For the purpose of further clarification, the installation of "Tenant's Property" (hereafter as defined by Section 7.1 below) in the Demised Premises shall not be considered Tenant's Alterations, regardless of whether or not such Tenant's Property is affixed or attached to the Demised Premises. Notwithstanding the foregoing, Tenant shall have the right to make up to Twenty Five Thousand and No/100 Dollars ($25,000) of nonstructural alterations during the Term without being required to obtain Landlord's consent; provided, however, Tenant shall provide to Landlord a written description of all Tenant Alterations made to the Demised Premises by Tenant. In addition, Tenant shall have the right to install a paint booth (the "Paint Booth") in the Demised Premises, subject to provisions set forth in this Section 6 below. Tenant shall perform all work described in this Section 6 in accordance with all applicable laws, codes and ordinances, and in a good and workmanlike manner, and shall notify Landlord in advance of commencing such work and submit to Landlord written plans for any of Tenant's Alterations requiring Landlord's consent for Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed. Tenant covenants and agrees not to permit any mechanic or material liens to be filed against the Property in connection with the Tenant Alterations, or otherwise, and in the event any mechanic or material liens are filed against the Property, Tenant shall make reasonable, good faith efforts to cause the same to be satisfied and released, by bonding or otherwise, within sixty (60) days of the date the liens, or the notice thereof, were filed against the Property. Unless otherwise notified in writing by Landlord at the time Landlord consents to the installation thereof ("Removal Notice"), Tenant shall not be required to remove any Tenant's Alterations at the expiration or termination of the Lease. If Landlord so requires such removal or Tenant elects to remove any Tenant Alterations, Tenant shall promptly repair any damage caused solely by such removal at Tenant's sole cost.

7. Tenant's Property.

7.1 Tenant shall have the unconditional right, at its sole cost and expense, and without Landlord's consent, to install, use, replace, substitute, and remove all trade fixtures, equipment, furniture, inventory and other personal property owned or leased by it, such as, without limitation, telephone, teletype and other equipment, machinery, conveyor systems, modular docks, task lights, office furniture and supplies, racks, bins, material hoists, etc. ("Tenant's Property") in the Demised Premises. Upon the expiration or earlier termination of the Term, Tenant shall remove Tenant's Property from the Demised Premises, and Tenant shall repair any damage to the Demised Premises solely resulting from such removal.

7.2 As part of "Landlord's Work" (as defined by Section 35.1 below) Landlord will construct and install in the Demised Premises a wash bay with an associated underground solids collector (collectively the "Wash Bay" and certain related improvements as more particularly described in Section 35.1 below and in the Demised Premises Plans and Specifications, as defined in such Section 35.1 below). Tenant may hereafter install the Paint Booth in the Demised Premises in accordance with Section 6 above. The Paint Booth, if so installed, and the Wash Bay shall be operated and maintained by Tenant in accordance with all applicable laws, rules and regulations. Upon expiration of the Lease, Landlord, in its sole discretion, may elect to cause the Paint Booth, if so installed, and the Wash Bay together with all piping, wiring, instruments, duct work and other materials and equipment related thereto, to be removed from the Demised Premises and to repair and restore the Demised Premises to the condition in which it existed prior to the installation of the Paint Booth and the Wash Bay, ordinary wear and tear, damage by fire and other casualty and condemnation excepted. The parties agree that if (a) this Lease expires at the end of the Initial Term without extension for the First Extended Term and (b) Landlord elects to remove the Paint Booth, if so installed, and the Wash Bay, Landlord and Tenant shall equally share the reasonable costs incurred by Landlord in connection with the removal of the Paint Booth and the Wash Bay and the repair and restoration of the Demised Premises in accordance with this Section 7.2. In the event this Lease expires following an Extended Term, Landlord shall be solely responsible for the cost associated with removing the Paint Booth, if so installed, and the Wash Bay and the costs to repair and restore the Demised Premises in accordance with this Section 7.2. Tenant agrees that it shall pay its share of the costs to remove the Paint Booth, if so installed, and the Wash Bay within thirty (30) days after the date Landlord delivers an invoice to Tenant along with reasonable documentation of such costs.

7.3 Landlord acknowledges that all of Tenant's Property is owned by Tenant. Neither Landlord nor any other person or entity other than Tenant has any right, title, or interest in Tenant's Property. Tenant shall have the right to remove Tenant's Property from the Demised Premises at any time and from time to time, including if Tenant is in default hereunder, provided that any damage caused by such removal is promptly and fully repaired. Landlord hereby waives any lien rights it might have under common law and any statutes granting Landlord any lien against and/or interest in any of Tenant's Property. In addition, upon written request from Tenant, Landlord agrees to execute and deliver one or more waiver and access agreements in reasonable form for the benefit of Tenant's lenders.

8. Repairs and Operations.

8.1 Landlord shall, at its sole cost and expense (except as otherwise provided below), perform all necessary maintenance, repairs and replacements and keep in good condition and repair the exterior walls, roof and foundation of the Building (the "Structural Components"). Notwithstanding any of the foregoing, Landlord shall have no obligation to make repairs to and/or replace the Structural Components if the repair or replacement is necessitated by a negligent act or omission of Tenant, Tenant's employees, agents, licensees and the like, said obligation being that of Tenant. Landlord shall,

at its sole cost and expense, repair any damage to other portions of the Demised Premises arising as a result of Landlord's negligence or willful act and those of its contractors, agents, licensees and employees.

8.2 Tenant shall, at its sole cost and expense, perform all necessary maintenance, repairs and replacements, and keep in good condition and repair the entire Demised Premises, including, without limit, all glass, plumbing systems, carpet, electrical systems, doors (including overhead doors), interior walls, sidewalls, insulation, light fixtures and, subject to the limitations set forth in this Section 8.2, the HVAC. During the Term hereof, Landlord will obtain an semi-annual HVAC maintenance contract covering the HVAC system for the Demised Premises. The costs incurred by Landlord in connection with the HVAC maintenance contract will be included as a part of the Common Area Costs. In addition, Tenant agrees to pay for any repairs needed to the HVAC system serving the Demised Premises up to a maximum of One Thousand Dollars ($1,000.00) per unit per year. During the Term, Landlord will be responsible for replacing any unit that is no longer repairable. Upon the expiration or earlier termination of this Lease, Landlord shall be responsible for any necessary replacement of any such unit. Notwithstanding any contrary provision of this Lease, Tenant shall not be obligated to make, and Landlord shall make at its sole cost and expense, all Capital Replacements (as defined by this Section 8.2) to the Demised Premises required during the Term. As used herein, the term "Capital Replacement" shall refer to the replacement of any item with a reasonably anticipated useful life in excess of the then remaining portion of the Term.

8.3 Upon delivery of the Demised Premises to Tenant, Landlord shall assign to Tenant all warranties and guaranties relating to the HVAC system that Tenant is required to maintain or repair pursuant to Section 8.2 hereof. Landlord shall cooperate with Tenant in enforcing such warranties and guaranties.

8.4 Except to the extent otherwise provided by this Section 8.4, Landlord shall not be liable, and this Lease shall not terminate and Rent shall not abate, for any failure or interruption of any utility or service to the Demised Premises. Notwithstanding the foregoing the foregoing and provided Tenant is not the cause of the interruption, if any utility or service to the Premises is interrupted for more than ten (10) consecutive days, Rent shall abate in proportion to the untenantable portion of the Demised Premises until the affected utility or service is restored. If any such interruption continues for thirty (30) consecutive days or more, Tenant shall have the right to terminate this Lease by written notice to Landlord.

9. Requirements of Public Authority.

9.1 During the Term, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the Federal, State, County and City Governments and of all the governmental authorities affecting the Demised Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the Term or may in the future be passed, enacted or directed (collectively, "Legal Requirements"), and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Section 9. Notwithstanding, all matters with respect to compliance with 'Hazardous Materials Laws (as defined by Section 21 below) shall be controlled by such Section 21 rather than this Section 9 and (b) Tenant shall not be obligated to make, and Landlord shall make at its sole cost and expense, any alteration or improvement to the Demised Premises required by Legal Requirements except to the extent that the requirement arises because of Tenant's specific use of the Premises and is not a general requirement, in which case Tenant shall make the alteration or improvement.

9.2 Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant, or Landlord (if legally required), or both (if legally required), without any cost or expense whatsoever to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in this Section 9, to be complied with by Tenant, and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding. Tenant covenants to indemnify, defend and hold harmless Landlord from any costs, expenses or liabilities incurred by Landlord as a result of such contest.

9.3 Landlord agrees to execute and deliver any reasonably appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

10. Covenant Against Liens.

If, because of any act or omission of Tenant, or of any work, labor, services or materials done or, or supplied to, or claimed to have been done for or supplied to, Tenant or anyone holding the Demised Premises or any part thereof by, through or under Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Property, including the Demised Premises, Tenant shall, at its own cost and expense, use reasonable, good faith efforts to cause the same to be discharged of record or bonded within sixty (60) days after written notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. If Tenant shall fail to discharge any such lien within sixty (60) days following such notice from Landlord, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure the discharge of the same. Any amounts reasonably paid or deposited by Landlord, including reasonable legal fees, in defending any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the interest rate stated in Section 3.7 above, shall become immediately due and payable by Tenant to Landlord. Landlord shall have the right to post and keep posted at all reasonable times on the Demised Premises any notices which Landlord shall be required to so post for the protection of Landlord and the Demised Premises from any lien resulting from work performed for Tenant on the Demised Premises, or materials supplied for the Demised Premises.

11. Access to Premises.

Landlord and its respective agents and designees shall have a right, but not the obligation, to enter upon the Demised Premises at all reasonable times with at least twenty-four (24) hours' advance notice to Tenant (except in an emergency) and at Landlord's own risk, to perform its obligations pursuant to Section 8.1 hereof, to inspect the Demised Premises to confirm that Tenant is complying with the terms of this Lease, to make repairs which Tenant is obligated to make under this Lease, and for all other reasonable purposes, including to exhibit the Demised Premises to prospective purchasers and during the last six (6) months of the Term, prospective tenants. In exercising its rights pursuant to this Section 11, Landlord shall not unreasonably interfere with Tenant's operations at the Demised Premises. The performance by Landlord of Tenant's obligations under this Lease shall not operate as a waiver by Landlord of any default by Tenant. The Landlord may, during the progress of said repairs mentioned

above, keep and store on the Demised Premises all necessary materials, supplies and equipment but shall not unreasonably interfere with Tenant's access to, use of and operations in the Demised Premises..

12. Assignment and Subletting.

(a) Except as otherwise provided in subsection (b) below, Tenant may not assign this Lease, sublease the Demised Premises (in whole or in part or parts), and/or encumber this Lease (in whole or in part or parts) without first obtaining Landlord's written consent therefore, which consent shall not be unreasonably withheld or delayed.

(b) Landlord agrees that the consent of Landlord shall not be required with respect to a Change of Control (hereinafter defined) of Tenant or the assignment or transfer of the Lease to an affiliate of Tenant, which shall mean any Person controlling, under control of, or under the common control with Tenant. As used herein, "Change of Control" shall mean, with respect to Tenant, (1) the direct or indirect acquisition by merger, consolidation, business combination or otherwise by any Person or group or Persons of beneficial ownership or voting power of Tenant; (2) any transaction or arrangement pursuant to which any Person possesses, directly or indirectly, the power to direct or to cause the direction of the management or policies of Tenant or its business, whether through the ownership of voting securities, by contract or otherwise; or (3) the direct or indirect acquisition by any Person or group of Persons of all or substantially all of the assets of Tenant; provided, that ten (10) days prior to the assignment of this Lease described in clause (3) above to a successor tenant, Tenant will provide Landlord with written notice of such transaction, and upon Landlord's written request, such successor tenant will provide Landlord with evidence that its financial condition is reasonably sufficient to meet its obligations under this Lease as they come due. As used herein, "Person" shall mean and include any natural person, partnership, limited liability company, corporation, association, cooperative, trust, estate, custodian, nominee and/or any other individual or entity in its own or representative capacity.

(c) Notwithstanding any allowed assignment or sublease, Tenant shall remain directly, primarily and fully responsible for the obligations, monetary and otherwise, under this Lease until the expiration or earlier termination of the Lease as permitted under the terms hereof.

13. Signs.

Subject to Landlord's prior written approval of the proposed size, location, type and design of Tenant's sign, which shall not be unreasonably withheld, conditioned or delayed, Tenant will have the right, at Tenant's sole cost, to install, maintain and replace a sign on the North half of the East side of the Building. Landlord agrees that no other tenant will be permitted to install a sign on the North half of the East side of the Building. Landlord further agrees that no other tenant will be allowed to place a sign on the South half of the East Side of the Building which will be: (i) located higher on the East side of the Building than Tenant's sign, or (ii) larger in size than Tenant's sign. Tenant shall comply with all applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes and comply with the requirements, if any, of the industrial park or subdivision in which the Demised Premises is located. As used in this Section 13, the word "sign" shall be construed to include any placard, light or other advertising symbol or object, irrespective of whether same be temporary or permanent. Landlord reserves the right to approve the size, design, construction materials and planned location of such signs.

14. Indemnity.

14.1 Except as provided in Section 21 hereof which governs environmental matters exclusively, from and after the Commencement Date until the expiration or earlier termination of this Lease and except for the negligence or willful misconduct of Landlord, its officers, agents, servants, employees, contractors, licensees, assignees and sublessees or Landlord's breach of or default under this Lease, Tenant shall indemnify and save harmless Landlord from and against any and all liability, damage, costs, penalties or judgments arising from injury to person or property sustained by anyone in and about the Property resulting from, related to or in connection with: (a) any acts or omissions of Tenant, or Tenant's officers, agents, servants, employees, contractors, licensees, assignees or sublessees; (b) from the operation or management, maintenance, repair, use or occupation of the Demised Premises by Tenant, or Tenant's officers, agents, servants, employees, contractors, licensees, assignees or sublessees; (c) from any breach or default on the part of Tenant in the performance of any covenant or agreement made under this Lease; and (d) from any accident, injury or damage whatsoever occurring during the Term hereof, or having a genesis during the Term hereof, in or about the Demised Premises caused by the negligence or willful misconduct of Tenant, its agents, employees, contractors, licensees and invitees. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above mentioned matter, claim or claims, except as may result from the acts set forth in Section 14.2.

14.2 Except as provided in Section 21 hereof which governs environmental matters exclusively, from and after the Commencement Date, except for its negligence or willful misconduct or the gross negligence or willful misconduct of Landlord, its officers, agents, servants, employees or contractors, Landlord, including its officers, agents, servants, employees, contractors, licensees, assignees and sublessees, shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Demised Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers or sublessees. Landlord shall indemnify and hold harmless Tenant and its officers, agents, servants, employees, contractors, licensees, assignees and sublessees from and against any and all liability, damage, costs, penalties or judgments arising out of Landlord's or its agents 'negligence or willful misconduct.

15. Insurance:

15.1 Tenant's Insurance. Tenant shall obtain and maintain, or cause to be obtained and maintained, pursuant to the terms of this Lease, at its sole expense, the following types of insurance coverage, with minimum limits as set forth below:

15.1.1. Commercial general liability covering liability protecting against claims of any and all persons, firms and corporations for personal injury, death or property damage, and for liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and contractual liability - $1,000,000 each occurrence.

15.1.2. Business automobile liability covering all owned, hired, and non-owned vehicles - $1,000,000 each occurrence, including all statutory coverages for all states of operation.

15.1.3. Workers compensation - statutory limit for all the States of Kansas.

15.1.4. Employers liability - $1,000,000 each employee for bodily injury by accident and $1,000,000 each employee for bodily injury by disease.

15.1.5. Commercial property insurance covering Tenant's personal property including contents, fixtures, equipment, improvements and betterments for "all-risk" perils included in the standard special causes of loss form and flood and earthquake, subject to such deductibles as Tenant maintains in its sole discretion

15.1.6. All policies of insurance procured by Tenant herein shall be written as primary policies, not contributing with nor in excess of coverage that Landlord may carry. If Tenant's liability policies do not contain the standard separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

15.2 Landlord's Insurance. Landlord shall obtain and maintain casualty property insurance covering the full replacement cost value of the Property, including the Work (as defined by Section 35) and all of Tenant's Alterations from damages, hazards and losses caused by fire, lightening, wind and tornado and other risk covered by a "special form" or "all risk" policy. Tenant shall pay Tenant's Share of the premium of such casualty property insurance to Landlord as additional rent.

15.3 Insurance Requirements. At the request of Landlord, Tenant shall provide Landlord with certificate(s) of insurance evidencing compliance with the insurance requirements set forth in Section 15.1 hereof. Certificate(s) will provide that Landlord shall be named an additional insureds on all liability policies (except Workers' Compensation, Products Liability and Employers Liability) and loss payee on the business interruption insurance but only to the extent of Base Rent. Landlord shall receive thirty (30) days prior written notice from the Tenant of any termination or material reduction in the amount or scope of coverage. All insurance policies required pursuant to this Section 15 shall be written by insurance companies qualified to sell insurance in the State of Kansas.

15.4 Waiver of Liability and Subrogation. Landlord and Tenant hereby agree, on behalf of themselves and all others claiming under them, including any insurer, to waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property arising from fire, windstorm, sprinkler leakage, flood., earthquake, water damage and any of the other perils insured against in an "all risk" or "special form" policy of physical loss insurance excepting only war, nuclear reaction, inherent vice, normal wear and tear and intentional acts, regardless of whether insurance against any such perils is in effect respect to each party's property. All insurance policies carried by either party covering the Demised Premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement.

16. Destruction.

16.1 Destruction. In the event that, at any time during the term of this Lease, the Building shall be destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the fire insurance policies carried by Landlord in accordance with this Lease, then Landlord shall, within forty-five (45) of such casualty, determine whether to terminate this Lease or to cause the Building to be repaired, replaced or rebuilt. If Landlord determines to repair, replace or rebuild the Building, then this Lease shall continue in full force and effect and such restoration shall be completed such that the Building is restored to substantially its condition prior to such casualty, in the same manner and with the same materials as the original construction but not less than Class A quality and including, in the case of the Demised Premises, not less than Building standard finishes and all items of the Work and all of Tenant's

Alterations within a period of time which, under all prevailing circumstances, shall be reasonable, but in any event within one hundred eighty (180) days after the date of such damage or destruction. If such restoration is not completed within such one hundred and eighty (180)-day period and at least twenty-five percent (25%) of the Demised Premises is untenantable, Tenant may terminate this Lease by written notice to Landlord.

16.2 Abatement of Rent. From and after the date the Building is destroyed or damaged until the same is repaired, replaced or rebuilt, the Base Rent and all other rents and charges provided for in this Lease shall abate entirely, if the Demised Premises is totally untenantable or prorata with respect to the portion which is untenantable, if only a portion of the Demised Premises is untenantable; provided, however, that if Tenant cannot reasonably operate from the undamaged portion of the Demised Premises as a result of the damage or destruction of other parts of the Building, the Demised Premises shall be deemed totally untenantable.

16.3 Repair of Building. Notwithstanding anything herein contained to the contrary,

16.3.1 If Landlord and an outside exterior architect mutually selected by Landlord and Tenant at Landlord's expense reasonably determines that the restoration of the Building, including the Demised Premises, cannot be completed within one hundred eighty (180) days after the date of such damage or destruction, then either Landlord or Tenant shall have the right to terminate this Lease by written notice to the other party within forty-five (45) days after the casualty. If Landlord has not completed restoration of the Demised Premises to substantially its condition prior to the casualty, in the same manner and with the same materials as the original construction and including, without limitation, not less than Building standard finishes and with all items of the Work and all of Tenant's Alterations, within one hundred eighty (180) days after the date of such damage or destruction, Tenant shall have the right to terminate this Lease by written notice to Landlord given within thirty (30) days following the expiration of such one hundred eighty (180) day period.

16.3.2 If more than fifty percent (50%) of the Building is so damaged or destroyed during the last two (2) years of the Term, Landlord and Tenant shall each have the right to terminate this Lease by written notice to the other party within forty-five (45) days after the date of such damage or destruction.

16.3.3 If the Building is damaged or destroyed by a casualty not covered or required to be covered by the insurance described in Section 15.2 hereof, and Landlord does not wish to pay for the cost of restoration, Landlord shall have the right to terminate this Lease by written notice to Tenant within forty five (45) days after the date of such damage or destruction. If Landlord does not so terminate the Lease, Landlord shall restore the Building and the Demised Premises to substantially their condition prior to the casualty, in the same manner and with the same materials as the original construction, to not less than Class A quality and, in the case of the Demised Premises, with not less than Building standard finishes and with all items of the Work and all Tenant Alterations. If such restoration is not completed within one hundred and eighty (180) days following the casualty, Tenant may terminate this Lease by written notice to Landlord given within thirty (30) days following the expiration of such one hundred and eighty (180)-day period.

17. Eminent Domain.

17.1 Total Taking. If the whole of the Property, including the Demised Premises, shall be taken for any public or quasi public use under any statute or by right of eminent domain or by private

purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken. In the event fifty (50%) percent or more of the Property is so taken (or so purchased), and, in Landlord's and Tenant's reasonable and mutual opinion, the Demised Premises (or the portion remaining) is not adequate and suitable for Tenant's use as required by Tenant, then Landlord and/or Tenant shall have the right to terminate this Lease by giving written notice of such termination to the other party on or prior to the date thirty (30) days after the date of such taking (or purchase), and upon the giving of such notice of termination the Term shall expire and come to an end on the last day of the calendar month in which such notice shall be given, with the same force and effect as if said day had been originally fixed herein as the expiration date of the Term. In the event this Lease shall terminate or shall be terminated, the Base Rent and all other rents and charges shall, if and when necessary, be adjusted to the day of the taking (or purchase) and neither party shall have any further rights or liabilities hereunder, except as may be specifically provided for herein.

17.2 Condemnation Proceeds. In the event of a taking (or purchase) resulting in the termination of this Lease pursuant to the provisions of Section 17.1, the parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Demised Premises. Tenant shall have the right to make its own independent claim for loss of business, Tenant improvements or fixtures or relocation costs and expenses provided that such claims do not directly diminish the award due to Landlord.

17.3 Partial Takings.

17.3.1 In the event of a partial taking (or purchase) not resulting in the termination of this Lease, pursuant to the provisions of Section 17.1 hereof, Landlord shall expeditiously, using the condemnation proceeds received, make all repairs to the Demised Premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of Land remaining after any such taking or purchase).

17.3.2 All compensation available or paid to Landlord or Tenant upon such a partial taking (or purchase) shall be used for the repair and restoration of the Building, including the Demised Premises. To the extent there are condemnation proceeds left over from the repair and restoration of the Building, including the Demised Premises, the excess proceeds shall be paid to Landlord.

18. Performance by Subtenant.

Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any sublessee or assignee of Tenant and/or Tenant's interests in the Lease, occupying all or any part of the Demised Premises as permitted under this Lease and the performance of such act shall be deemed to be performance by Tenant and shall be deemed by Landlord to be the same as an act by Tenant.

19. Subordination.

Tenant covenants and agrees, on the terms and conditions provided in this Section 19, that this Lease shall be subordinate to any institutional mortgage or deed of trust that now or hereafter shall encumber the Demised Premises, provided Tenant's obligation to subordinate its interest hereunder shall be conditioned upon the receipt from each named mortgagee or beneficiary a subordination, non-disturbance, and attornment agreement stating (in addition to other reasonable terms, if any) in substance

that (i) if Tenant is not in material default hereunder beyond any applicable notice and cure periods, the right of possession of Tenant to the Demised Premises and all of Tenant's other rights under this Lease shall not be affected or disturbed by any mortgagee in the exercise of any of its rights under a mortgage or the note secured thereby, and any sale of the Demised Premises pursuant to the exercise of any rights and remedies under a mortgage or otherwise shall be made subject to this Lease and all of Tenant's rights hereunder; (ii) Tenant shall not be joined as defendant in any foreclosure action unless such joinder is required by applicable law and (iii) Tenant shall attorn to any mortgagee or purchaser at a foreclosure sale (a "Purchaser") upon acquisition of title to the Demised Premises by a mortgagee or Purchaser and notice to Tenant thereof, and this Lease shall continue in full force and effect between Tenant and such mortgagee or Purchaser. Upon Tenant's receipt and approval of such a non-disturbance/attornment agreement from a mortgagee or beneficiary from time to time, such approval not to be unreasonably withheld, Tenant covenants and agrees to attorn to such mortgagee or beneficiary upon foreclosure.

20. Quiet Enjoyment.

Landlord covenants and agrees that if Tenant shall pay the rentals performed by Tenant, Tenant may peaceably and quietly occupy and enjoy the full possession of the Demised Premises during the Term and any extension thereof (if applicable), without molestation or hindrance of Tenant by Landlord or any person(s) claiming under or through Landlord.

21. Environmental Matters.

21.1 Restoration of Hazardous Material Laws. The term "Hazardous Materials Laws" shall mean any and all federal, state or local statutes, regulations and ordinances pertaining to the protection of human health or the environment and/or the regulation, and prohibition of chemical substances, including Hazardous Materials, and reporting and disclosure concerning same, and shall specifically include, without limitation, the following statutes and their state law counterparts, as amended and/or re-authorized: the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601; the Resource Conservation Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901; the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. 2401, and the Clean Air Act ("CAA"), 42 U.S.C. Section 7401, or otherwise.

21.2 Definition of Hazardous Materials. The term "Hazardous Materials" shall mean any and all hazardous, toxic, infectious or radioactive substances, wastes or materials, or terms of such similar import as may be listed or, defined by any Hazardous Materials Laws and specifically shall include petroleum oil and its fractions, and asbestos.

21.3 Warranty and Representation by Landlord. Landlord warrants and represents that to the best of Landlord's knowledge and except for possible ground water contamination caused by an off-site source as disclosed and discussed in the No Further Action Determination For the Shannon No. 2, LLC Property (the "NFA Letter") issued by the Kansas Department of Health and Environment (the "KDHE") dated December 15, 2008, a copy of which has been provided to Tenant (the "Existing Environmental Condition"). Landlord further represents and warrants that the NFA Letter has not been revoked or amended , is not being audited by the KDHE or any other governmental authority and is valid and in full force and effect on the date of this Lease. Landlord shall immediately notify Tenant should Landlord receive notice or otherwise become aware of any actual, pending or threatened audit, amendment or other modification or revocation with respect to the NFA Letter.

21.3.1 Landlord further warrants and represents that the Demised Premises and any operations now or heretofore conducted at, and the use of the Demised Premises, are in compliance in all material respects with all applicable Hazardous Materials Laws; there are no claimed, alleged, nor, to the best of Landlord's knowledge, threatened violations of any Hazardous Materials Laws; there are no present discussions or negotiations with any agency regarding any release of any Hazardous Materials; there have been no releases of such Hazardous Materials at, on, from or under the Demised Premises which would or could give rise to a cleanup or remediation obligation under any Hazardous Materials Laws; all federal, state and local permits, licenses, registrations and authorizations required for the use of and operations at the Demised Premises have been obtained and further, there are currently no violations of such permits, licenses, registrations or authorizations; and the Demised Premises have not been used for the treatment, storage or disposal of any Hazardous Materials as such treatment, storage or disposal may be regulated under RCRA, or its state counterparts, as amended or reauthorized, and regulations promulgated thereunder.

21.3.2 Landlord further warrants and represents that there are currently no underground or aboveground storage tanks at, on or under the Demised Premises. Landlord acknowledges and agrees that Tenant will not use or operate any underground storage tanks ("USTs") in connection with Tenant's use of or operations at the Demised Premises except for any underground solids collector associated with Tenant's wash bay.

21.3.3 Landlord further warrants and represents that the Demised Premises does not contain asbestos in any form (including insulation or flooring).

21.4 Warranty and Representation by Tenant. Tenant warrants and represents that it will comply in all material respects with, and use or operate the Demised Property in accordance with, all Hazardous Materials Laws specifically applicable to its use of or operations at the Demised Premises. Tenant further covenants, warrants and represents that, during the Term, it will not violate any such Hazardous Materials Laws, nor will it allow any of its agents, sublessees, assignees, employees, licensees and the like to violate any such Hazardous Materials Laws. Tenant agrees to give prompt written notice to Landlord of any violation of any Hazardous Materials Laws of which violation Tenant has actual knowledge.

21.5 Indemnities.

(a) Indemnity by Tenant. Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all damages, claims, liabilities, penalties, losses and reasonable expenses, attorney's fees, consultation and expert fees (hereinafter collectively referred to as "Claims"), to which Landlord may be subjected as a result of Tenant's breach of its warranties herein, or arising out of or involving the release of any Hazardous Materials in, on, under or about the Demised Premises directly caused by Tenant or indirectly.

(b) Indemnity by Landlord. Landlord shall indemnify, defend, protect and hold Tenant harmless from and against any and all damages, claims, liabilities, penalties, losses and reasonable expenses, attorney's fees, consultation and expert fees (hereinafter collectively referred to as "Claims"), to which Tenant may be subjected as a result of (x) Landlord's breach of its warranties or obligations herein, (y) arising out of or involving the release of any Hazardous Materials in, on, under or about the Demised Premises caused by Landlord or its employees, agents or contractors; or (z) the Existing Environmental Condition or any other release or

presence of Hazardous Materials existing or occurring prior to the date of this Lease in, on, under, from or about the Demised Premises.

21.6 Notices. Each party shall give prompt written notice to the other party of any (i) enforcement, cleanup, removal or other governmental or regulatory action concerning the Demised Premises instituted, completed or threatened pursuant to any Hazardous Materials Law; (ii) written claim made or threatened by anyone against Landlord and/or Tenant, or the Demised Premises, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iii) Hazardous Materials that either party knows has been, or will come to be, released or located within, under or about the Demised Premises in violation of Hazardous Materials Laws or which require cleaning, removal, or remediation pursuant to Hazardous Materials Laws.

21.7 Remediation. In the event a condition or release of Hazardous Materials which would require remediation under applicable Hazardous Materials Laws is identified at the Demised Premises, the party responsible under the terms of this Lease shall promptly take all necessary steps to remediate the condition in accordance with, and to the extent required by applicable Hazardous Materials Laws. The parties acknowledge and agree to cooperate in good faith and use all reasonable efforts to allow the remediation of the condition by the responsible party identified herein. In the event Landlord must remediate a condition or release at the Demised Premises during the Term, Landlord shall not unreasonably interfere with Tenant's operations at the Demised Premises or impair access thereto by Tenant, its agents, employees, contractors and invitees, and Tenant shall have the opportunity to review and comment on, and approve, Landlord's proposed remediation plan as it may relate to Tenant's use of and operations at the Demised Premises.

21.8 Survival. This Section 21 shall survive the expiration or earlier termination of this Lease.

22. Defaults.

22.1 In the event any one or more of the following events (each, an "Event of Default") shall have occurred and shall not have been remedied as hereinafter provided: (i) The occurrence of any event set forth in Section 23 hereof, without the curing of same as therein provided; (ii) Tenant's failure to pay any installment of Base Rent, additional rent or other sums payable under this Lease when due and the continuance of such failure without the curing of same for a period of five (5) days after receipt by Tenant of notice in writing from Landlord of such failure, it being understood and agreed that Landlord shall not be required to give more than two (2) such notices in any twelve (12)-month period; (iii) Tenant's failure to perform any of the other covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by Tenant of notice in writing from Landlord specifying in detail the nature of such failure; or (iv) the abandonment of the Demised Premises by the Tenant; then, Landlord may, at its option, give to Tenant a notice of election to end the term of this Lease upon a date specified in such notice, which date shall be not less than ten (10) days after the date of receipt by Tenant of such notice from Landlord, and upon the date specified in said notice, the term and estate hereby vested in Tenant shall cease and any and all other right, title and interest of Tenant hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, but Tenant shall continue to be liable to Landlord as hereinafter provided.

22.2 In the event that Landlord gives notice of a non-monetary default of such a nature that it cannot be cured within such thirty (30) day period, then such default shall not be deemed to continue so long as Tenant, after receiving such notice, proceeds to cure the default within such thirty (30) day period

and thereafter cures same within an additional thirty (30) day period (for a maximum cure period of sixty days).

22.3 Notwithstanding anything to the contrary contained in this Section 22, in the event that any Event(s) of Default of Tenant shall be cured in any manner hereinabove provided, such Event(s) of Default shall be deemed never to have occurred and Tenant's rights hereunder shall continue unaffected by such Event(s) of Default.

22.4 During the occurrence of an Event of Default, and after expiration of all notice, cure or grace periods, Landlord may, in addition to and without prejudice to any other rights and remedies Landlord shall have under this Lease, at law or in equity, re-enter the Demised Premises, and recover possession thereof and dispossess any or all occupants of the Demised Premises in the manner prescribed by the statute relating to summary proceedings, or similar statutes, but Tenant in such case shall remain liable to Landlord as hereinafter provided.

22.5 In case of any such Event of Default, re-entry, expiration and/or dispossession by summary proceedings: (i) all Rent, and all other sums and amounts becoming due hereunder up to the time of such reentry, expiration and/or dispossession shall be paid; (ii) Landlord may relet the Demised Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a reasonable term or terms which may, at Landlord's sole option, be less than or exceed the period which would otherwise have constituted the balance of the Term and may grant reasonable concessions or free rent; and (iii) Tenant or the legal representatives of Tenant shall also pay Landlord as damages for the failure of Tenant to observe and perform Tenant's covenants herein contained any deficiency between the Rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the Term. In computing such damages, there shall be added to the said deficiency such reasonable expenses as Landlord may incur in connection with re letting, such as reasonable brokerage and reasonable preparation for re-letting. Any such damages shall be paid in monthly installments by Tenant on the rent day specified in this Lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord, at Landlord's option, may make such reasonable alterations, repairs, replacements and/or decorations in the Demised Premises as Landlord, in Landlord's reasonable judgment, considers advisable and necessary for the purpose of re-letting the Demised Premises; and the making of such alterations, repairs, replacements and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord agrees to use its reasonable good faith efforts to mitigate all damages and to re-let the Demised Premises in the event of any Event of Default specified herein.

22.6 Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of its obligations under this Lease after notice and the expiration of the cure period provided for in Section 22.2, Landlord may cure such default and Tenant shall reimburse Landlord the reasonable costs, with interest at the interest rate stated in Section 3.7 above, of such curing within thirty (30) days after the receipt of an invoice therefor.

22.7 Landlord shall not be deemed in default under the terms of this Lease unless Landlord shall fail to perform its obligations under this Lease for more than thirty (30) days after written notice of such default shall have been received by Landlord, provided that if the curing of such default reasonably requires in excess of thirty (30) days, Landlord shall not be deemed in default hereunder if it shall commence to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure. Notwithstanding the foregoing, if the nature of such failure of performance by Landlord poses

an imminent risk of damage to property or injury to persons, Landlord shall cure such failure within thirty (30) days after Landlord's receipt of written notice by Tenant of such default and, if Landlord fails to so cure such failure within such period, Landlord shall be deemed to be in default hereunder. In the event of a default by Landlord hereunder, Tenant may terminate this Lease by written notice to Landlord and/or exercise any other right or remedy to which Tenant is entitled under this Lease or at law or in equity, all of which shall be cumulative and nonexclusive.

22.8 The rights and remedies of Landlord in relation to this Lease shall be cumulative and not exclusive in nature and in addition to the remedies set forth herein Landlord shall be entitled to pursue all remedies available at law or in equity.

23. Bankruptcy and Insolvency.

If, after the commencement of the Term: (a) Tenant shall be adjudicated bankrupt or adjudged to be insolvent; (b) a receiver or trustee shall be appointed for Tenant's property and affairs; (c) Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or (d) any execution or attachment shall be issued against Tenant or any of Tenant's Property, whereby the Demised Premises or any building or buildings or any Improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than the aforesaid Tenant, except as may herein be permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the issuance of the same, then an Event of Default shall be deemed to have occurred so that the provisions of Section 22 hereof shall become effective and Landlord shall have the rights and remedies provided for therein. Notwithstanding anything to the contrary hereinabove contained, upon the occurrence of an Event of Default pursuant to this Section 23, if the Rent and all other sums due and payable hereunder shall continue to be paid in full and the other covenants, conditions and agreements of this Lease on Tenant's part to be kept and performed shall continue to be timely kept and performed, no Event of Default shall have been deemed to have occurred and the provisions of Section 22 shall not become effective.

24. Waivers.

Failure of Landlord or Tenant to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but shall only be deemed a partial payment on account.

25. Force Majeure.

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any non-monetary act required hereunder by reason of strikes, lock outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their reasonable control (each a "Force Majeure Event"), the performing party shall give immediate written notice to the other party of such Force Majeure Event and the performance of such act shall be excused for the period of the delay (unless such performance can reasonably be completed on an earlier date) and the period for the performance of any such act shall be extended for a period equivalent to the period of

such delay (unless such performance can reasonably be completed on an earlier date). Notwithstanding the foregoing, the maximum consecutive days of delay a party may attribute to a Force Majeure Event shall be fifteen (15) unless agreed to otherwise in writing by the other party.

26. Notices.

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, or recognized overnight delivery service, directed to the other party at its address hereinabove set forth below, or such other address as either party may designate by notice given from time to time in accordance with this Section 26. Each such notice shall be effective upon receipt or refusal to accept delivery. The rent payable by Tenant hereunder shall be paid to Landlord at the same place where a notice to Landlord is herein required to be directed.

If to Landlord:	Shannon No. 2, L.L.C. Attn: David Shannon 1223 North Rock Road, Suite I-200 Wichita, Kansas 67206 Telephone: (316) 771-4105 Facsimile: (316) 631-3750 Email: david@shannongrp.com
With a copy to:	Hinkle Law Firm LLC Attn: L. Dale Ward 8621 East 21st Street North, Suite 200 Wichita, Kansas 67206 Telephone: (316) 631-3120 Facsimile: (316) 630-8375 Email: dward@hinklaw.com
If to Tenant:	Crown Equipment Corporation Attn: Mike Morton 40-44 South Washington Street New Bremen, Ohio 45869 Telephone: (419) 629-2311 Facsimile: (419) 629-9243 Email: Mike.Morton@Crown.com
With a copy to:	Steven J. Davis, Esq. Thompson Hine LLP 10050 Innovation Drive, Suite 400 Dayton, Ohio 45432 Telephone: (937) 443-6533 Facsimile: (937) 443-6635 Email: Steve.Davis@ThompsonHine.com

27. Certificates.

Either party shall, without charge, at any time and from time to time hereafter, within fifteen (15) days after written request of the other, certify by written instrument duly executed and acknowledged to

mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then continued; (c) as to the existence of any default thereunder; (d) as to the existence of any offsets, counterclaims or defenses hereto on the part of such other party; (e) as to the commencement and expiration dates of the Term; and (f) as to any other factual matters as may be reasonably so requested. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be addressed, and the contents of such certificate shall be binding on the party executing same.

28. Governing Law.

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Kansas without reference to its conflict of laws principles..

29. Partial Invalidity.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

30. Short Form Lease.

The parties will at any time but not more than once during the Term, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth a description of the Demised Premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may request.

31. Interpretation.

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation thereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The term "Landlord" whenever used herein shall mean only the owner at the time of Landlord's interest herein, and upon any sale or assignment of the interest of Landlord herein, its successors in interest and/or assigns shall, during the term of their ownership, be deemed to be Landlord.

32. Nonliability of Landlord.

In the event Landlord hereunder or any successor owner of the Demised Premises shall sell or convey the Demised Premises, all liabilities and obligations on the part of the original Landlord or such successor owner under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner; provided such new owner assumes in writing all of Landlord's obligations under this Lease, subject to the terms of this Lease. Tenant shall attorn to such new owner subject to all of the terms and conditions of this Lease.

33. Entire Agreement.

This Lease, including all exhibits attached hereto, constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. There are no verbal understandings, agreements or representations or warranties which are not set forth herein. This Lease may not be amended except in writing signed by duly authorized representative of both parties.

34. Parties.

Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators and assigns.

35. Landlord's Work.

35.1 With respect to the Demised Premises, Landlord shall construct in a timely fashion the improvements and perform the other work described in the plans, drawings and specifications also attached hereto as a part of Exhibit "B" (the "Demised Premises Plans and Specifications") (the "Landlord's Work"). Landlord's Work shall include, without limitation, the construction and installation in the Demised Premises of a wash bay with an associated underground solids collector and any related improvements in accordance with Tenant's specifications as depicted on the Demised Premises Plans and Specifications. Landlord shall procure in a timely fashion all building and other permits and approvals necessary for performing Landlord's Work. Possession of the Demised Premises shall not be delivered by Landlord to Tenant prior to "substantial completion" of the Work, which shall mean that: (i) that the Work has been performed in a good and workmanlike manner and, unless otherwise specified in the Demised Premises Plans and Specifications, with new materials; (ii) that the Demised Premises are in broom clean condition, with all utility and service lines and conduits brought up to the space and in good working order and condition, and ready for Tenant's use of the Demised Premises; (iii) that the Demised Premises shall not contain material debris or other obstructions that would interfere with Tenant's use of the Demised Premises; (iv) that the Demised Premises shall be constructed in accordance with the approved Demised Premises Plans and Specifications; and (v) Landlord has obtained a temporary certificate of occupancy or equivalent with respect to the Demised Premises. Landlord shall obtain a permanent certificate of occupancy within thirty (30) days following the issuance of any temporary certificate of occupancy. All of the Work, as defined by Section 35.2 below, including, without limitation, Landlord's Work and the Additional Landlord's Work, as defined by such Section, shall be warranted for a minimum of one (1) year from the date of delivery of possession of the Demised Premises to Tenant. Tenant shall be entitled to receive the benefit of any manufacturers' warranties if longer in duration and to the extent such warranties are assignable, Landlord shall assign such warranties to Tenant. Landlord shall obtain a bid for the construction of Landlord's Work from Williams Construction Company, Inc. (the "Contractor") which Landlord represents and warrants to be the same contractor that constructed the Building and the tenant improvements for the other tenant located in the Building. Landlord shall deliver such bid to Tenant for its approval, which approval shall not be unreasonably withheld. Such bid, as so approved, is hereinafter referred to as the "Approved Bid." Landlord shall cause Landlord's Work to be completed pursuant to a fixed-price construction contract with the Contractor in the amount of the Approved Bid. Such contract shall be approved in advance by Tenant, which approval shall not be unreasonably withheld. Such contract, as so approved, is hereinafter referred to as the "Approved Contract." Following the execution thereof, Landlord shall not (a) amend or modify the Approved Contract (by change order or otherwise) to change or revise the contract sum, the time for completion and/or the scope of the Work or any details related to the Work (such as types or quantities of

materials) or make any other material change or revision thereto or (b) permit the Contractor to assign the Approved Contract, in whole or in part, without first obtaining Tenant's prior written consent, which may be withheld in Tenant's reasonable discretion.

35.2 Landlord shall provide Tenant with an improvement allowance in an amount equal to Fifty Thousand Dollars ($50,000.00) (the "Allowance") with respect to Landlord's Work. The parties agree that the Allowance shall be applied to and offset the total cost incurred by Landlord in connection with the construction and installation of Landlord's Work described on Exhibit "B" with such modifications or additions thereto, if any, as may be approved hereafter in writing by Landlord and Tenant. Such modifications, as so approved, are hereinafter referred to as the "Approved Modifications." All references herein to Landlord's Work shall include any Approved Modifications. The cost incurred by Landlord in connection with the construction and installation of Landlord's Work pursuant to and in accordance with the Approved Bid, the Approved Construction Contract and the Approved Modifications, if any, which is in excess of the above stated Allowance shall be the sole responsibility of Tenant, to be paid as provided in the following paragraph.

Tenant agrees to reimburse Landlord for any and all costs in excess of the Allowance that are incurred by Landlord in order to complete Landlord's Work pursuant to and in accordance with the Approved Bid, the Approved Contract and the Approved Modifications, if any (the "Excess Cost"). The Excess Cost shall be amortized throughout the Initial Term at an interest rate of six percent (6%) per annum. The Excess Cost, as so amortized, shall be paid by Tenant to Landlord in equal monthly installments as additional rent. The Excess Cost to be funded by Landlord and amortized over the Initial Term as provided in this Section 35.2 shall not exceed the sum of Five Hundred Thousand Dollars ($500,000.00) in the aggregate (the "Excess Cost Cap). Any Excess Cost which is greater than the Excess Cost Cap shall be Tenant's responsibility, to be paid in full at the time of final completion of the Landlord's Work and the acceptance of possession by Tenant in accordance with Section 35.3.

Except as otherwise provided in Sections 6 and 7.2 above and except for Tenant's Property, upon termination of this Lease, all improvements constructed and installed as part of the Work. shall become the property of Landlord and remain in the Demised Premises. Landlord, at Landlord's sole cost and expense and in a good and workmanlike manner using new materials, shall (a) install heaters in the warehouse portion of the Demised Premises, (b) construct a demising wall in the Demised Premises, (c) repair the damage to the sidewalk located in the front of the Building and (d) install 480 volt, 3 phase, 400 amp electric service in the Demised Premises. The work described in clauses (a), (b) and (c) of the immediately preceding sentence is hereinafter referred to as the "Additional Landlord's Work"; Landlord's Work and the Additional Landlord's Work are hereinafter referred to collectively as the "Work." The construction and installation of the Additional Landlord's Work will be at Landlord's cost and will not be in included in the Allowance or the amortized Excess Cost.

35.3 Landlord or Tenant shall provide at least fifteen (15) days prior written notice to other party, advising the other party of the date on which Landlord or Tenant, as the case may be, reasonably expects the Work to be substantially completed. Within ten (10) days prior to such date, Landlord and Tenant, or their respective representatives, shall inspect the Demised Premises. If, as a result of Tenant's inspection of the Demised Premises as set forth in this Section 35.3, Tenant discovers material deviations or deficiencies from the Demised Premises Plans and Specifications for Landlord's Work or that the Additional Landlord's Work has not been completed in accordance with this Section 35 to Tenant's reasonable satisfaction, Tenant shall deliver a list of such deviations or deficiencies (the "Punch List Items") to Landlord. Landlord, at its sole cost and expense, shall correct or cure such Punch List Items in a reasonable period of time after Landlord receives the Punch List, but in no event later than thirty (30) days after its receipt of such Punch List Items, provided, however, that until such time as Landlord has

corrected substantially all Punch List Items to Tenant's reasonable satisfaction, Tenant shall not be deemed to have accepted possession of the Demised Premises under this Lease, unless Tenant otherwise specifically agrees in writing at such time. Landlord may enter the Demised Premises at any reasonable time to correct or cure such Punch List Items.

35.4 Landlord shall use reasonable good faith efforts to complete the level of the Work such that Tenant shall be able to access the Demised Premises, for purposes of installing its fixtures and other Tenant's Property, as soon as practically possible. Landlord further agrees to use reasonable good faith efforts to complete the Work as soon as practically possible. If Landlord fails to substantially complete the Work in accordance with this Section 35 by August 1, 2014 and provided Tenant is not the cause of the delay, Tenant shall be entitled to one and a half (1 1/2) days of Rent abatement for each day that such substantial completion is delayed after August 1, 2014. The parties agree that the foregoing Rent abatement is a reasonable approximation of the damages Tenant will suffer from late completion of the Work and is not a penalty. If the Work is not substantially completed by September 1, 2014 and provided Tenant is not the cause of the delay, Tenant may terminate this Lease by written notice to Landlord.

36. Surrender.

Tenant agrees to quit and surrender possession of the Demised Premises to Landlord at the expiration of the Term in at least as good a condition as the Demised Premises existed on the Commencement Date, except for the following: (a) ordinary wear and tear; (b) any appropriation or taking under power of eminent domain or by paramount authority; and (c) damage by fire or other casualty. Upon expiration of the Lease, Landlord, in its sole discretion, may elect to cause the all racking and anchor bolts to be removed from the floor of the Demised Premises and to repair and restore the floor of the Demised Premises to the condition in which it existed prior to the installation of such bolts and repair any or all holes in the walls at the Premises. The parties agree that if this Lease (i) expires at the end of the Initial Term without extension for the Extended Term and (ii) Landlord elects to remove the racking and anchor bolts and repair any or all holes in the walls at the Premises, Landlord and Tenant shall equally share the reasonable costs incurred by Landlord in connection with the removal of the bolts, the repair and restoration of the floor of the Demised Premises and the repair of such holes. In the event this Lease expires following an Extended Term, Landlord shall be solely responsible for the costs associated with removing the bolts, the cost to repair and restore the Demised Premises and the cost to repair such holes. Tenant agrees that it shall pay its share of the costs to remove racking and anchor bolts and repair such holes, if applicable, within thirty (30) days after the date Landlord delivers an invoice to Tenant along with reasonable documentation of such costs. Tenant agrees to broom sweep the Demised Premises before surrendering possession and to repair all holes in the walls at Tenant's cost.

37. Holding Over.

If Tenant remains in possession of the Demised Premises after the expiration of the Term, it shall be deemed to be a tenant from month-to-month only, and the Base Rent shall be increased to an amount equal to one hundred twenty five percent (125%) of the monthly installment of the Base Rent in effect during the last month of the expired Term. Except as aforesaid, such tenancy shall be upon and subject to the terms of this Lease. Either party may terminate such month-to-month tenancy by giving the other at least thirty (30) days prior written notice of its intent to terminate. Nothing herein, however, shall be deemed to grant to Tenant the right to hold over in the Demised Premises beyond the expiration of the Term, and Landlord shall be entitled to all remedies available to it, under this Lease, at law or in equity, as a result of any holding over in the Demised Premises without Landlord's consent.

38. Financial Statements. Intentionally Deleted.

39. Temporary Occupancy. Prior to the Commencement Date, Tenant may occupy a portion of the Building to be designated by Landlord and accepted by Tenant (the "Temporary Space") except that (a) Tenant shall not be obligated to pay Rent for the Temporary Space and (b) Tenant shall accept the Temporary Space in its "as is" condition as of the date Tenant commences such occupancy and neither Landlord nor Tenant shall have any obligation to make any alteration or improvement to the Temporary Space. In addition, Tenant acknowledges and agrees as follows: (a) Tenant's occupancy of the Temporary Space is subject to the building and zoning codes of the City of Wichita; and (b) the occupancy of the Temporary Space shall cease on the Commencement Date.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

"Landlord"

SHANNON NO. 2, L.L.C.,
a Kansas limited liability company

By: _____

Name: David Shannon

Title: Manager

"Tenant"

CROWN EQUIPMENT CORPORATION,
an Ohio corporation

By: _____

Name: _____

Title: _____

777432.2

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

"Landlord"

SHANNON NO. 2, L.L.C.,
a Kansas limited liability company

By: _____

Name: _____

Title: _____

"Tenant"

CROWN EQUIPMENT CORPORATION,
an Ohio corporation

By: _____

Name: _____

Title: _____

777432.2

ANNEX "A"

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM TO LEASE AGREEMENT (this "Addendum") is made and entered into to be effective on this 25th day of April, 2014, by and between **SHANNON NO. 2, L.L.C.**, a Kansas limited liability company (the "Landlord") and **CROWN EQUIPMENT CORPORATION**, an Ohio corporation (the "Tenant").

WITNESSETH THAT:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated April 25, 2014 (the "Lease") covering the Demised Premises located in a commercial industrial warehouse and distribution facility commonly known as 2113 South West Street, Wichita, Kansas, 67213 (the "Property"), as more fully described in the Lease; and

WHEREAS, the Landlord financed the Building and related improvements of which the Demised Premises are a part by means of the issuance of certain Taxable Industrial Revenue Bonds (the "Bonds") issued by the City of Wichita, Kansas (the "City") (the "Bond Transaction") pursuant to the terms of a Trust Indenture (the "Indenture") entered into by and between the City, as issuer, and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee");

WHEREAS, as part of the Bond Transaction, Landlord transferred and conveyed the Property to the City and subsequent thereto the City and Landlord entered into a lease by and between the City, as landlord, and Landlord, as tenant (the "Bond Lease"); and

WHEREAS, In order to satisfy the requirements of the Bond Transaction, Landlord and Tenant desire to amend the Lease for the purpose of modifying certain terms and conditions set forth in the Lease.

NOW THEREFORE, in consideration of the foregoing recitations, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. Terms used in this Addendum beginning with a capital letter which are not defined herein, shall have the meaning given to such terms in the Lease. A copy of the Bond Lease is attached hereto as Exhibit "A" and made a part hereof for all purposes.

2. Termination of Exemption. The parties acknowledge that the Landlord entered into the Bond Transaction, in part, to obtain an exemption from ad valorem taxes for the Building, which exemption will benefit both Landlord and Tenant. Tenant covenants that it will cooperate with Landlord to make the necessary filings in connection with the Bond Transaction in order to maintain the ad valorem tax exemption (provided the failure to maintain such tax exemption, regardless of reason, shall not constitute default of the Landlord or the Tenant under the Lease). Tenant acknowledges and agrees that in the event that the Building should no longer be exempt from ad valorem taxes, Tenant will pay Tenant's Share of ad valorem taxes, as provided in Section 5 of the Lease and in accordance with the terms and conditions of that Section. In the event that the Bonds should no longer be outstanding, regardless of the reason, Landlord shall give Tenant written notice thereof, and the terms and provisions of this Addendum shall automatically terminate, provided however, the Lease and all other amendments thereto shall remain in full force and effect subject to the terms and conditions set forth therein.

3. Amendment to Section 4 "Use of Premises; Permitted Use". The parties agree that Section 4 of the Lease is hereby amended by inserting the following at the end of such Section:

> "Tenant shall use commercially reasonable efforts to (i) comply with all the terms and conditions of Section 28.04 of the Bond Lease and (ii) have an approved Equal Employment Opportunity/Affirmative Action Plan submitted to and on file with the City. Tenant agrees to demonstrate a good faith effort to achieve its proposed employment goals and/or Equal Opportunity/Affirmative Action goals. The failure of Tenant to demonstrate a good faith effort to achieve its employment goals and/or Equal Opportunity/Affirmative Action goals may result in the City revoking the ad valorem tax abatements by either imposing an annual payment-in-lieu of taxes or by declining to make the annual exemption filing with the Sedgwick County Appraiser's office, in such an event Tenant will be required to pay its proportionate share of ad valorem taxes or payments in lieu of taxes, as the case may be. Such failure by Tenant and/or revocation by the City shall not be a default or breach by Tenant under this Lease. "

4. Amendment to Section 11 "Access to Premises". The parties agree that Section 11 of the Lease is hereby amended by inserting the following at the end of such Section:

> "Subject to Article XXVI of the Bond Lease, the City, for itself and duly authorized representatives and agents, including the Trustee and Bondowners (as defined in the Indenture), reserves the right to enter the Demised Premises at all reasonable times during usual business hours of Tenant throughout the Term, upon not less than twenty-four (24) hours' advance notice to the Tenant (except in an emergency) and at the City's and its duly authorized representatives' and agents' sole risk, for the purpose of (a) examining and inspecting the same, (b) performing such work as may be made necessary by reasons of Landlord's default under the Bond Lease, and (c) while an Event of Default (as defined under the Bond Lease) is continuing, and with reasonable notice to the Tenant for the purpose of exhibiting the Demised Premises to prospective purchasers or lessees; provided, however that the City and the Bondowners (as defined in the Indenture) shall agree to take such measures as Landlord or Tenant may reasonably require for the purpose of complying with security procedures and laws and regulations applicable to Landlord or Tenant such as HIPAA. Only during the continuance of an Event of Default by Tenant under this Lease, the City may, during the progress of said work mentioned in (b) above, keep and store on the Demised Premises, at the City's sole risk of loss and without any obligation of Tenant to safeguard, all necessary materials, supplies and equipment and shall not be liable for necessary inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment, provided that the storage of such materials by the City shall not materially interfere with Tenant's access to or use or enjoyment of the Demised Premises or the conduct of Tenant's operations therein."

5. Amendment to Section 12 "Assignment and Subletting". The parties agree that Section 12 of the Lease is hereby amended by inserting the following at the end of such Section as a new subsection (d):

> "(d) In addition to the terms, conditions and provisions set forth in subsections (b) and (c) above, Tenant shall not assign its interest in and to the Lease or sublease the Demised Premises without the prior written consent of the City and the owners of the Bonds,

which consent shall be filed with the Trustee. Notwithstanding the foregoing, in the event any assignment or transfer of this Lease by the Tenant pursuant to this Section 12 results in the City revoking the ad valorem tax abatements by either imposing payments in lieu of taxes or by declining to make the annual exemption filing with the county appraiser's office pursuant to Section 7.05 of the Bond Lease, Tenant and the successor tenant (their liability being joint and several) shall pay Tenant's Share of the property taxes imposed or assessed as a result of such transfer or assignment to the appropriate governmental authority when due and payable, subject to Tenant's right to contest such taxes or payments pursuant to Section 5.2 of this Lease. Notwithstanding any statement to the contrary contained in this subsection (d), the City agrees that the consent of Landlord shall not be required with respect to a Change of Control of Tenant or the assignment, sublease or transfer of the Lease to an affiliate of Tenant, which shall mean any Person controlling, under control of, or under the common control with Tenant."

6. Amendment to Section 14 "Indemnity". The parties agree that Sections 14.1 of the Lease is hereby amended by deleting such Section in its entirety and replacing such Section with the following:

"14.1 Except as provided in Section 21 hereof which governs environmental matters exclusively, from and after the Commencement Date until the expiration or earlier termination of this Lease, except for the negligence or willful misconduct of the City and/or Landlord and their officers, agents, servants, employees, contractors, licensees, assignees and sublessees, Tenant shall indemnify and save harmless Landlord and City from and against any and all liability, damage, costs, penalties or judgments arising from injury to person or property sustained by anyone in and about the Property to the extent resulting from, related to or in connection with: (a) any acts or omissions of Tenant, or Tenant's officers, agents, servants, employees, contractors, licensees, assignees or sublessees; (b) from the operation or management, maintenance, repair, use or occupation of the Demised Premises by Tenant, or Tenant's officers, agents, servants, employees, contractors, licensees, assignees or sublessees; (c) from any breach or default on the part of Tenant in the performance of any covenant or agreement made under this Lease; and (d) from any accident, injury or damage whatsoever occurring during the Term hereof, or having a genesis during the Term hereof, in or about the Demised Premises caused by the negligence or willful misconduct of Tenant, its agents, employees, contractors, licensees and invitees. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord and/or the City or in which Landlord and/or the City may be impleaded with others upon any such above mentioned matter, claim or claims, except as may result from the acts set forth in Section 14.2."

7. Amendment to Section 15.2 "Landlord's Insurance". The parties agree that Section 15.2 of the Lease is hereby amended by inserting the following at the end of such Section:

"The City and Trustee shall be named as additional insureds on the casualty property insurance policies."

8. Amendment to Section 15.3 "Insurance Requirements". The parties agree that Section 15.3 of the Lease is hereby amended by deleting such Section in its entirety and replacing it with the following:

"15.3 Insurance Requirements. At the request of Landlord, Tenant shall provide Landlord with certificate(s) of insurance evidencing compliance with the insurance

requirements set forth in Section 15.1 hereof. Certificate(s) will provide that Landlord, the City and the Trustee shall be named an additional insured on all liability policies (except Workers' Compensation, Products Liability and Employers Liability). Such certificate(s) shall provide that Tenant, Landlord, the City, Original Purchaser (as defined in the Indenture) and Trustee shall receive thirty (30) days prior written notice from the insurer of any termination or material reduction in the amount or scope of coverage as to any such liability insurance policy. Landlord warrants and represents such Original Purchaser to be INTRUST Bank, N.A. (the "Bank") with respect to the Series V, 2013 Bonds and Landlord with respect to the Series VI, 2013 Bonds. All insurance policies required pursuant to this Section 15 shall be written by insurance companies qualified to sell insurance in the State of Kansas."

9. Amendment to Section 19 "Subordination". The parties agree that Section 19 of the Lease is hereby amended by inserting the following at the end of such Section:

"This Lease shall also be subordinate and subject to all the terms and conditions of the Bond Lease. Tenant acknowledges that this Lease and all the rentals due hereunder will be assigned to the City and/or Trustee as part of the Bond Transaction. Should either the City or the Trustee succeed to the interest of Landlord hereunder, the Trustee, whether in its capacity as trustee or Bondholder, shall perform all the duties and obligations of Landlord hereunder including the covenant of quiet enjoyment as contemplated by Section 20.

10. Amendment to Section 20 "Quiet Enjoyment". The parties agree that Section 20 of the Lease is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Landlord represents and agrees that (a) the City is the lawful owner of the Demised Premises, (b) Landlord has the right, under the Bond Lease, to make this Lease for the term aforesaid and (c) the Bond Lease is in full force and effect on the date of this Lease without default by Tenant. Landlord covenants and agrees that if Tenant shall pay the rentals performed by Tenant, Tenant may peaceably and quietly occupy and enjoy the full possession of the Demised Premises during the Term and any extension thereof (if applicable), without molestation or hindrance of Tenant by Landlord, the City, the Trustee or any person(s) claiming under or through Landlord."

11. Amendment to Section 21.5(a) "Environmental Matters". The parties agree that Section 21.5(a) of the Lease is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Tenant shall indemnify, defend, protect and hold Landlord and City harmless from and against any and all damages, claims, liabilities, penalties, losses and reasonable expenses, attorney's fees, consultation and expert fees (hereinafter collectively referred to as "Claims"), to which Landlord or City may be subjected as a result of Tenant's breach of its warranties herein, or arising out of or involving the release of any Hazardous Materials in, on, under or about the Demised Premises caused by Tenant's use of and operations of the Demised Premises (for the sake of clarity, such indemnity shall not apply to liabilities resulting from environmental contaminations primarily caused by the City's or Landlord's own agents or employees or other third parties).

12. Amendment to Section 21.5(b) "Environmental Matters". The parties agree that Section 21.5(b) of the Lease is hereby amended by deleting such Section in its entirety and replacing it with the following:

> "Landlord shall indemnify, defend, protect and hold Tenant and City harmless from and against any and all damages, claims, liabilities, penalties, losses and reasonable expenses, attorney's fees, consultation and expert fees (hereinafter collectively referred to as "Claims"), to which Tenant or City may be subjected as a result of: (a) Landlord's breach of its warranties or obligations herein, (b) or arising out of or involving the release of any Hazardous Materials in, on, under or about the Demised Premises caused by Landlord or its employees, agents or contractors; (c) the Existing Environmental Condition or any other release or presence of Hazardous Materials existing or occurring prior to the date of this Lease in, on, under, from or about the Demised Premises; or (d) any Claims arising out of the performance or the adequacy of performance of Landlord's obligations hereunder. Tenant agrees to give prompt written notice to Landlord of any violation of any environmental law of which violation Tenant has actual knowledge."

13. Amendment to Section 27 "Certificates". The parties agree that Section 27 of the Lease is hereby amended by inserting the words "the City," immediately before the phrase "mortgagee or purchaser" set forth in the first sentence of such Section.

14. Amendment to Section 33 "Entire Agreement". The parties agree that Section 33 of the Lease is hereby amended by deleting such Section in its entirety and replacing it with the following:

> "This Lease, including all exhibits attached hereto, is subordinate and subject to the Bond Lease, constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. There are no verbal understandings, agreements or representations or warranties which are not set forth herein. This Lease may not be amended except in writing signed by duly authorized representative of both parties and a duly authorized representative of the Trustee."

15. Amending Effect. The Lease is hereby amended to conform to the provisions of this Addendum. If any of the terms or provisions of the Lease conflict with the terms of this Addendum, the terms of this Addendum shall control. The Lease, as amended hereby, shall remain in full force and effect and is hereby affirmed and ratified by the parties.

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

17. Counterparts. This Addendum may be executed in separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. Further, this Addendum may be executed by both Landlord and Tenant by facsimile signature, such that execution of this Addendum by facsimile signature shall be deemed effective for all purposes as though this Addendum was executed as a "blue ink" original.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Addendum to Lease Agreement to be executed to be effective as of the day and year first above written.

"Landlord"

SHANNON NO. 2, L.L.C.,
a Kansas limited liability company

By: _____

Name: David Shannon

Title: Manager

"Tenant"

CROWN EQUIPMENT CORPORATION,
an Ohio corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Addendum to Lease Agreement to be executed to be effective as of the day and year first above written.

"Landlord"

SHANNON NO. 2, L.L.C.,
a Kansas limited liability company

By: _____

Name: _____

Title: _____

"Tenant"

CROWN EQUIPMENT CORPORATION,
an Ohio corporation

By: _____

Name: Barbara L. Smith

Title: Assistant Treasurer

EXHIBIT "A" TO ANNEX "A"
Bond Lease

[Attached hereto.]

LEASE

CITY OF WICHITA, KANSAS,
as Issuer

and

SHANNON NO. 2, L.L.C.,
as Tenant

$2,888,000
Industrial Revenue Bonds
Series V, 2013
(Shannon No. 2, L.L.C.)
(Taxable Under Federal Law)

And

Not to Exceed $612,000
Subordinated Industrial Revenue Bonds
Series VI, 2013
(Shannon No. 2, L.L.C.)
(Taxable Under Federal Law)

Dated as of July 15, 2013

4822-4428-8492.6

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LEASE

THIS LEASE, made and entered into as of July 15, 2013 (this "Lease"), between **THE CITY OF WICHITA, KANSAS** (the "Issuer"), and **SHANNON NO. 2, L.L.C.** (the "Tenant").

W I T N E S S E T H :

WHEREAS, the Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State, believing itself to have full lawful power and authority to enter into this Lease by and through its governing body; and

WHEREAS, the Issuer, in furtherance of the purposes and pursuant to the provisions of the laws of the State, particularly K.S.A. 12-1740 *et seq.*, as amended (the "Act"), and in order to provide for the economic development and welfare of the City of Wichita, Kansas, and its environs and to provide employment opportunities for its citizens and to promote the economic stability of the State, intends to:

(a) acquire and construct the Project (as defined in the Indenture);

(b) lease the Project to the Tenant for the rentals and upon the terms and conditions hereinafter set forth;

(c) issue, for the purpose of paying Project Costs (as defined in the Indenture), the Bonds under and pursuant to and subject to the provisions of the Act and the Indenture (herein defined), said Indenture being incorporated herein by reference and authorized by an ordinance of the Governing Body of the Issuer; and

(d) grant the Tenant an option to purchase the Project; and

WHEREAS, the Tenant, consistent with the foregoing intent of the Issuer, desires to lease the Project from the Issuer for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged, the Issuer and the Tenant do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS; REPRESENTATIONS AND COVENANTS

Section 1.01. Definitions. Capitalized terms not otherwise defined in this Lease shall have the meanings set forth in Appendix B to the Indenture. In addition to the words, terms and phrases defined in Appendix B to the Indenture and elsewhere in this Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth in the Glossary of Words and Terms attached as Appendix C, unless the context or use indicates another or different meaning or intent.

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Section 1.02. Representations and Covenants by Tenant. The Tenant makes the following covenants and representations as the basis for the undertakings on its part herein contained until the expiration of the Term of the Lease:

(a) The Tenant is a limited liability company, duly organized and existing under the laws of the State, with lawful power and authority to enter into this Lease, acting by and through its duly authorized manager.

(b) The Tenant shall (i) maintain and preserve its existence and organization as a limited liability company in the State and to operate the Project; (ii) shall not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (1) securing the prior written consent thereto of the Issuer and (2) making provision for the payment in full of the principal of and interest and redemption premium, if any, on the Bonds.

(c) To the Tenant's knowledge, neither the execution and/or delivery of this Lease, the consummation of the transactions contemplated hereby or by the Indenture, nor the fulfillment of or compliance with the terms and conditions of this Lease contravenes in any material respect any provision of its articles of organization, or operating agreement or conflicts in any material respect with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Tenant is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage or any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Tenant under the terms of any mortgage, debt, agreement, indenture or instrument, or violates in any material respect any existing law, administrative regulation or court order or consent decree to which the Tenant is subject.

(d) This Lease constitutes a legal, valid and binding obligation of the Tenant enforceable in accordance with its terms.

(e) The Tenant agrees to operate and will operate the Project, or cause the Project to be operated, as a "facility," as that term is contemplated in the Act.

(f) The estimated total cost of the Improvements to be financed by the Bonds, plus interest on the Bonds during acquisition, construction and installation of the Improvements, and expenses anticipated to be incurred in connection with the issuance of the Bonds, is not less than the aggregate face amount of the Bonds.

(g) Except as provided herein, the Tenant will not, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against the Project, except for this Lease, any Permitted Encumbrances, any Impositions and the pledge of the Project pursuant to the Indenture.

Section 1.03. Representations and Covenants by the Issuer. The Issuer makes the following representations and covenants as the basis for the undertakings on its part herein contained. To the best of the Issuer's knowledge and belief:

(a) It is a municipal corporation incorporated as a city of the first class, duly organized under the constitution and laws of the State. Under the provisions of the Act and the ordinance authorizing the issuance of the Bonds and this Lease, the Issuer has the power to enter into and perform the transactions contemplated by the Lease and the Indenture and to carry out its obligations hereunder or thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against the Project, except for this Lease, any Permitted Encumbrances, any Impositions and the pledge of the Project pursuant to the Indenture.

(c) Except as otherwise provided herein or in the Indenture, it will not during the Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance (other than Permitted Encumbrances) to be placed against, the Project, except this Lease, any Impositions and the pledge of the Project pursuant to the Indenture.

(d) It has duly authorized the execution and delivery of this Lease and the Indenture and the issuance, execution and delivery of the Bonds.

(e) It has obtained the consent to and/or approval of the issuance of the Bonds by each municipal corporation and political subdivision the consent or approval of which is required by the provisions of the Act.

ARTICLE II

GRANTING OF LEASEHOLD

The Issuer by these presents hereby rents, leases and lets unto the Tenant and the Tenant hereby rents, leases and hires from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth, the Project for the Basic Term, subject to the restriction during the Term of the Lease that no existing building nor any building which is constructed or placed upon the Land, either temporarily or permanently, shall be used for the purpose of housing any multigame, casino-style gambling on the premises.

ARTICLE III

RENT

Section 3.01. Basic Rent. The Issuer reserves and the Tenant covenants and agrees to pay to the Trustee hereinafter and in the Indenture designated, for the account of the Issuer and during the Basic Term, for deposit in the Principal and Interest Payment Account referred to herein and in the Indenture established, on each Basic Rent Payment Date, Basic Rent in

immediately available funds; provided, however that the Tenant may pay Basic Rent directly to the Owner of the Bonds as provided in the Indenture.

Section 3.02. Presentation of Bonds in Satisfaction of Rent. In the event the Tenant acquires any Outstanding Bonds, the Tenant may present the same to the Issuer for cancellation, and upon such cancellation, the Tenant's obligation to pay Basic Rent shall be reduced accordingly, but in no event shall the Tenant's obligation to pay Basic Rent be reduced in such a manner that the Trustee shall not have on hand in the Principal and Interest Payment Account funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on Outstanding Bonds as and when the same shall become due and payable in accordance with the provisions of the Indenture.

Section 3.03. Additional Rent. Within 30 days after receipt of written notice thereof, the Tenant shall pay any Additional Rent required to be paid pursuant to this Lease.

Section 3.04. Rent Payable Without Abatement or Setoff. The Tenant covenants and agrees with and for the express benefit of the Issuer and the Bondowners that all payments of Basic Rent and Additional Rent shall be made by the Tenant as the same become due, and that the Tenant shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the Issuer's interest in the Project or any part thereof is transferred, defective or nonexistent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Tenant, any change in the tax or other laws of the United States of America, the State, or any municipal corporation of either, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Lease, and the Tenant hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Lease or which releases or purports to release the Tenant therefrom. Nothing in this Lease shall be construed as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Lease that the Tenant shall be unconditionally and absolutely obligated to perform in full all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners.

Section 3.05. Prepayment of Basic Rent. The Tenant may at any time prepay all or any part of the Basic Rent without penalty or premium and shall do so in connection with any exercise of options under Section 17.01.

Section 3.06. Deposit of Rent by Trustee. As assignee of the Issuer's rights hereunder, the Trustee shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Lease and the Indenture.

ARTICLE IV

DISPOSITION OF ORIGINAL PROCEEDS; PROJECT FUND

Section 4.01. Disposition of Original Proceeds. The Original Proceeds shall be paid over to the Trustee for the account of the Issuer. The Trustee shall pay from such Original Proceeds into the Principal and Interest Payment Account the full amount of any accrued interest received upon such sale. The remainder of such proceeds shall be deposited by the Trustee in the Project Fund to be used and applied as provided in this Lease and the Indenture, except that Costs of Issuance may be paid from the Project Fund without further order or authorization.

Section 4.02. Funding of Project Fund.

(a) Prior to the Completion Date for a portion of the Project, the Project Fund will be funded by the Original Purchaser of the Series VI, 2013 Bonds in one or more installments as request for disbursements in the form attached to this Lease as Appendix A are submitted to and approved by the Trustee. Without the consent of the Trustee, the Tenant shall not submit more than two requests for disbursement per month. In accordance with the Bond Placement Agreement for the Series VI, 2013 Bonds, the Original Purchaser of the Series VI, 2013 Bonds shall disburse installments to the Trustee, for deposit in the Project Fund, as the acquisition and construction of the Project progresses.

(b) The obligation of the Original Purchaser of the Series VI, 2013 Bonds to fund a portion of the Project Fund ceases upon the earlier of the Completion Date or the advancement of maximum principal amount of the Series VI, 2013 Bonds.

ARTICLE V

PROJECT PURCHASE AND COMPLETION

Section 5.01. Acquisition of Land and Improvements. The Tenant shall cause the Original Purchasers prior to or concurrently with the issuance of the Bonds to deliver, or cause to be delivered, to the Issuer sufficient Bond proceeds for the Issuer to acquire title to the Land described in Schedule I and such of the Improvements as are then completed, installed or in progress. The Tenant shall also concurrently with such conveyance make provisions for the discharge of any liens or encumbrances incurred by it or others in connection with the construction, installation or development of the Improvements other than Permitted Encumbrances.

Section 5.02. Environmental Matters. An Environmental Assessment was obtained by the Tenant which, except as provided herein, revealed no evidence on the Project of Hazardous Substances or other materials defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance or similar term defined by CERCLA or any other Environmental Law, the removal of which is required by the provisions of any applicable Environmental Law, or the maintenance of which is not in compliance with any such law. The Tenant has received a letter from the Kansas Department of Health and Environment ("KDHE") dated December 15, 2008, identifying certain contamination in groundwater on the Project site and determining that no further action is necessary by the Tenant or its successors

and assigns who are not otherwise responsible parties with respect to the contaminate; provided the Tenant and successive property owners fully cooperate and allow reasonable access to the Project site for any future investigation or remedial action in accordance with the terms of such letter. The Tenant and the Issuer agree to provide such access.

The Tenant acknowledges that it is responsible for maintaining the Project in compliance with all applicable Environmental Laws. In the event that the Tenant does not proceed with any compliance action with respect to the Project lawfully required by any local, state or federal authority under applicable Environmental Law, within 30 days of written notice, the Issuer, after such 30-day notice to the Tenant has elapsed, may elect (but may not be required) to undertake such compliance. Any moneys expended by the Issuer in efforts to comply with any applicable Environmental Law (including the cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Tenant to the extent of any liability incurred by the Issuer with respect to any breaches of the provisions of this Section.

The Tenant shall and does hereby indemnify the Issuer, the Trustee and the Bondowner of the Series V, 2013 Bonds and agrees to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the project of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether before, during or after the term of this Lease, including claims relating to personal injury or damage to property.

The Tenant agrees to give prompt written notice to the Issuer, the Bondowner of the Series V, 2013 Bonds and the Trustee of any violation of any Environmental Law of which violation Tenant has actual knowledge.

Section 5.03. Project Contracts. Prior to the delivery of this Lease, the Tenant may have entered into a contract or contracts with respect to the acquisition and/or construction of the Improvements. Those contracts, and any such contracts entered into by the Tenant or the Issuer after delivery of this Lease are hereinafter referred to as the "Project Contracts." Prior to the delivery hereof, certain work has been or may have been performed on the Improvements pursuant to said Project Contracts or otherwise. The Tenant hereby conveys, transfers and assigns to the Issuer all of the Tenant's rights in, but not its obligations under, the Project Contracts and the Tenant will continue to act for the purpose of executing and performing the Project Contracts. After the execution hereof, the Tenant shall cause the Project Contracts to be fully performed by the contractor(s), subcontractor(s) and supplier(s) thereunder in accordance with the terms thereof, and the Tenant covenants to cause the Improvements to be acquired, constructed and/or completed in accordance with the Project Contracts. Any and all amounts received by the Issuer, the Trustee or the Tenant from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund. The Tenant warrants that the construction and/or acquisition of the Improvements

in accordance with said Project Contracts will result in the Project being suitable for use by the Tenant as a commercial facility.

Section 5.04. Payment of Project Costs for Buildings and Improvements. The Issuer hereby agrees to pay for the acquisition or construction of the Improvements, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for the same, but solely to the extent such payment is possible from monies from the Project Fund, from time to time, while the Tenant is in compliance with the requirements of Section 6.01 hereof, upon receipt by the Trustee of a certificate signed by the Authorized Tenant Representative in the form set forth by Appendix A hereto which is incorporated herein by reference. With regard to materials and/or labor furnished to the Project at the order of the Tenant without formal contract, or by subcontract with the Tenant acting as general contractor, which could form the basis of a statutory mechanic's or subcontractor's lien, the Trustee may disburse payment therefor upon receipt of releases or waivers of statutory mechanic's or subcontractor's liens by all vendors or subcontractors receiving payment or furnishing labor or materials as a subcontractor of the vendor or subcontractor receiving payment; provided, however, no releases or waivers are required as long as Tenant maintains a statutory lien bond covering such liens.

The sole obligation of the Issuer under this paragraph shall be to authorize the Trustee to make such disbursements upon receipt of such certificates. The Trustee may rely fully on such directions and shall not be required to make any investigation in connection therewith, except that the Trustee shall investigate requests for reimbursements by the Tenant directly to the Tenant and shall require such supporting evidence as would be required by a reasonable and prudent trustee.

Section 5.05. Reserved.

Section 5.06. Completion of Project. The Tenant covenants and agrees to proceed diligently to complete the Improvements on or before the Completion Date. Upon completion of the Improvements, the Tenant shall cause the Authorized Tenant Representative to deliver a Certificate of Completion, in the form substantially as attached hereto as Appendix B, to the Trustee. In the event funds remain on hand in the Project Fund on the date the Certificate of Completion is furnished to the Trustee or on the Completion Date, whichever shall first occur, such remaining funds shall be transferred by the Trustee to the Principal and Interest Payment Account on the earlier of receipt of the Certificate of Completion or the first Business Day following three months after the date that the last disbursement from the Project Fund was made by the Trustee for the payment the costs for the repair, improvement or construction of the Project.

Section 5.07. Deficiency of Project Fund. If the Project Fund shall be insufficient to pay fully all Project Costs and to fully complete the Improvements, lien free (except for Permitted Encumbrances), the Tenant covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same shall become due, and the Tenant shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 5.08. Right of Entry by Issuer. The duly authorized agents of the Issuer and the Bondowner of the Series V, 2013 Bonds shall have the right at any reasonable time and upon reasonable notice to the Tenant prior to the completion of the Improvements to have access to the Project or any part thereof for the purpose of inspecting the acquisition, installation or construction thereof.

Section 5.09. Machinery, Furnishings and Equipment Purchased by the Tenant. If no part of the purchase price of an item of machinery, equipment, furnishings or personal property is paid from funds deposited in the Project Fund pursuant to the terms of this Lease, then such item of machinery, equipment, furnishings or personal property shall not be deemed a part of the Project.

Section 5.10. Project Property of Issuer. All Improvements, all work and materials on the Improvements as such work progresses, any Project Additions, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Tenant under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the property of the Issuer. In the event this Lease is deemed to be a security agreement with respect to any of such Improvements or Project Additions, the Tenant hereby grants the Issuer a security interest in the Improvements and Project Additions, and all attachments, accessions, additions, substitutions, replacement and proceeds thereof (including insurance proceeds) (collectively, "Collateral") to secure all payments of Basic Rent and Additional Rent and all obligations, covenants and agreements to be performed by the Tenant hereunder, and agrees that this security interest shall be prior to all other security interests in the Collateral other than the Permitted Encumbrances.

ARTICLE VI

INSURANCE

Section 6.01. Liability Insurance. As a condition precedent to payment of Costs of Issuance or disbursement of funds from the Project Fund pursuant to Article V hereunder, the following policies of insurance shall be in full force and effect:

(a) Comprehensive general liability insurance covering the Tenant's operations in or upon the Project (including coverage for all losses whatsoever arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Tenant shall be named as insured and the Issuer and the Trustee shall be named as additional insureds, as their interests in the Project shall appear, in an amount not less than $500,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the Issuer, the Tenant, the Bondowner of the Series V, 2013 Bonds and the Trustee, such insurance to be maintained throughout the life of this Lease. The policy should include blanket contractual liability coverage, independent contractors coverage and broad form property damage coverage.

(b) Worker's compensation with statutory benefits including employers liability in such amount as is satisfactory to Bondowner of the Series V, 2013 Bonds, or, if such limits are established by law, in such amounts.

Section 6.02. Property Insurance. The Tenant shall and covenants and agrees that it will, throughout the Term at its sole cost and expense, keep the Improvements continuously insured against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage insurance endorsements then in use in the State in an amount equal to the Full Insurable Value thereof in such insurance company or companies as it may select, with such terms, limits and deductibles consistent with businesses similar to the Project and not otherwise inconsistent with the terms of this Lease.

Section 6.03. General Insurance Provisions.

(a) Prior to the expiration dates of the expiring policies, or within 30 days of renewal, certificates of the policies provided for in this Article shall be delivered by the Tenant to the Trustee. All policies of such insurance and all renewals thereof shall name the Tenant as insured and the Issuer and the Trustee as additional insureds and loss payees as their respective interests may appear, shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least 10 days' written notice to the Issuer, the Tenant, the Bondowner of the Series V, 2013 Bonds and the Trustee and shall be payable to the Issuer, the Tenant and the Trustee as their respective interests appear. The Issuer and the Tenant each hereby agree to take appropriate action, be it the endorsement of checks or otherwise, to cause any such payment to be made to the Trustee, as long as such payment is required by this Lease to be made to the Trustee. Any charges made by the Trustee for its services shall be paid by the Tenant.

(b) Each policy of insurance hereinabove referred to shall be issued by an insurance company qualified under the laws of the State to assume the risks covered therein.

(c) Certificates of insurance evidencing the insurance coverage herein required shall be filed with the Trustee continuously during the term of this Lease, or immediately upon the change or transfer of such insurance coverage.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by the Tenant.

(f) Anything in this Lease to the contrary notwithstanding, the Tenant shall be liable to the Issuer and the Trustee pursuant to the provisions of this Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of the Tenant, its agents, licensees, contractors, invitees or employees.

Section 6.04. Evidence of Title. As a condition precedent to payment of Costs of Issuance or disbursement of funds from the Project Fund pursuant to Article V hereunder, the Tenant shall purchase a policy of owner's title insurance, insuring the Issuer's fee simple title to the Land, subject to Permitted Encumbrances, in an amount equal to the value of the Land and

building Improvements becoming a part of the Project. Such policy shall contain (i) full coverage against mechanic's liens and (ii) no survey exceptions not approved by the Original Purchaser of the Series V, 2013 Bonds. The Issuer and the Tenant agree that any and all proceeds therefrom during the Basic Term (a) if received before the completion of the building Improvements shall be paid into and become a part of the Project Fund, (b) if received thereafter but before the Bonds and interest thereon have been paid in full, shall be paid into and become a part of the Principal and Interest Payment Account, and (c) if received after the Bonds and interest thereon have been paid in full, shall belong and be paid to the Tenant.

ARTICLE VII

IMPOSITIONS

Section 7.01. Impositions. The Tenant shall, during the Term of this Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Tenant shall be required to pay only such installments thereof as become due and payable during the life of this Lease as and when the same become due and payable.

Section 7.02. Receipted Statements. Unless the Tenant exercises its right to contest any Impositions in accordance with Section 7.04 hereof, the Tenant shall, within 30 days prior to the last day for payment, without penalty or interest, of an Imposition which the Tenant is required to bear, pay and discharge the same pursuant to the terms hereof, and deliver to the Issuer a suitable copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.03. Issuer May Not Sell. The Issuer covenants that except pursuant to Article XX hereof after an Event of Default has occurred and is continuing, without the Tenant's written consent, unless required by law, it will not sell or otherwise part with or encumber its ownership interest in the Project at any time during the Term of this Lease without the Tenant's consent.

Section 7.04. Contest of Impositions. The Tenant shall have the right, in its own or the Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted at least 10 days before the Imposition complained of becomes delinquent if, and provided, the Tenant (i) before instituting any such contest, shall give the Issuer and the Trustee written notice of its intention to do so and, if requested in writing by the Issuer, shall deposit with the Trustee a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs, and (ii) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Tenant shall hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest due to the Issuer's ownership of the Project.

Section 7.05. Ad Valorem Taxes. Except for any portion of the Project which is used as a retail enterprise identified under the standard industrial classifications codes, major groups 52 through 59, inclusive, as described in K.S.A. 79-201a, as amended, the parties acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property acquired, constructed or purchased with the proceeds of the Bonds is entitled to exemption from ad valorem taxation for an initial 5-year period beginning in the year after the issuance of the applicable series of Bonds, and for any additional 5-year period for a total of 10 years, if such additional 5-year period is approved by the then current Governing Body of the Issuer, provided the Issuer has complied with certain notice, hearing and procedural requirements established by law, and proper application has been made. Issuer covenants that, as long as any of the Bonds are Outstanding and except as otherwise provided herein, it will not voluntarily take any action intended to cause or induce the levy or assessment of ad valorem taxes on the Improvements financed with the Bonds for such 10-year period beginning in the year following the issuance of the applicable series of Bonds. Issuer further covenants that it will reasonably cooperate with the Tenant to make all necessary filings regarding the application for such ad valorem tax exemption on or before March 1, in each year and will cooperate with the Tenant in regard to any necessary supplemental filings and annual filings from time to time in an effort to maintain such ad valorem tax exemption in full force and effect

Notwithstanding any of the foregoing provisions, if the Tenant fails to demonstrate a good faith effort to achieve its proposed employment goals or its Equal Opportunity/Affirmative Action goals, the Issuer may revoke the tax exemption by either imposing payments in lieu of taxes (which the Tenant hereby agrees to pay) or by declining to make the annual exemption filing with the County Appraiser's Office. Further, the Tenant agrees to pay a ratable payment in lieu of taxes for any portion or portions of the Project not used by the Tenant. Any required payment in lieu of taxes shall be due on the same date general ad valorem taxes are due.

ARTICLE VIII

USE OF PROJECT

Subject to the provisions of this Lease, the Tenant shall have the right to use the Project for any and all purposes allowed by law and contemplated by the constitution of the State and the Act. The Tenant shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease. The Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Tenant to comply with the provisions of this Article.

ARTICLE IX

SUBLEASE; ASSIGNMENT

Section 9.01. Sublease by the Tenant. The Tenant may sublease all or a portion of the Project for use by others in the normal course of its business with the prior consent of the Issuer and the Owner of all of the Outstanding Series V, 2013 Bonds. In the event of any such subleasing, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Issuer or the Trustee and any such subtenant shall relieve the Tenant of any of its duties and obligations hereunder.

Any such sublease shall be subject and subordinate in all respects to the provisions of this Lease.

Section 9.02. Assignment by the Tenant. The Tenant may assign or mortgage its interest or any part hereof in this Lease with the prior written consent of the Issuer and the Owner of all of the Outstanding Series V, 2013 Bonds. In the event of any such assignment, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the Issuer or the Trustee and any such assignee shall relieve the Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section.

Section 9.03. Release of the Tenant. If, in connection with an assignment by the Tenant of its interest in this Lease, (a) the Issuer and the Owner of all of the Outstanding Series V, 2013 Bonds (including any Additional Bonds) shall file with the Trustee their prior written consent to such assignment and (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Tenant under this Lease; then Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.04. Mergers and Consolidations. Notwithstanding the provisions of Sections 9.02 and 9.03 above, if the Tenant shall assign or transfer, by operation of law or otherwise, its interests in this Lease in connection with a transaction involving the merger or consolidation of the Tenant with or into, or a sale, lease or other disposition of all or substantially all of the property of the Tenant as an entirety to another person, association, corporation or other entity, and (a) the Issuer and the Owner of all of the Outstanding Series V, 2013 Bonds shall file with the Trustee their prior written consent to such assignment or transfer, and (b) the proposed assignee, transferee or surviving corporation shall expressly assume and agree to perform all of the obligations of the Tenant under this Lease and the Administrative Service Fee Agreement and obligations of the Guarantors under the Guaranty with regard to the Series V, 2013 Bonds; then and in such event the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment or transfer.

Section 9.05. Covenant Against Other Assignments. The Tenant will not assign or in any manner transfer its interests under this Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements herein set forth.

ARTICLE X

REPAIRS, MAINTENANCE

The Tenant covenants and agrees that it will, during the Term of this Lease, at its own expense, keep and maintain the Project and all parts thereof in good condition and repair, including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Project in good mechanical and working order.

ARTICLE XI

ALTERATION OF PROJECT

The Tenant shall have and is hereby given the right, at its sole cost and expense, to make such changes and alterations in and to any part of the Project as the Tenant from time to time may deem necessary or advisable without consent of the Issuer or the Trustee; provided, however, the Tenant shall not make any major change or alteration which will materially adversely affect the intended use or structural strength of any part of the Improvements. All changes and alterations made by the Tenant pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereof, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, shall be deemed a part of the Project; provided, however, that additions of machinery, equipment, furnishings and/or personal property of the Tenant, not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Tenant and may be removed by the Tenant at any time; provided further, however, that all such additional machinery, equipment, furnishings and/or personal property which remain in the Project after the termination of this Lease for any cause other than the purchase of the Project pursuant to Article XVII hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer.

ARTICLE XII

ADDITIONAL IMPROVEMENTS

The Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Land or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Tenant from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Tenant pursuant to the authority of this Article shall, during the Term, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant at any time during the Term hereof. The Tenant covenants and agrees (a) to make any repairs and restorations required to repair any damage to the Project because of the construction of, addition to, alteration or removal of, said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove from the Land, in a good, workmanlike manner, or repair, replace or restore such of said additional buildings or improvements as may

from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Tenant pursuant to this Article which remain in place after the termination of this Lease for any cause other than the purchase of the Project pursuant to Article XVII hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer; provided, however, the Tenant shall have the right, prior to or within 60 days after the termination of this Lease, to remove from or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Lease and are not a part of the Project.

ARTICLE XIII

LIENS; UTILITIES

Section 13.01. Securing of Permits and Authorizations. The Tenant shall not do or permit others under its control to do any work in or in connection with the Project or related to any repair, rebuilding, restoration, replacement, alteration, furnishings of or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease.

Section 13.02. Mechanic's Liens. The Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanic's or other similar lien and if, whenever and so often as any mechanic's or other similar lien is filed against the Project, or any part thereof, the Tenant shall discharge the same of record within 30 days after the date of filing. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Tenant or anyone claiming by, through or under the Tenant upon credit, and that mechanic's or similar liens for any such labor, services or materials shall not attach to or affect the estate of the Issuer in and to the Project, or any part thereof.

Section 13.03. Contest of Liens. The Tenant, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within said 30-day period stated above it (a) notifies the Issuer and the Trustee in writing of its intention so to do, and if requested by the Issuer, deposits with the Trustee a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer or cash, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said asserted lien and the contest thereof, and (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 13.04. Utilities. All utilities and utility services used by the Tenant in, on or about the Project shall be contracted for by the Tenant in the Tenant's own name and the Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

ARTICLE XIV

INDEMNITY

The Tenant shall and hereby covenants and agrees to indemnify, protect, defend and save the Issuer and the Trustee harmless from and against any and all claims, demands, liabilities and costs, including attorneys' fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Term hereof, and upon timely written notice from the Issuer or the Trustee, the Tenant shall defend the Issuer and the Trustee in any action or proceeding brought thereon; provided, however, that nothing contained in this Article shall be construed as requiring the Tenant to indemnify the Issuer or the Trustee for any claim resulting from any willful or malicious act or omission of the Issuer or the Trustee, or their respective agents and employees. The Tenant also covenants and agrees, at its expense, to pay and to indemnify the Issuer and the Trustee from and against all costs, expenses and charges, including reasonable counsel fees (to the extent permitted by law), incurred in obtaining possession of the Project after default of the Tenant, or in enforcing any covenant or agreement of the Tenant contained in this Lease or the Indenture.

The Tenant hereby agrees to indemnify and save harmless the Trustee from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of or arising from the performance of its duties hereunder and the Indenture, unless such losses, liabilities, costs and expenses shall have been fully adjudicated to have resulted from the bad faith or negligence of the Trustee, and such indemnification shall survive its resignation or removal of the Trustee or the defeasance of the Indenture.

ARTICLE XV

ACCESS TO PROJECT

The Issuer, for itself and its duly authorized representatives and agents, including the Trustee and the Bondowner of the Series V, 2013 Bonds, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice to the Tenant, for the purpose of (a) examining and inspecting the same, (b) performing such work as may be made necessary by reasons of the Tenant's default under any of the provisions of this Lease, and (c) while an Event of Default is continuing hereunder, and with reasonable notice to the Tenant for the purpose of exhibiting the Project to prospective purchasers or lessees. The Issuer may, during the progress of said work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for necessary inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

OPTION TO EXTEND TERM

The Tenant shall have the option to extend the Basic Term of this Lease for the Additional Term provided that (a) the Tenant shall give the Issuer written notice of its intention to exercise each such option at least 30 days prior to the expiration of the Basic Term and (b) the Tenant is not in default hereunder in the payment of Basic Rent or Additional Rent at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Tenant exercises such option, the terms, covenants, conditions and provisions set forth in this Lease shall be in full force and effect and binding upon the Issuer and the Tenant during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of $1,000 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

OPTION TO PURCHASE

Section 17.01. Option To Purchase Project. Subject to the provisions of this Article and Article XVIII, the Tenant shall have the option to purchase the Project at any time during the Term hereof and for 10 days thereafter. The Tenant shall exercise its option by giving the Issuer written notice of the Tenant's election to exercise its option and specifying the date, time and place of closing, which date (the "Closing Date") shall neither be earlier than 30 days nor later than 180 days after the notice is given. The Tenant may not, however, exercise such option if the Tenant is in Default hereunder on the Closing Date unless all Defaults are cured upon payment of the purchase price specified in Section 17.02.

Section 17.02. Quality of Title and Purchase Price. If said notice of election to purchase is given, the Issuer shall sell and convey all of its interests in the Project to the Tenant on the Closing Date free and clear of all liens and encumbrances except:

(a) Permitted Encumbrances;

(b) those to which title was subject on the date of conveyance to the Issuer of the Land, or to which title became subject with the Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Lease;

(c) outstanding taxes and assessments, general and special, if any, which have been assessed but not yet paid; and

(d) the rights 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 Project, for a price determined as follows (which the Tenant agrees to pay in cash at the time of delivery of the Issuer's deed, bill or sale or other instrument or instruments of transfer of the Project to the Tenant as hereinafter provided):

(i) The full amount which is required to provide the Issuer and the Trustee with funds sufficient, in accordance with the provisions of the Indenture, to pay at maturity or to redeem and pay in full (A) the principal of all of the Outstanding Bonds, (B) all interest due thereon to date of maturity or redemption, whichever first occurs, and (C) all costs, expenses, and premiums incident to the redemption and payment of said Bonds in full, plus

(ii) $1,000.

Nothing in this Article shall release or discharge the Tenant from its duty or obligation under this Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Lease, become due and payable prior to the Closing Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by the Tenant prior to the Closing Date.

Section 17.03. Closing of Purchase. On the Closing Date the Issuer shall deliver to the Tenant its special warranty deed and/or other appropriate instrument or instruments of conveyance or assignment, properly executed and conveying the Project to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above, or conveying such other title to the Project provided as follows: (a) the amount specified in clause (i) of Section 17.02 shall be paid to the Trustee for deposit in the Principal and Interest Payment Account to be used to pay or redeem Bonds and the interest thereon as provided in the Indenture, and (b) the amount specified in clause (ii) of said Section 17.02 shall be paid to the Issuer; provided, however, nothing herein shall require the Issuer to deliver its appropriate instrument or instruments of assignment or conveyance to the Tenant until after all duties and obligations of the Tenant under this Lease to the date of such delivery have been fully performed and satisfied. Upon the delivery to the Tenant of the Issuer's appropriate instrument or instruments of assignment or conveyance and payment of the purchase price by the Tenant, this Lease shall ipso facto terminate, subject to the provisions of Section 20.02 hereof.

Section 17.04. Effect of Failure to Complete Purchase. If, for any reason, the purchase of the Project by the Tenant pursuant to valid notice of election to purchase is not effected on the Closing Date, this Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given, except that if such purchase is not effected on the Closing Date because the Issuer does not have or is unable to convey to the Tenant such title to the Project as the Tenant is required to accept, the Issuer shall use its best efforts to cure any such defect in its title to the Project. In the event the Issuer is unable to cure such defect in its title to the Project, or if the Issuer's failure to close would be a breach of its obligations hereunder, the Tenant shall have the right to cancel this Lease forthwith if, but only if, the principal of and interest on the Bonds and all costs incident to the redemption and payment of the Bonds have been paid in full. The Tenant shall also have the right to exercise any legal or equitable remedies, in its own name or in the name of the Issuer, to obtain acceptable title to the Project.

Section 17.05. Application of Condemnation Awards if Tenant Purchases Project. The right of the Tenant to exercise its option to purchase the Project under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a

limited period of, all or any part of the Project. If the Tenant shall exercise its option and pay the purchase price as provided in this Article, all of the condemnation awards received by the Issuer after the payment of said purchase price, less all attorneys' fees and other expenses and costs incurred by the Issuer as the owner of the Project in connection with such condemnation, shall belong and be paid to the Tenant.

Section 17.06. Option To Purchase Unimproved Portions of Land. The Tenant shall, with the prior written consent of the Owners of all Outstanding Series V, 2013 Bonds, have the option to purchase at any time and from time to time during the Term, any vacant part or vacant parts of the unimproved Land constituting a part of the Project; provided, however, the Tenant shall furnish the Issuer and the Trustee with a certificate of an Authorized Tenant Representative, dated not more than 30 days prior to the date of the purchase and stating that, in the opinion of the Authorized Tenant Representative, (a) the portion of said Land with respect to which the option is exercised is not needed for the operation of the Project for the purposes herein stated and (b) the purchase will not impair the usefulness or operating efficiency or materially impair the value of the Project and will not destroy or materially impair the means of ingress thereto and egress therefrom. The Tenant shall exercise this option by giving the Issuer and the Trustee written notice of the Tenant's election to exercise its option and specifying the legal description and the date, time and place of closing, which date shall neither be earlier than 45 days nor later than 60 days after the notice is given, and (c) specifying the appraised current fair market value of the portions of the Land with respect to which the Tenant's option is exercised as determined by an independent, qualified appraiser whose report shall be furnished to the Trustee together with the Tenant's notice of election to purchase and (d) a certificate signed by an authorized agent of the Tenant stating that no event has occurred and is continuing which, with notice or lapse of time or both, would constitute an Event of Default; provided, however, that the Tenant may not exercise this option if there has occurred and is continuing any event which, with notice or lapse of time or both, would constitute an Event of Default at the time said notice is given and may not purchase said real property on the specified closing date if any such event has occurred and is continuing on said date unless all defaults are cured. The option hereby given shall include the right to purchase a perpetual easement over the unimproved Land for right-of-way to and from the public roadway and the right to purchase such unimproved Land as is necessary to assure that there will always be access between the real property purchased pursuant to these Sections 17.06 through 17.10 and the public roadway.

Section 17.07. Quality of Title; Purchase Price. If the notice of election to purchase is given as provided in Section 17.06 the Issuer shall convey the portion of the unimproved Land described in the Tenant's notice to the Tenant on the specified date free and clear of all liens and encumbrances except (i) Permitted Encumbrances, (ii) those to which the title was subject on the date of conveyance to the Issuer of the Land, or to which title became subject with the Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Lease, (iii) outstanding taxes and assessments, general and special, if any, and (iv) the 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 real property described in the Tenant's notice. The purchase price shall be an amount equal to the then current fair market value thereof, as determined with reference to the independent appraiser's report furnished to the Trustee or the original cost to the Tenant, whichever is less.

Section 17.08. Closing of Purchase. If the Issuer has title to such vacant real property free and clear of all liens and encumbrances except as stated above or has such other title to such real property as may be acceptable to the Tenant, then on the specified date, the Issuer shall deliver to the Tenant its special warranty deed, properly executed and conveying such real property to the Tenant free and clear of all liens and encumbrances except as stated above, and the Tenant shall pay the purchase price for such real property, said purchase price to be paid to the Trustee for the account of the Issuer and deposited by the Trustee in the Principal and Interest Payment Account and shall be used to redeem first any Outstanding Series V, 2013 Bonds on any date such Bonds are subject to optional redemption as provided in the Indenture and, if there are no Outstanding Series V, 2013, Bonds, such funds shall be used to redeem Outstanding Series VI, Bonds on any date such Bonds are subject to optional redemption as provided in the Indenture. Nothing herein shall require the Issuer to deliver its special warranty deed to the Tenant until after all duties and obligations of the Tenant under this Lease to the date of such delivery have been fully performed and satisfied.

Section 17.09. Effect of Purchase on Lease. The exercise by the Tenant of the option granted under these **Sections 17.06** to **17.10** and the purchase and sale and conveyance of a portion or portions of the Land constituting a part of the Project pursuant hereto shall in no way whatsoever affect this Lease, and all the terms and provisions hereof shall remain in full force and effect the same as though no notice of election to purchase had been given, and specifically, but not in limitation of the generality of the forgoing, exercise of such option shall not affect, alter, diminish, reduce or abate the Tenant's obligations to pay all Basic Rent and Additional Rent required hereunder.

Section 17.10. Effect of Failure To Complete Purchase. If, for any reason whatsoever, the purchase by the Tenant of the real property described in said notice is not effected on the specified date, this Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given.

ARTICLE XVIII

DAMAGE AND DESTRUCTION; CONDEMNATION

Section 18.01. Damage and Destruction.

(a) If, during the Term, the Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Tenant shall promptly notify the Issuer and the Trustee in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Tenant shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Tenant shall (at Tenant's expense) forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Improvements shall be paid to the Trustee and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing,

restoring or replacing such damage or loss. Any amount remaining in the Project Fund after such rebuilding, repairing, restoring or replacing shall be paid to the Tenant.

(c) If the Tenant shall determine that rebuilding, repairing, restoring or replacing the Improvements are not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Project shall be paid into the Principal and Interest Payment Account. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any period in which the Improvements are damaged or destroyed, or are being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Tenant under this Lease nor of any other obligations of the Tenant under this Lease except as expressly provided in this Section.

Section 18.02. Condemnation.

(a) If, during the Term title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain, the Tenant shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer and the Trustee in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Tenant shall determine that such substitution is practicable and desirable, the Tenant shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceeds shall be paid to the Trustee for the account of the Tenant and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Fund after such acquisition or construction shall be paid to the Tenant.

(c) If the Tenant shall determine, in its sole discretion, that it is not practicable and desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Tenant shall be paid into the Principal and Interest Payment Account. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any such period of restoration or acquisition nor by reason of the

payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Tenant under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The Issuer shall cooperate fully with the Tenant in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof so long as the Issuer is not the condemning authority. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Tenant.

Section 18.03. Effect of Tenant's Defaults. Anything in this Article to the contrary notwithstanding, the Issuer and the Trustee shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Project Fund attributable to damage, destruction or condemnation of the Project to the Tenant or any third party if an Event of Default has occurred and is continuing, or if any Default which, with the passage of time or the giving of notice, or both, will become an Event of Default then exists. In the event the Tenant shall cure any Defaults within the cure periods specified herein, if any, the Trustee shall make payments from the Net Proceeds to the Tenant in accordance with the provisions of this Article. However, if this Lease is terminated or the Issuer or the Trustee otherwise reenters and takes possession of the Project without terminating this Lease, the Trustee shall pay all the Net Proceeds held by it into the Principal and Interest Payment Account and all rights of the Tenant in and to such Net Proceeds shall cease.

ARTICLE XIX

RESERVED

ARTICLE XX

REMEDIES

Section 20.01. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Issuer or Trustee may take any one or more of the following remedial actions:

(a) By written notice to the Tenant upon acceleration of maturity of the Bonds as provided in the Indenture, the Trustee may declare the aggregate amount of all unpaid Basic Rent or Additional Rent then or thereafter required to be paid under this Lease by the Tenant to be immediately due and payable as liquidated damages from the Tenant, whereupon the same shall become immediately due and payable by the Tenant;

(b) Give the Tenant written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 10 days after such notice is given and, if all defaults have not then been cured on the date so specified, the Tenant's

rights to possession of the Project shall cease, and this Lease shall thereupon be terminated, and the Issuer may reenter and take possession of the Project; or

(c) Without terminating the Term hereof, or this Lease, conduct inspections or an Environmental Assessment of the Project, and reenter the Project or take possession thereof pursuant to legal proceedings or any notice provided for by law and this Lease. The Issuer or the Trustee acting on behalf of the Issuer may refuse to reenter or take possession of the Project if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Project of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Tenant under any Environmental Law resulting from conditions on the Project.

Having elected to reenter or take possession of the Project without terminating the Term of this Lease, the Issuer and the Trustee acting on behalf of the Issuer shall use reasonable diligence to relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such reentry or taking of possession of the Project shall be construed as an election to terminate this Lease, and no such reentry or taking of possession shall relieve the Tenant of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under this Lease, all of which shall survive such reentry or taking of possession. The Tenant shall continue to pay the Basic Rent and Additional Rent provided for in this Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any, of reletting the Project.

Having elected to reenter or take possession of the Project pursuant to subsection (c) hereunder, the Issuer or the Trustee acting on behalf of the Issuer may (subject, however, to any restrictions against termination of this Lease in the Indenture), by notice to the Tenant given at any time thereafter while the Tenant is in default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Lease, elect to terminate this Lease in accordance with subsection (b) hereunder and thereafter proceed to sell its interest in the Project.

If, in accordance with any of the foregoing provisions of this Article, the Issuer shall have the right to elect to reenter and take possession of the Project, the Issuer may enter and expel the Tenant and those claiming through or under the Tenant and remove the property and effects of both or either by all lawful means without being guilty of or liable for any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of covenant.

Net proceeds of any reletting or sale of the Project shall be deposited in the Principal and Interest Payment Account. "Net Proceeds" for this purpose shall mean the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal expenses, alteration costs and expenses of preparation of the Project for reletting or sale.

Section 20.02. Survival of Obligations. The Tenant covenants and agrees with the Issuer and the Bondowners that until all Bonds and the interest thereon and redemption premium,

if any, are paid in full or provisions made for the payment thereof in accordance with the Indenture, its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Tenant shall be obligated to pay Basic Rent and Additional Rent (reduced by any net income the Issuer or the Trustee may receive from the Project after such termination) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease. Notwithstanding any provision of this Lease or the Indenture, the Tenant's obligations under Article XIV and Section 5.02 hereof shall survive any termination, release or assignment of this Lease, the Guaranty or the Indenture and payment or provisions for payment of the Bonds.

Section 20.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Indenture. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XXI

PERFORMANCE OF TENANT'S OBLIGATIONS BY ISSUER

If the Tenant shall fail to keep or perform any of its obligations as provided in this Lease, then the Issuer may (but shall not be obligated to do so) upon the continuance of such failure on the Tenant's part for 45 days after notice of such failure is given the Tenant by the Issuer or the Trustee and without waiving or releasing the Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Tenant shall reimburse the Issuer for all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Tenant within 10 days of written demand, the Issuer shall have the same rights and remedies provided for in Article XX in the case of default by the Tenant in the payment of Basic Rent. The 45-day notice and cure provision of this Article XXI shall not apply in the event the Tenant fails to procure and maintain (and provide evidence thereof) insurance as referenced in Article VI of this Lease or if the Issuer otherwise determines that immediate action is necessary to preserve and protect the Project, in which case the Issuer may (but is not required to) purchase insurance, or take action to preserve and protect the Project immediately upon providing notice thereof to the Tenant.

ARTICLE XXII

SURRENDER OF POSSESSION

Upon accrual of the Issuer's right of reentry as the result of the Tenant's default hereunder or upon the cancellation or termination of this Lease by lapse of time or otherwise (other than as a result of the Tenant's purchase of the Project), the Tenant shall peacefully

surrender possession of the Project to the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant shall have the right, prior to or within 60 days after the termination of this Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Lease and which are not a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Tenant. All buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures owned by the Tenant and which are not so removed from on or about the Project prior to or within 60 days after such termination of this Lease shall become the separate and absolute property of the Issuer.

ARTICLE XXIII

NOTICES

All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered or certified mail to the Notice Address. All notices given by restricted mail as aforesaid shall be deemed duly given as of the date three days after they are so mailed. When mailed notices are given, the party giving notice will use reasonable diligence to contact the party being notified by telephone or facsimile on or before the date such notice is mailed.

ARTICLE XXIV

NET LEASE; UNEXPENDED FUNDS

Section 24.01. Net Lease. The parties hereto agreed (a) that this Lease is intended to be a net lease, (b) that the payments of Basic Rent and Additional Rent are designed to provide the Issuer and the Trustee with funds adequate in amount to pay all principal of and interest on all Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) that to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide the Issuer and the Trustee with funds sufficient for the purposes aforesaid, the Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

Section 24.02. Funds Held by Trustee After Payment of Bonds. If, after the principal of and interest on all Bonds and all costs incident to the payment of Bonds have been paid in full, the Trustee holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Lease and the Indenture and after payment therefrom to the Issuer of any sums of money then due and owing by the Tenant under the terms of this Lease, be the absolute property of and be paid over forthwith to the Tenant.

ARTICLE XXV

RIGHTS; WAIVERS; CONSENTS

Section 25.01. Rights and Remedies. The rights and remedies reserved by the Issuer and the Tenant hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Tenant shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.02. Waiver of Breach. No waiver of a breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 25.03. Parties Shall Not Unreasonably Withhold Consents and Approvals. Except as otherwise specifically provided, and except for consents required in connection with proposed subleases or assignments of the Tenant's interest, wherever in this Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Issuer shall not unreasonably withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules. Wherever in this Lease it is provided that the Tenant shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Tenant shall not unreasonably or arbitrarily refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules, nor will the Tenant unreasonably, arbitrarily or unnecessarily delay giving such approvals or consents.

ARTICLE XXVI

QUIET ENJOYMENT AND POSSESSION

The Tenant shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

ARTICLE XXVII

INVESTMENT TAX CREDIT; DEPRECIATION

The Tenant shall be entitled to claim the full benefit of (a) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from time to

time hereafter in effect, and (b) any deduction for depreciation with respect to the Project from federal or state income taxes. The Issuer agrees that it will upon the Tenant's request execute all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to the Tenant.

ARTICLE XXVIII

MISCELLANEOUS

Section 28.01. Amendments. This Lease may be amended, changed or modified by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Trustee and by the Owners of all of the Outstanding Bonds.

Section 28.02. Granting of Easements. If no Event of Default under this Lease shall have happened and be continuing, the Tenant may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of beneficial easements with respect to any property included in the Project, free from any rights of the Issuer or the Bondowners, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Tenant shall determine, and the Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by the Authorized Tenant Representative requesting such instrument, and (iii) a certificate executed by the Tenant stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Tenant, and (B) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project and will not materially adversely affect the security of the Bondowners. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the right of the Bondowners and shall not be affected by any termination of this Lease or default on the part of the Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Lease because of Default of the Tenant, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.03. Security Interests. The Issuer and the Tenant agree to execute and deliver all instruments (including financing statements and statements of continuation thereof) reasonably requested in writing by a Bondowner as necessary for perfection of and continuance of the security interest of the Issuer in and to the Project. The Tenant shall file or cause to be filed all such original instruments and the Trustee shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding.

Under the Indenture, the Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in certain of its rights under this Lease to the Trustee. The

Trustee is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Tenant, and the Tenant hereby consents to the same and agrees that the Trustee may enforce such rights as provided in the Indenture and the Tenant will make payments required hereunder directly to the Trustee.

Section 28.04. Ongoing, Special Conditions. The Tenant acknowledges that the consideration to the Issuer for entering into this Lease and related documents, and for issuing the Bonds, includes, in addition to performance of the requirements and obligations hereinabove set forth, the Tenant's performance of certain ongoing requirements of the Issuer, as follows:

(a) The Tenant agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, national original or ancestry, religion, sex, age, disability or marital status in its operations or services, and its use or occupancy of the Project. The Tenant agrees to comply with all application provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000 *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws amendments or regulations promulgated thereunder, including any ordinance of the Issuer presently existing or hereinafter enacted, which pertains to civil rights and equal employment opportunity.

(b) The Tenant agrees that, during the Term of this Lease, it will continuously maintain the average wage paid to employees at a level (i) equal to or greater than the average wage paid by the businesses in the Wichita Metropolitan Statistical Area with its NAICS classification; or (ii) alternatively, greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Section 336.

(c) The Tenant agrees that, during the Term of this Lease, it will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the Issuer, and the Tenant will annually file an Equal Employment Opportunity/Affirmative Action Plan with the Issuer.

(d) The Tenant agrees that, during the Term of this Lease, in addition to performing the Tenant's obligations to pay Impositions relating to the Project or its interest therein pursuant to Article VII hereof, the Tenant will (subject to any lawful right to contest the same) timely pay all other ad valorem property taxes levied against the Tenant's real or personal property in Sedgwick County, Kansas.

(e) The Tenant agrees that it will complete its capital investment in the Project of not be less than $3,500,000.

(f) The Tenant agrees that, during the term of this Lease, it will comply with all applicable governmental laws, rules and regulations.

(g) The Tenant agrees that, during the Term of this Lease, it will cooperate with any reasonable and lawful annual compliance audit procedure(s) the Issuer may adopt to

monitor compliance with conditions, including any annual reports required of the Tenant and any inspection of the Tenant's premises or interviews with the Tenant's staff.

(h) The Tenant agrees to abide by the terms and conditions of the Letter of Intent dated September 7, 2012, from the issuer to the Tenant.

The Tenant acknowledges that in the event of the Tenant's noncompliance with any of its obligations or agreements in this Section, the Issuer will not have received the social and economic development benefits expected in connection with its entry into this Lease and related documents and its issuance of the Bonds, and the resulting loss to the Issuer will be difficult to measure. In such event, the Tenant shall be required to pay to the Issuer, as liquidated damages, an amount equal to the amount of ad valorem property taxes which the Tenant would have been required to pay for but for the provisions of Section 7.05 of this Lease, which payment shall be treated and administered by the Issuer as a payment in lieu of taxes and the amount of additional Kansas sales and use tax which Tenant would have been required to bear on personal property and services obtained for the Project, if such property and services had been obtained with funds of the Tenant rather than with proceeds of the Bonds. No delay or omission by the Issuer to enforce its right to the payment of liquidated damages as provided herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right. The parties agree that any breach by the Tenant of obligations and agreements arising solely under this Section shall not constitute an Event of Default under this Lease.

Section 28.05. Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State. The provisions of this Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Indenture. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 28.06. Invalidity of Provisions of Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 28.07. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 28.08. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Indenture shall be deemed to refer to the numbers preceding each section.

Section 28.09. Waiver of Jury Trial by Tenant. The Tenant waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Lease or any amendment, instrument, document or agreement which may be delivered in the future in connection herewith and agrees that any such action or proceeding may, at the option of the

plaintiff, be tried before a court and not before a jury. Nothing herein is intended to be construed as a waiver of trial by jury by the Issuer

Section 28.10. Execution of Counterparts. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Issuer has caused this Lease to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF WICHITA, KANSAS

(SEAL)

By_____
Carl Brewer, Mayor

ATTEST:

By_____
Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on July 9, 2013, by Carl Brewer, Mayor, and Karen Sublett, City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation and political subdivision of the State of Kansas.

(Seal) NOTARY PUBLIC - State of Kansas JANIS EDWARDS My Appt Expires 12-9-2014

_____
Notary Public

Lease – Shannon No. 2 – 2013

IN WITNESS WHEREOF, the Tenant has caused this Lease to be signed by an authorized officer, such signature to be attested by an authorized officer, and its corporate seal (if any) to be applied, as of the date first above written.

SHANNON NO. 2, L.L.C.,
a Kansas limited liability company

By _____
David J. Shannon, Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on July 15, 2013, by David J. Shannon, Manager of Shannon No. 2, L.L.C., a Kansas limited liability company, who is personally known to me to be such Manager, and who is personally known to me to be the same person who executed, as such Manager, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

(Seal)

Meagan J. Cheek
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 4-6-15

_____
Notary Public

My Appointment Expires: 4-6-15

Lease – Shannon No. 2 – 2013

APPENDIX A

FORM OF CERTIFICATE FOR PAYMENT OF PROJECT COSTS

CITY OF WICHITA, KANSAS
Project Fund
(SHANNON NO. 2, L.L.C.)
Payment Order No. ___

The Bank of New York Mellon Trust Company, N.A.
911 Washington Avenue, 3rd Floor
St. Louis, Missouri 63101
Attention: Corporate Trust Department

You are hereby authorized and directed by the undersigned, the Authorized Tenant Representative, acting on behalf of Shannon No. 2, L.L.C. (the "Tenant") to disburse funds held by you as Trustee in the above-mentioned Project Fund for the purposes and in the amounts set forth in the Payment Schedules attached hereto and incorporated herein by reference (the "Payment Schedules").

I hereby certify that the amounts requested in the attached Payment Schedules have either been advanced by the Tenant or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery and equipment is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Land, the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the said Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Lease dated as of July 15, 2013, by and between the city of Wichita, Kansas, as the Issuer, and the Tenant are now true and correct in all material respects and are now being materially complied with.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as said term is defined in the Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of Section 6.01 of the Lease are in full force and effect.

Dated: _____, 20__.

_____
Authorized Tenant Representative

EXHIBIT A

PAYMENT ORDER NO. ____

PAYMENT SCHEDULE
FOR BUILDINGS AND IMPROVEMENTS

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name	Payee Address	Purpose or Nature of Payment	Amount

APPENDIX B

FORM OF CERTIFICATE OF COMPLETION

The undersigned, being the Authorized Tenant Representative for Shannon No. 2, L.L.C. (the "Tenant"), as tenant under a certain Lease dated as of July 15, 2013, between the City of Wichita, Kansas (the "Issuer"), and the Tenant, and as beneficiary of the Issuer's Industrial Revenue Bonds, Series V, 2013 (Shannon No. 2, L.L.C.) (Taxable Under Federal Law) (the "Series V, 2013 Bonds"); and Subordinated Industrial Revenue Bonds, Series VI, 2013 (Shannon No. 2, L.L.C.) (Taxable Under Federal Law) (the "Series VI, 2013 Bonds"); in the aggregate principal amount of not to exceed $3,500,000 (collectively, the "Bonds"), issued pursuant to a certain Trust Indenture dated as of July 15, 2013 (the "Indenture"), hereby certifies:

1. To the best of my knowledge, the Improvements (as defined in the Indenture) have been completed in accordance with the plans and specifications prepared at Tenant's direction.

2. To the best of my knowledge, the Improvements have been completed in a good and workmanlike manner.

3. There are no mechanic's, materialmen's liens or other statutory liens on file encumbering title to the Land as defined in the Indenture); within the past four months no such labor or materials have been furnished which have not been paid for; and, to the best of my knowledge, all bills for labor and materials furnished for the Improvements which could form the basis of a mechanic's materialmen's or other statutory lien against the Land have been paid in full.

4. All Improvements are located or installed upon the Land.

5. To the best of my knowledge, all material provisions of applicable building codes have been complied with and, if applicable, a certificate of occupancy has been issued with respect to the Project.

6. All moneys remaining in the Project Fund being held by the Trustee under the Indenture should be transferred to the Principal and Interest Payment Account being held by the Trustee under the Indenture as required by Section 5.04 of the Indenture, to be applied as provided therein.

IN WITNESS WHEREOF, the undersigned Authorized Tenant Representative has signed this Certificate, and states, under penalty of perjury, that the statements of fact made in this Certificate are true and correct.

_____
Authorized Tenant Representative

STATE OF _____)
) SS.
COUNTY OF _____)

Subscribed and sworn to or affirmed before me, a notary public, this _____ __, 20__.

_____
Notary Public
Typed or printed name:

My Appointment Expires:

_____

B-2

4832-4426-5492.6

APPENDIX C

GLOSSARY OF WORDS AND TERMS

"*Abandonment*" means the voluntary relinquishment of all right, title, claim and possession, with the intention of terminating the leasehold interest in the Project, but without vesting it in any other person or entity and with the intention of not reclaiming future possession or resuming leasehold possession and enjoyment. The mere nonuse of the Project, lapse of time without claiming or using the Project or the temporary absence of the Tenant including, but not limited to, nonuse due to condemnation, damage or destruction of the Project, unaccompanied by any other evidence showing intention to abandon shall not, in and of itself, constitute abandonment.

"*Additional Rent*" means all fees, charges, costs and expenses of the Trustee (including reasonable attorney's fees) payable under the Indenture including, but not limited to, any fees or expenses in connection with the preparation and filing of instruments or documents pursuant to Section 10.13 of the Indenture, all Impositions, all Default Administration Costs (as defined in the Indenture), all other payments of whatever nature payable or to become payable pursuant to the Indenture or which the Tenant has agreed to pay or assume under the provisions of this Lease and any and all expenses (including reasonable attorney's fees) incurred by the Issuer in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Lease or the Indenture. The fees, charges, costs and expenses of the Trustee shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Trustee in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

"*Additional Term*" shall mean that term commencing on the day following the last day of the Basic Term and terminating five years thereafter.

"*Administrative Service Fee Agreement*" means the Administrative Service Fee Agreement between the Issuer and the Tenant executed in connection with the issuance of the Bonds.

"*Bankruptcy Code*" means Title 11 of the United States Code, as amended.

"*Basic Rent*" means the amount which, when added to Basic Rent Credits, will be sufficient to pay, on the next Payment Date, all principal of, redemption premium, if any, and interest on all Outstanding Bonds (as defined in the Indenture) which is due and payable on such Payment Date.

"*Basic Rent Credits*" means all funds on deposit in the Principal and Interest Payment Account and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Payment Date.

"*Basic Rent Payment Date*" means (a) with respect to the Series V, 2013 Bonds, August 19, 2013, and the 19th day of each month and (b) with respect to the Series VI, 2013 Bonds, August 19, 2024, until the principal of, redemption premium, if any, and interest on all Outstanding Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Indenture.

"*Basic Term*" means that term commencing as of the date of this Lease and ending on July 19, 2033, subject to prior termination as specified in this Lease, but ending, in any event, when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

"*Bond*" or "*Bonds*" means the Series V, 2013 Bonds and the Series VI, 2013 Bonds.

"*CERCLA*" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*

"*Certificate of Completion*" means a written certificate signed by the Authorized Tenant Representative stating that (a) the Improvements have been completed in accordance with the plans and specifications prepared or approved by the Issuer or the Tenant, as the case may be; (b) the Improvements have been completed in a good and workmanlike manner; (c) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project; (d) all Improvements constituting a part of the project are located or installed upon the Land; and (e) if required by ordinances duly adopted by the Issuer or by applicable building codes, that an appropriate certificate of occupancy has been issued with respect to the Improvements. A form of Certificate of Completion is attached as Appendix B.

"*Default*" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, may constitute an Event of Default.

"*Environmental Assessment*" means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and the Trustee which reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the Issuer and the Trustee.

"*Environmental Law*" means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the Term of this Lease.

"*Event of Bankruptcy*" means an event whereby the Tenant shall: (i) admit in writing its inability to pay its debts as they become due; (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; (iii) make an assignment for the benefit of creditors; (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up

or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Tenant has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

"*Event of Default*" means any one of the following events:

(a) Failure of the Tenant to make any payment of Basic Rent at the time and in the amounts required hereunder;

(b) Failure of the Tenant to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Lease on the Tenant's part to be observed or performed, and the same is not remedied within 60 days after the Issuer or the Trustee has given the Tenant written notice specifying such failure (or such longer period as shall be reasonably required to correct such default, provided that (i) Tenant has commenced such correction within said 60-day period, and (ii) Tenant diligently prosecutes such correction to completion);

(c) An Event of Bankruptcy;

(d) Abandonment of the Project by the Tenant;

(e) Any representation of the Tenant in Section 1.02 of this Lease is determined to have been false in a material respect on the date such representation was made; or

(f) The failure of a Guarantor to fulfill such Guarantor's obligations or covenants contained in the Guaranty.

"*Full Insurable Value*" means full actual replacement cost less physical depreciation.

"*Hazardous Substances*" shall mean "hazardous substances" as defined in CERCLA.

"*Impositions*" means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or the Tenant's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would encumber the Issuer's title to the Project.

"*Indenture*" means the Trust Indenture delivered concurrently with this Lease, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of Article XI of the Indenture.

"*Lease*" means this Lease between the Issuer and the Tenant, as from time to time

"*Net Proceeds*" means, when used with respect to any insurance or condemnation award with respect to the Project, the proceeds from the insurance or condemnation award remaining after the payment or all expenses (including the Tenant's attorneys' fees and any extraordinary expenses of the Trustee occasioned by such casualty or condemnation) incurred in the collection of such proceeds.

The term "*Notice Address*" shall mean:

With respect to the Tenant:	Shannon No. 2, L.L.C. 1223 North Rock Road I-200 Wichita, KS 67206 Attention: David J. Shannon, Manager
With respect to the Issuer:	City of Wichita, Kansas City Hall – 455 North Main Wichita, KS 67202 Attention: City Clerk
With respect to the Trustee:	The Bank of New York Mellon Trust Company, N.A. 911 Washington Avenue, 3rd Floor St. Louis, MO 63101 Attention: Corporate Trust Department

"*Project Contracts*" means a contract or contracts with respect to the acquisition and/or construction of the Improvements entered into by the Tenant or the Issuer.

"*SARA*" means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

"*Series V, 2013 Bonds*" means the City of Wichita, Kansas, Industrial Revenue Bonds, Series V, 2013 (Shannon No. 2, L.L.C.) (Taxable Under Federal Law).

"*Series VI, 2013 Bonds*" means the City of Wichita, Kansas, Subordinated Industrial Revenue Bonds, Series VI, 2013 (Shannon No. 2, L.L.C.) (Taxable Under Federal Law).

"*Term*" means, collectively, the Basic Term and any Additional Term of the Lease.

SCHEDULE I

DESCRIPTION OF PROPERTY

The following property acquired by the City of Wichita, Kansas (the "Issuer") in connection with the issuance by the Issuer of its Industrial Revenue Bonds, Series V, 2013 (Shannon No. 2, L.L.C.) (Taxable Under Federal Law) (the "Series V, 2013 Bonds"); and Subordinated Industrial Revenue Bonds, Series VI, 2013 (Shannon No. 2, L.L.C.) (Taxable Under Federal Law) (the "Series VI, 2013 Bonds"); in the aggregate principal amount of not to exceed $3,500,000 (collectively, the "Bonds"):

(a) The following described real estate in Sedgwick County, Kansas:

That part of Lot 1, Casco Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the most easterly southeast corner of said Lot 1; thence N00°00'00"E along the east line of said Lot 1, 327.39 feet; thence N84°15'52"W, 25.51 feet; thence N58°14'37"W, 35.31 feet; thence N72°16'09"W, 55.52 feet; thence S89°48'51"W, 501.71 feet to a point on the west line of said Lot 1; thence S00°00'00"E along the west line of said Lot 1, 471.41 feet to the southwest corner of said Lot 1; thence N89°56'36"E along the south line of said Lot 1, 545.00 feet to the most southerly southeast corner of said Lot 1; thence N00°00'00"E along a segment of the east line of said Lot 1, 107.00 feet to a deflection corner in said east line; thence N89°56'36"E along a segment of the east line of said Lot 1, 65.00 feet to the point of beginning.

said real property constituting the "Land" as referred to in the Indenture and the Lease entered into by the Issuer concurrently with the issuance of the Bonds (the "Indenture" and the "Lease"), subject to the encumbrances listed as exceptions in Schedule B of that certain commitment for title insurance no. 2079595 issued by First American Title Insurance Company and any restriction or encumbrance impacting or affecting the current or future use of property in connection with the operation of a gambling facility which consists of multi-game casino-style gambling ("Permitted Encumbrances").

(b) All buildings, building additions, improvements, machinery and equipment now or in the future constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer's Bonds, and which constitute Improvements as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this Schedule I together constituting the "Project" as referred to in the Indenture and the Lease.

EXHIBIT "A"
Depiction of Property

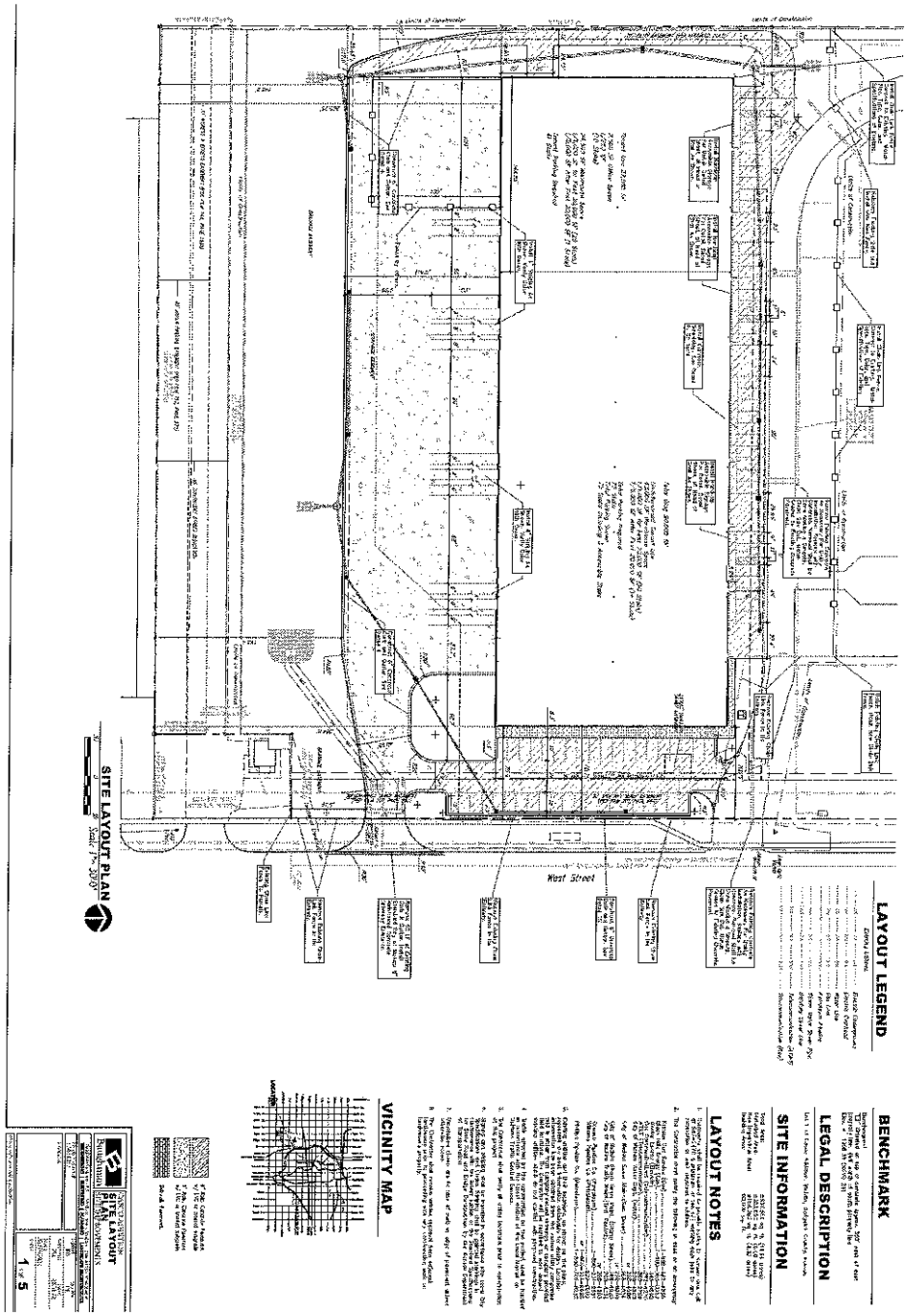
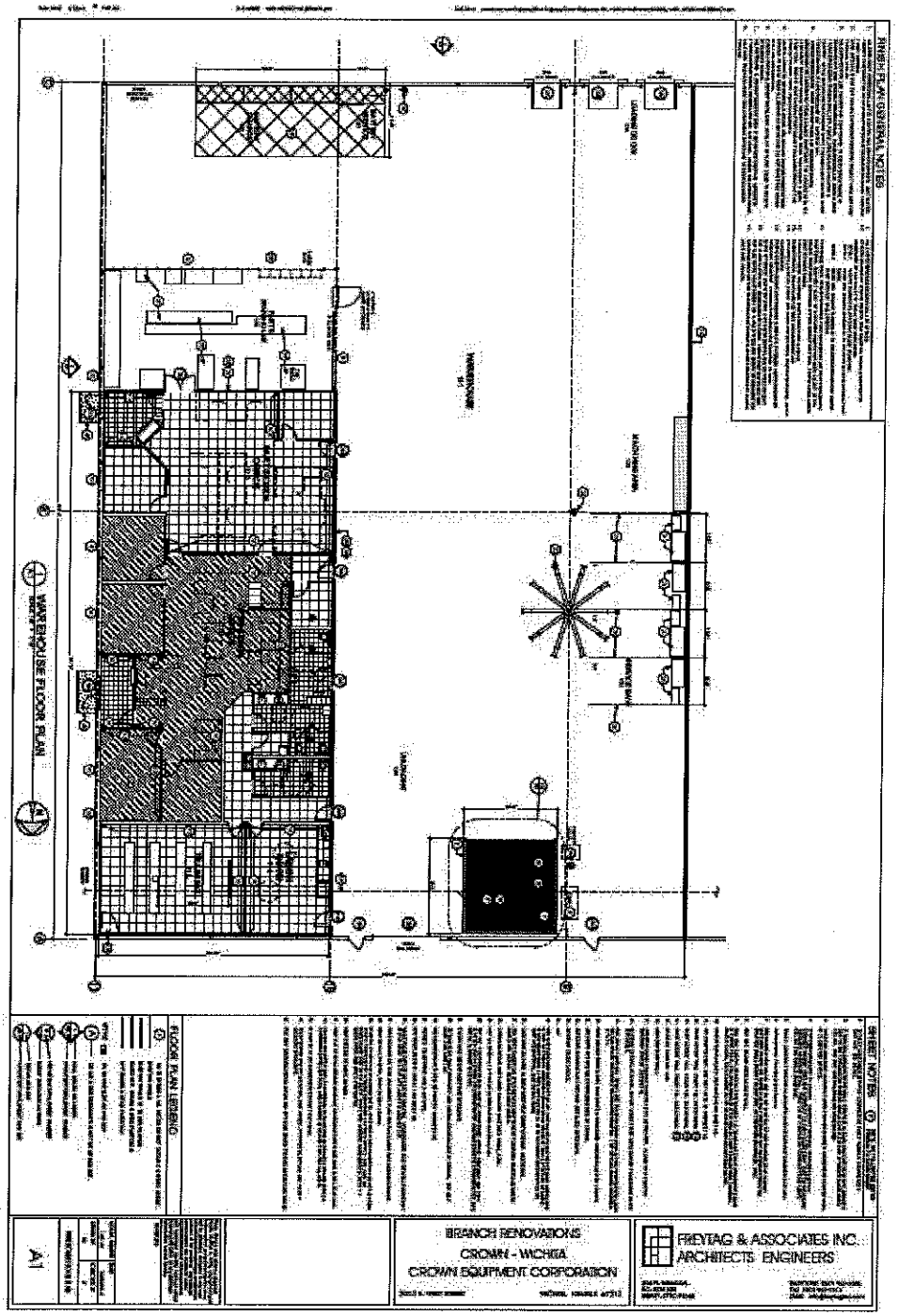


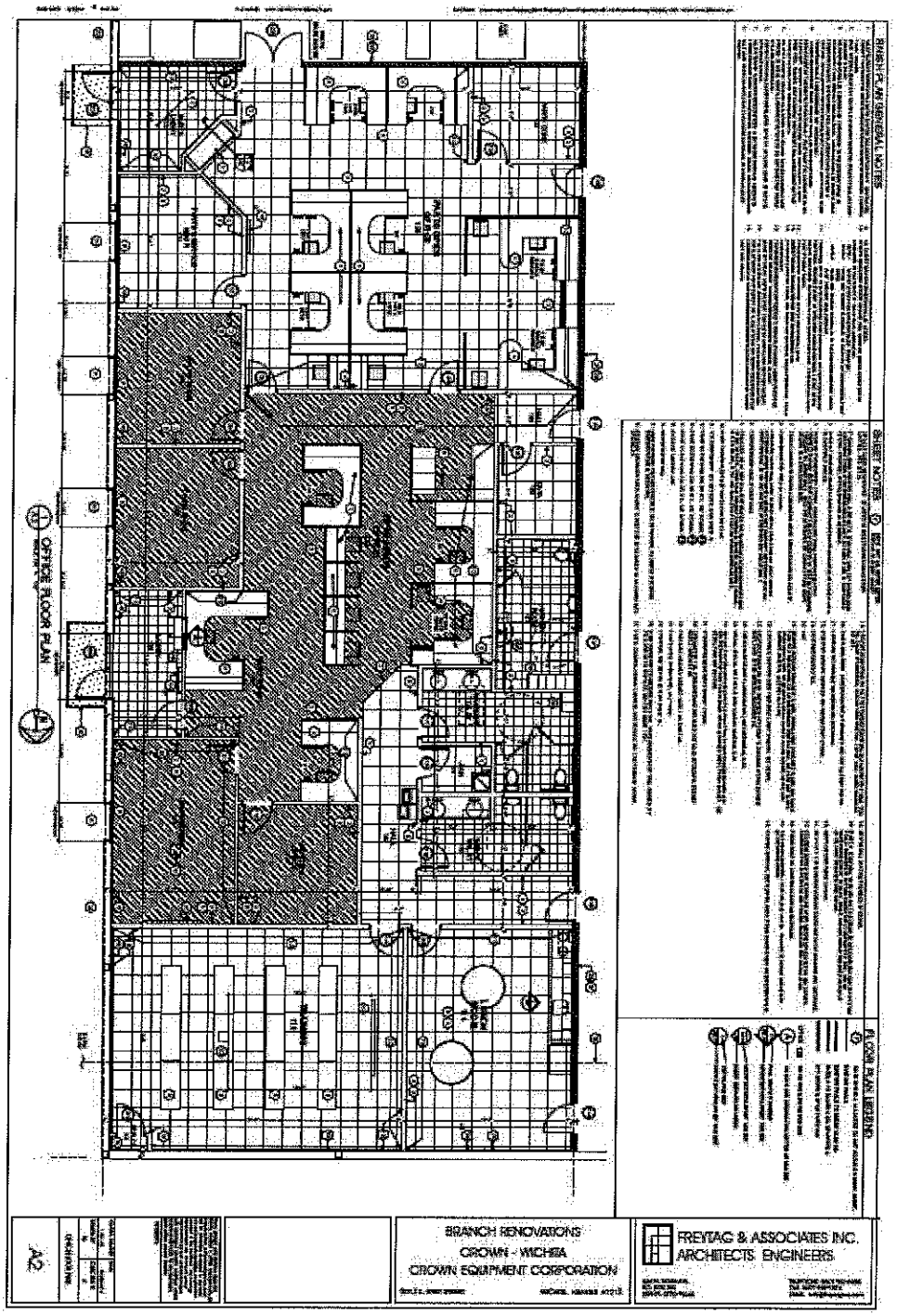
EXHIBIT "A" Cont.
Legal Description of Property

That part of Lot 1, Casco Addition, Wichita, Kansas described as follows: Commencing at the northeast corner of said Lot 1; thence S00°00'00"E along the east line of said Lot 1, 603.47 feet for a point of beginning; thence continuing S00°00'00"E along the east line of said Lot 1, 309.78 feet; thence N90°00'00"W, 610.00 feet to a point on the west line of said Lot 1; thence N00°00'00"E along the west line of said Lot 1, 376.05 feet; thence S89°58'34"E, 79.31 feet to a point on a non-tangent curve to the left; thence southeasterly and easterly along said curve, through a central angle of 47°21'51" and having a radius of 114.00 feet, an arc distance of 94.24 feet, (having a chord length of 91.58 feet bearing S66°30'38"E), to the point of tangency of said curve; thence N89°48'27"E, 337.61 feet; thence S72°43'29"E, 103.95 feet; thence N90°00'00"E, 9.83 feet to the point of beginning.

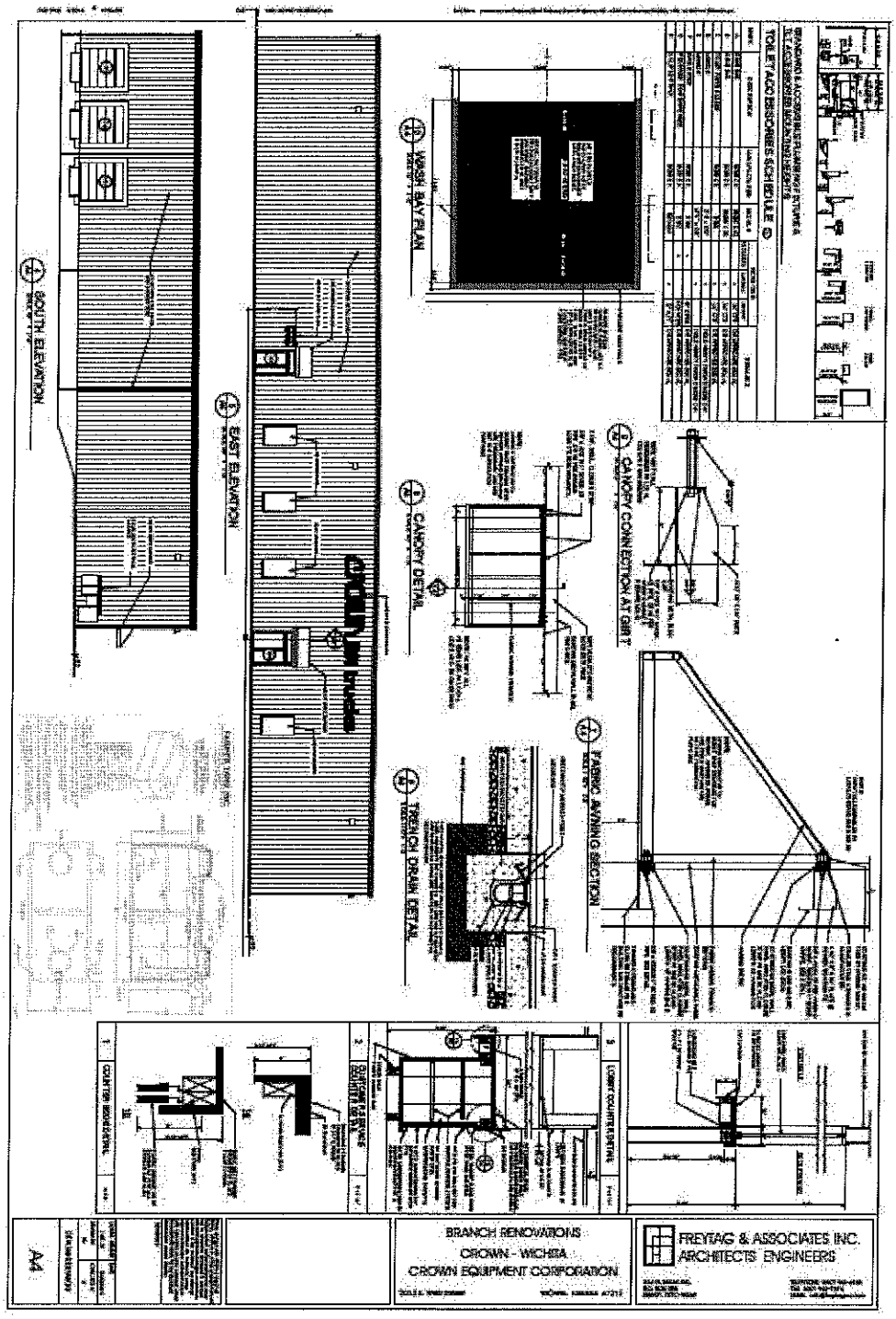
Containing 209419 Sq. Ft., or 4.808 Acres, more or less.

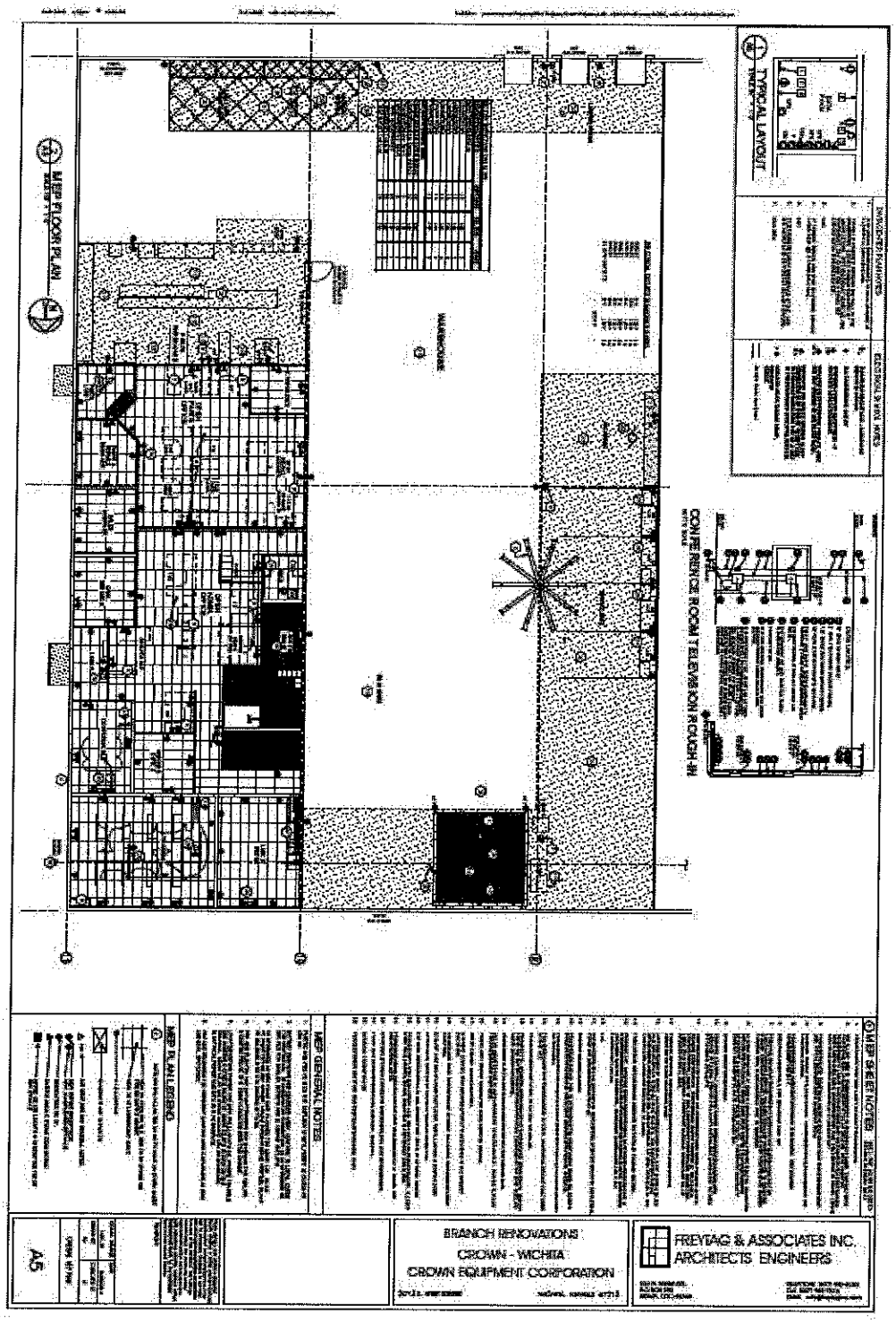
EXHIBIT "B"
Demised Premises Plans and Specifications




OFFICE FLOOR PLAN
BRANCH RENOVATIONS
CROWN - WICHITA
CROWN EQUIPMENT CORPORATION
FREYTAG & ASSOCIATES INC.
ARCHITECTS ENGINEERS
A2

ROOM FINISH SCHEDULE
DOOR & BOR FRAMED LIGHT SCHEDULE
BRANCH RENOVATIONS
CROWN - WICHITA
CROWN EQUIPMENT CORPORATION
FREYTAG & ASSOCIATES INC.
ARCHITECTS ENGINEERS
A3


SOUTH ELEVATION
EAST ELEVATION
WASH BAY PLAN
CANOPY DETAIL
CANOPY CONNECTION AT GRIT
TRENCH DRAIN DETAIL
FABRIC AWNING SECTION
TOILET ACCESSORIES SCHEDULE
BRANCH RENOVATIONS
CROWN - WICHITA
CROWN EQUIPMENT CORPORATION
FREYTAG & ASSOCIATES INC.
ARCHITECTS ENGINEERS
A4


MEP FLOOR PLAN
TYPICAL LAYOUT
CONFERENCE ROOM ELEVATION FOR KITCHEN
MEP GENERAL NOTES
MEP SHEET NOTES
A5
BRANCH RENOVATIONS
CROWN - WICHITA
CROWN EQUIPMENT CORPORATION
FREYTAG & ASSOCIATES INC.
ARCHITECTS ENGINEERS

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: HOME Program; Housing Development Loan Program Funding (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Housing Development Loan Program funding allocation.

Background: On June 18, 2013, the City Council approved final allocations under the 2013-2014 fifth program year action plan funding process, which included a total of $147,637 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding is available for non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The program funding must be utilized within the boundaries of the City's Redevelopment Incentives Area (RIA), Neighborhood Revitalization Area (NRA) or Local Investment Areas (LIA), as described within the Neighborhood Revitalization Plan adopted by the City Council. Requests for funding under the program are received on an open application basis.

Analysis: HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant buyers in the City's targeted areas because the lower predominant values in existing neighborhoods make it difficult to fully recover the costs of construction from the sales price. HOME funds are made available for construction of single-family homes in the form of a development subsidy to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is $95,550. Lower values in existing neighborhoods in the City's targeted areas often results in homes being sold for less than the cost of construction.

All homes constructed with HOME funding through the HDLP must be sold to owner-occupant, income-eligible home buyers who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program.

Wichita Habitat for Humanity, Inc. (Habitat), a non-profit organization, has submitted a HDLP application to construct six new homes on vacant lots located in the 1200 block of North Poplar, within the Northeast LIA. Habitat's construction program is a national model which utilizes volunteers and in some cases, donated materials.

Financial Considerations: The total project cost is estimated to be $615,126, the majority of which will be self-financed by Habitat, as well as gifts in kind. HOME funding for the proposed project will be $115,200, and will be provided in the form of zero-interest, forgivable development subsidy loans for each individual home to be constructed. HOME funding will be used to cover some of the subcontracting expenses involved in home construction, such as excavation, foundation construction, mechanical items, site improvements, as well as developer fees. Habitat's program includes a mortgage carry-back for program participants, for a period of up to 20 years with no interest. Program participants will receive down payment and closing costs assistance loans through the City's HOMEownership 80 Program.

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

Recommendations/Actions: It is recommended that the City Council approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

Attachments: Funding agreement.

FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Wichita Habitat for Humanity, Inc.,

A Community Housing Development Organization/Non-Profit Housing Developer

HOME Investment Partnerships
Program

2013 Housing Development Loan Program Funding

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3700
Fax (316) 462-3719

No._____

AGREEMENT

THIS CONTRACT, dated May 20, 2014, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as "the City") and Wichita Habitat for Humanity, Inc., a non-profit Housing Developer, hereinafter referred to individually as the Developer.

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

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

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such

sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by December 31, 2015, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from

occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u

(Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are

subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:
The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act. Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed $115,200 as referenced in Exhibit B. Contract payments above $115,200 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than $10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Developer agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental

conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

(a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Developer's financial management systems shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in

§84.52. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department,

payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials (24 CFR 92.251), or be certified to be Energy Star compliant. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

Wichita Habitat for Humanity, Inc.

_____
Signature

_____
Title of Wichita Habitat for Humanity, Inc. Officer

_____
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

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

Exhibit A

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

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

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

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

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Wichita Habitat for Humanity, Inc., hereinafter referred to as the "City" and "Developer" respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the $115,200 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of six (6) sites, with six (6) single-family homes, as follows:

1238 N. Poplar, Wichita, Kansas

1232 N. Poplar, Wichita, Kansas

1228 N. Poplar, Wichita, Kansas

1222 N. Poplar, Wichita, Kansas

1216 N. Poplar, Wichita, Kansas

1212 N. Poplar, Wichita, Kansas

A single-family home is to be constructed on the subject sites. The single-family home must be sold to income-eligible owner-occupant buyers. If the single-family home is not sold as described, within a period of six (6) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit “B”.

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Maximum sales prices of units assisted under this agreement shall be as follows:

4-Bedroom, 2-Bathroom Units with Single-Car Garage: $82,000

3-Bedroom, 1-Bathroom Units, with Single-Car Garage: $76,000

2-Bedroom, 1-Bathroom Units, with Single-Car Garage: $70,000

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii)of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME

Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.

C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

D. The Developer shall commence construction activities at the project site within 90 days of site acquisition, or within 90 days of execution of this funding agreement, whichever comes later. The single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The Developer's President/C.E.O. will supervise operations and administration on a day-to-day basis. The Developer's Board of Directors is ultimately responsible for program administration.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $115,200, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $115,200 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable selling costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of the completed home, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves, 5% Contingency.)

	$115,200
TOTAL	$115,200

C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment

will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within six months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.

2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per 2014 HUD guidelines:

4 Bedroom: $ 1,125, Less $255 Utility Allowance = $870 Tenant Rent

3 Bedroom: $ 1,021, Less $209 Utility Allowance = $812 Tenant Rent

2 Bedroom: $ 740, Less $178 Utility Allowance = $564 Tenant Rent

These are maximum rent amounts and assume that homes constructed under this

program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges and refrigerators are to be provided. The tenant will pay for all utilities, including water service, sewer service. Trash service to be provided by ower. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.

D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.

E. The Owner shall maintain project/tenant records for a period of no less than five years.

F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.

G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions

and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for the project. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period

3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.

6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.

8. The Owner will provide, for the year ending June 30 of each year, beginning June 30, 2013, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2014, an annual report of the HOME funded portion of the program**. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded

and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

C. Additionally, a narrative or other description of progress may be provided.

D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254, if requested by the City. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in Wichita Habitat for Humanity, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will obtain any and all permits required by the City prior to undertaking construction.

G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed

under this agreement, which is to be reviewed and approved by the City, prior to construction.

H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.

B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing.

Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)	
	$115,200
TOTAL	$115,200

Exhibit D

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	4,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	85,541.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	1160.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter "0.00" if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	2,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	93,201.00
(G) Plus: Developer Fee (__10__%) of (F)	9320.00
(H) Total Per-Unit Cost (F + G)	102,521.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	76,000.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	7,321.00
Project Subsidy Required, per unit (H – I – J)	19,200.00

Number of Units to be Developed ___1__

Total Amount of Funding Requested (Number of Units to be Developed X Project Subsidy Required Per Unit) ___$19,200.00_____
Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

Sources	**Amount**	**Uses**	**Amount**
Construction Financing (Self-Financed)	455,995.00	Acquisition Costs	24,000.00
Other Financing	0.00	Project "Soft" Costs	6,960.00
HOME (Gap) Financing	115,200.00	Construction Costs	513,246.00
Repayment of Subsidy Loans		Site Improvements	15,000.00
Gifts in Kind	43,931.40	Developer Fee	55,920.00
		Permit	0.00
TOTAL	615,126.00	**TOTAL**	615,126.00

Agenda Item No. II-13

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: Purchase Option (MDI Limited Partnership #71) (District I)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution and approve the necessary signatures.

Background: On November 3, 1998, the City Council approved Community Development Block Grant and funding, HOME funding and a letter of intent to issue Industrial Revenue Bonds (IRBs) and a 10-year, 100% property tax abatement for the Eaton Block project. The redevelopment, completed by Metroplains Development subsidiary MDI Limited Partnership #71, included residential and commercial space in the former Eaton Hotel. The project restored the last complete historic block on Douglas Avenue and produced 115 units of mixed income apartments and 30,000 square feet of commercial space on the first floor. The IRB issue was $15 million.

The City received notice from MDI Limited Partnership #71 of its intention to exercise the IRB purchase option and requests approval of the conveyance of the IRB-financed property.

Analysis: Under the provisions of the IRB Lease between MDI Limited Partnership #71 ("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. Bonds were paid off on April 25, 2014.

Financial Considerations: The City has received the $1,000 purchase option payment 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 Special Warranty Deed and the Termination and Release of Lease Agreement and the delivery of such documents have been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council adopt the Resolution approving the Special Warranty Deed and the Termination and Release of Lease Agreement to convey the property to MDI Limited Partnership #71 and authorize the necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination and Release of Lease

SPECIAL WARRANTY DEED

THIS INDENTURE, made on this _____ of May, 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 MDI Limited Partnership #71, a Kansas limited partnership (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Dollar ($1.00) 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 real property situated in Sedgwick County, Kansas, described as follows:

Parcel 1: Unit No. 2, Eaton Place Condominium, including an undivided 47.015% interest in the common areas and facilities, as established by the Declaration of Eaton Place Condominium recorded in the Office of the Sedgwick County Register of Deeds December 21, 1999 on Film 1998, page 175; and as amended, located on the following premises, to-wit:

Lots 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69 and 71, on Douglas Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated east-west alley lying south of and adjacent to said Lots; and Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas; and Lots 2, 4, 6, 8, 10 and 12, on Fourth, now St. Francis Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, except that part being reserved as "Additional Property" and described as the east 23.53 feet of Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, and Lots 2, 4, 6, 8, 10 and 12, on Fourth now St. Francis Avenue, together with all of the north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas.

Parcel 2: Unit No. 4, Eaton Place Condominium, including an undivided 2.058% interest in the common areas and facilities, as established by the Declaration of Eaton Place Condominium recorded in the Office of the Sedgwick County Register of Deeds December 21, 1999 on Film 1998, Page 175; and as amended, located on the following premises, to-wit:

Lots 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69 and 71, on Douglas Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated east-west alley lying south of and adjacent to said Lots; and Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas; and Lots 2, 4, 6, 8, 10 and 12, on Fourth, now St. Francis Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, except that part being reserved as "Additional Property" and described as the east 23.53 feet of Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, and Lots 2, 4, 6, 8, 10 and 12, on Fourth now St. Francis Avenue, together with all of the north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas.

Parcel 3: Unit No. 5, Eaton Place Condominium, including an undivided 26.546% interest in the common areas and facilities, as established by the Declaration of Eaton Place Condominium recorded in the Office of the Sedgwick County Register of Deeds

December 21, 1999 on Film 1998, Page 175; and as amended, located on the following premises, to-wit:

The East 23.53 feet of Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, and Lots 2, 4, 6, 8, 10 and 12, on Fourth now St. Francis Avenue, together with all of the north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas.

Parcel 4: Appurtenant easements contained in the document entitled "Declaration of Condominium" recorded as Film 1998, Page 175; and Film 2461, Page 1251 of Official Records.

Together with those improvements located on such land and financed with portions of the proceeds of certain Industrial Revenue Bonds issued by Grantor, in its Series X-B, 1999.

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 _____, 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 _____, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor of the City of Wichita, Kansas, and Karen Sublett, City Clerk of such city, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita Kansas, as the free act of such City.

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

_____
Notary Public

My Appointment Expires:

_____

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

TERMINATION AND RELEASE OF LEASE

THIS TERMINATION AND RELEASE OF LEASE dated as of the _____ day of May, 2014, by and among the City of Wichita, Kansas, a municipal corporation (the "City"), MDI Limited Partnership #71, a Kansas limited partnership ("MDI" or the "Tenant") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, 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 St. Louis, Missouri (the "Trustee");

W I T N ES S E T H:

WHEREAS, the City heretofore leased to the Tenant certain real property and improvements pursuant to a Lease dated as of November 1, 1999 (the "Lease"), by and between the City and the Tenant, a Notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County on December 21, 1999 on Film 1998, Page 419; 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:

THE LAND. The following described real estate located in Sedgwick County, Kansas, to wit:

Parcel 1: Unit No. 2, Eaton Place Condominium, including an undivided 47.015% interest in the common areas and facilities, as established by the Declaration of Eaton Place Condominium recorded in the Office of the Sedgwick County Register of Deeds December 21, 1999 on Film 1998, page 175; and as amended, located on the following premises, to-wit:

Lots 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69 and 71, on Douglas Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated east-west alley lying south of and adjacent to said Lots; and Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas; and Lots 2, 4, 6, 8, 10 and 12, on Fourth, now St. Francis Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, except that part being reserved as "Additional Property" and described as the east 23.53 feet of Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, and Lots 2, 4, 6, 8, 10 and 12, on

Fourth now St. Francis Avenue, together with all of the north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas.

Parcel 2: Unit No. 4, Eaton Place Condominium, including an undivided 2.058% interest in the common areas and facilities, as established by the Declaration of Eaton Place Condominium recorded in the Office of the Sedgwick County Register of Deeds December 21, 1999 on Film 1998, Page 175; and as amended, located on the following premises, to-wit:

Lots 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69 and 71, on Douglas Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated east-west alley lying south of and adjacent to said Lots; and Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas; and Lots 2, 4, 6, 8, 10 and 12, on Fourth, now St. Francis Avenue, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, together with all of the vacated north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas, except that part being reserved as "Additional Property" and described as the east 23.53 feet of Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, and Lots 2, 4, 6, 8, 10 and 12, on Fourth now St. Francis Avenue, together with all of the north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas.

Parcel 3: Unit No. 5, Eaton Place Condominium, including an undivided 26.546% interest in the common areas and facilities, as established by the Declaration of Eaton Place Condominium recorded in the Office of the Sedgwick County Register of Deeds December 21, 1999 on Film 1998, Page 175; and as amended, located on the following premises, to-wit:

The East 23.53 feet of Lots 1, 3, 5, 7, 9 and 11, on Emporia Avenue, and Lots 2, 4, 6, 8, 10 and 12, on Fourth now St. Francis Avenue, together with all of the north-south alley adjoining said Lots, in N.A. English's Addition to Wichita, Sedgwick County, Kansas.

Parcel 4: Appurtenant easements contained in the document entitled "Declaration of Condominium" recorded as Film 1998, Page 175; and Film 2461, Page 1251 of Official Records.

Said real property described constituting the "Land" as referred to in said Lease; and

The property described above, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of

Sections 11.1 of the Lease, constitute the “Project” as referred to in both the Lease and the Indenture.

WHEREAS, the City previously had outstanding its Industrial Revenue Bonds, Series X-B, 1999 (MDI Limited Partnership #71) in the original aggregate principal amount of $1,280,000, dated November 1, 1999 (the "Bonds"); and

WHEREAS, all Outstanding Bonds have been paid in full, and no Bonds remain Outstanding under the Trust Indenture dated as of November 1, 1999 (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, and the above described Notice of Lease and Assignment of Lease are 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 _____, 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 _____, 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:

_____

MDI Limited Partnership #71

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 MDI Limited Partnership #71, a Kansas limited partnership, 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:

_____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: _____
Name: _____
Title: _____

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

Now on this ___ day of May, 2014, before me the undersigned, a Notary Public, in and for the country and province aforesaid, came _____, a _____ of The Bank of New York Mellon Trust Company, N.A., the same person who executed as such _____the foregoing instrument in writing on behalf of the Trustee, and he/she duly acknowledged the execution of the same for himself/herself and for the Trustee for the uses and purposes therein set forth. In witness whereof I have set my hand and official seal on the day and year written above.

_____
Notary Public

My appointment expires:

_____

RESOLUTION NO. 14-143

A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS, TO CONVEY CERTAIN REAL PROPERTY TO MDI LIMITED PARTNERSHIP #71, AND PRESCRIBING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City has previously issued its Subordinated Residential Rental Facility Revenue Bonds (Eaton Place Project) Series X-B, 1999 in an aggregate principal amount of $1,280,000 for the purpose of providing funds to acquire, construct and equip a residential rental facility located in Wichita, Kansas.

WHEREAS, the Bonds were issued pursuant to Ordinance No. 44-444 passed and approved by the governing body of the City on December 14, 1999 (the "Ordinance"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the “Landlord”), and MDI Limited Partnership #71, as lessee (the "Lessee"), entered into a Lease Agreement dated as of November 1, 1999, (the "Lease"), a notice of which was filed of record at Film 1998, Page 419 in the records of the Sedgwick County Register of Deeds; and

WHEREAS, the Lessee will pay in full, on or before April 25, 2014, all of the Bonds; and

WHEREAS, following the payment in full of all of the Bonds, the Developer has requested that the City convey title to the Project to MDI Limited Partnership #71, following the payment of the sum of $1,000 and all other payments required by Section 17.2 of the Lease;

WHEREAS, the City desires to convey said Project to the Developer upon satisfaction of the conditions specified herein.

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

Section 1. Approval of Conveyance. The conveyance by the City of the personal property described in the Bill of Sale, if any, attached hereto and incorporated herein by reference (with such technical changes in such description as may be necessary to correct or update it) is hereby approved, upon the terms and conditions set forth herein.

Section 2. Authorization of Documents. The governing body hereby authorizes and approves the Termination and Release of Lease Agreement, attached hereto as Exhibit A, and the Special Warranty Deed, attached hereto as Exhibit B, in substantially the forms presented to and reviewed by the governing body of the City at this meeting and attached to this Resolution (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 3. Execution of Documents. The Mayor is hereby authorized and directed to execute the Termination and Release of Lease Agreement and the Special Warranty Deed, and the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City.

Section 4. Delivery of Documents. The Mayor, City Clerk, or other staff of the City, is hereby authorized and directed to deliver the Termination and Release of Lease Agreement, and Special Warranty Deed conditioned upon satisfactory evidence that the Tenant has made payment of (i) any fees due the Paying Agent; (ii) any other payments required by Section 17.2 of the Lease; and, (iii) $1000, as required by the Lease, and an appropriate certification by the Paying Agent as to the redemption and payment of all the Bonds.

Section 5. Further Authority. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates as may be necessary to transfer the Project, terminate all interest of the City in the Project and carry out the intent of this Resolution.

ADOPTED by the governing body of the City of Wichita, Kansas, this 20th day of May, 2014.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

Agenda Item No. II-14

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council Members

SUBJECT: 2013 Walking Paths and Exercise Systems (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendations: Approve the initiation of funds, adopt the bonding resolution and authorize necessary signatures.

Background: The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council includes funding to develop and rehabilitate walking paths and outdoor exercise systems throughout the City in accordance with the Park, Recreation and Open Space (PROS) Plan, the strategic master plan for the City's park system, which was adopted by the City Council in November of 2008.

Analysis: This project will provide sidewalks, paths, trails and exercise stations in several regions, allowing more citizens access to these types of facilities. Parks to be developed with paths and/or exercise systems are Chisholm and Orchard.

The first priority will be a paved path along the North Lake portion of Chisholm Creek Park, lying north of K-96 Highway and west of Woodlawn. Fishermen and hikers currently use mowed pathways to access the lake. Isolated from the southern portion of Chisholm Creek Park by the highway, it is in need of paved systems. The surrounding area has developed into a family-friendly mix of residential and commercial establishments which substantially add to the need for outdoor recreation area. The second priority will be creating a walking path in Orchard Park.

Financial Considerations: The 2013 CIP contains $150,000 for Walking Paths/Exercise Systems. The funding source is General Obligation Bonds.

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

Recommendation/Actions: It is recommended that the City Council approve the initiation of the funds, adopt the bonding resolution and authorize necessary signatures.

Attachments: Bonding resolution.

Gilmore & Bell, P.C.
02/12/2014

RESOLUTION NO. 14-144

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

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 (the "Governing Body") of the City has heretofore, pursuant to K.S.A. 13-1346, created the Wichita Board of Park Commissioners (the "Board"); and

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

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

Labor, material and equipment for improvements and development of paved path along the North Lake portion of Chisholm Creek Park and create a walking path in Orchard Park . Additional parks may receive upgrades utilizing part of these funds if needed to supplement future grants, awards or donations from other sources.

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

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $150,000 in accordance with specifications prepared or approved by the City of Wichita.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on May 20, 2014 .

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: 2014 Arterial Sidewalk and Wheelchair Ramp Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the project and adopt the resolution.

Background: The 2011-2020 Adopted Capital Improvement Program (CIP) includes an ongoing project to install wheelchair ramps and sidewalks on arterial streets.

Analysis: The Department of Public Works & Utilities continually receives requests for new sidewalk throughout the City. Staff reviews each request to ensure right-of-way is sufficient to construct sidewalk in the requested location. Recent requests and possible locations not already included within an arterial CIP project are listed below:

- 13th Street North, K-96 to 127th Street East
- North River Boulevard, 11th to 13th Streets North
- Oliver, 17th Street North to 21st Street North
- Arkansas, 37th Street North to 45th Street North
- Pawnee, George Washington Boulevard to Oliver
- 15th Street North, McLean to Meridian
- 21st Street North, Red Brush to Webb
- McLean, 13th Street North to 15th Street North
- Harry, Airport Road to Midfield Road

Financial Considerations: The programmed CIP for the installation of wheelchair ramps and sidewalks on arterial streets in 2014 is $450,000 funded by General Obligation bonds.

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

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

Attachments: Map, budget sheet, and resolution.

Gilmore & Bell, P.C.
05/12/2014

RESOLUTION NO. 14-145

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY (SIDEWALK AND ACCESSABILITY RAMPS).

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

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

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

Design and construction of sidewalk and accessibility ramps at the following locations:

- 13th Street North, K-96 to 127th Street East
- North River Boulevard, 11th to 13th Streets North
- Oliver, 17th Street North to 21st Street North
- Arkansas, 37th Street North to 45th Street North
- Pawnee, George Washington Boulevard to Oliver
- 15th Street North, McLean to Meridian
- 21st Street North, Red Brush to Webb
- McLean, 13th Street North to 15th Street North
- Harry, Airport Road to Midfield Road

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

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $450,000 in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of

the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on May 20, 2014.

(SEAL)

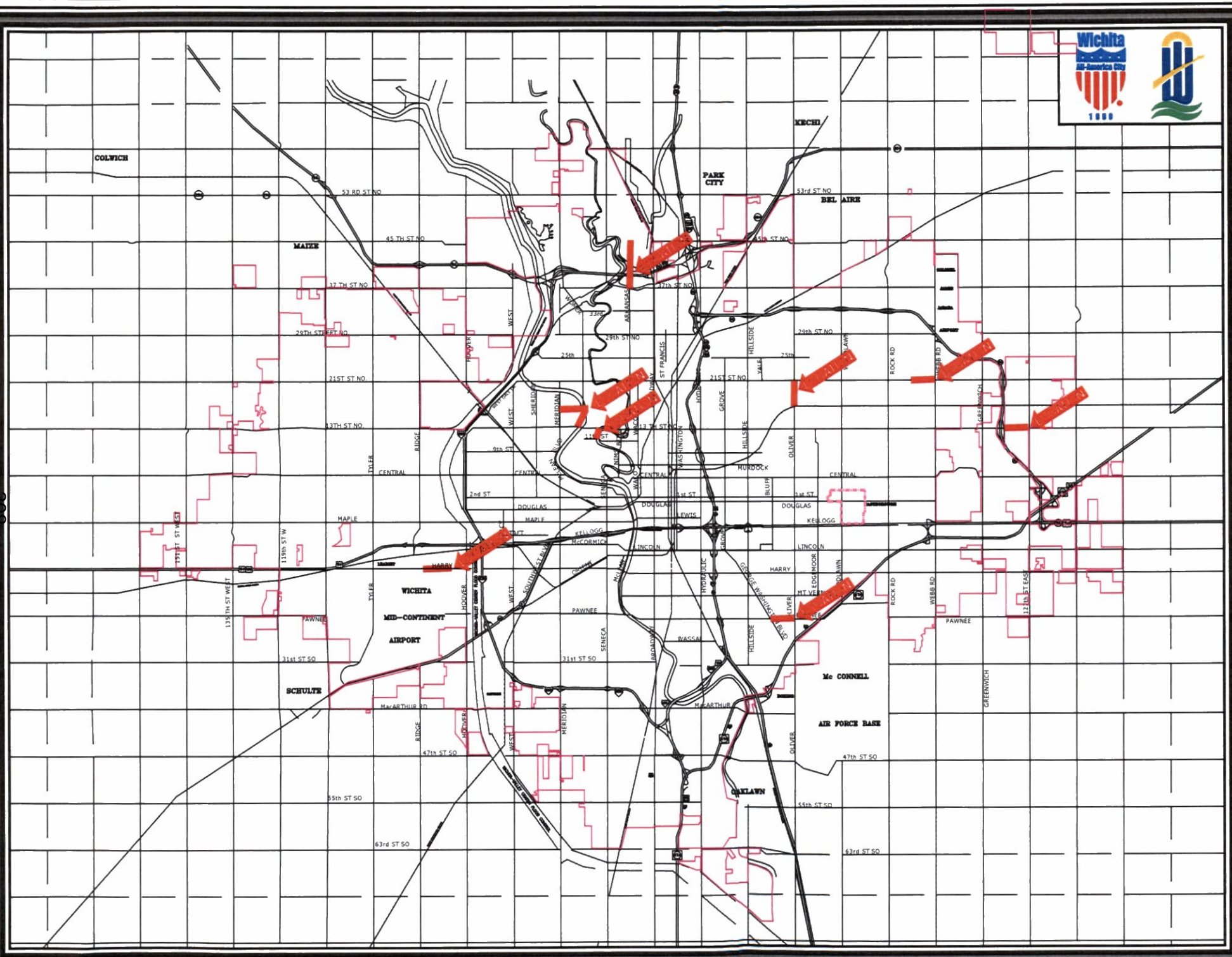
_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law


Wichita
All-America City
1999
COLWICH
MAIZE
PARK CITY
KECHI
BEL AIRE
WICHITA
MID-CONTINENT
AIRPORT
SCHULTE
Mc CONNELL
AIR FORCE BASE
OAKLAWN
53 RD ST NO
45 TH ST NO
37 TH ST NO
29TH STREET NO
21ST ST NO
13TH ST NO
9th ST
2nd ST
1st ST
DOUGLAS
MAPLE
KELLOGG
McCORMICK
LINCOLN
HARRY
PAWNEE
WASSAL
MacARTHUR
MacARTHUR RD
31st ST SO
47th ST SO
55th ST SO
63rd ST SO
CENTRAL
MURDOCK
LEWIS
MT VERNON
ROCK RD
WEBB RD
GREENWICH
HILLSIDE
OLIVER
HOOVER
WEST
MERIDIAN
SHERIDAN
ARKANSAS
ST FRANCIS
WASHINGTON
GROVE
YALE
BLUFF
EDGEMOOR
SENECA
BROADWAY
HYDRAULIC
GEORGE WASHINGTON BLVD
SOUTHWEST BLVD
TYLER
RIDGE
135TH ST WEST
119th ST W
151ST ST WEST
121th ST EAST
25th
33rd

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2014 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85169

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: May 20, 2014 REQUEST DATE:

PROJECT # : 211535 PROJECT TITLE: 2014 Arterial Sidewalk & Wheelchair Ramp Program

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: 2014 Arterial Sidewalk & Wheelchair Ramp Program

OCA # : 707071 OCA TITLE: 2014 Arterial Sidewalk & Wheelchair Ramp Program

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

PROJECT MANAGER: Paul Gunzelman PHONE #: 268-4393

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9720 G.O. Bonds	$450,000.00	2999 Contractuals	$450,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$450,000.00	**EXPENSE TOTAL:**	$450,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

Agenda Item No. II-16

CITY OF WICHITA
City Council Meeting
May 20, 2014

TO: Mayor and City Council Members

SUBJECT: Sale of Surplus Properties Located to the West of the Residences in the 700 Block of North Arapaho and at 901 North Arapaho (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Accept the offers and approve the sales.

Background: There is a 100 foot wide exception to the 1956 plat, West Central Gardens Third Addition, Sedgwick County, Kansas. The land is north of Central Avenue and adjacent to the east right-of-way line of the Wichita-Valley Center Flood Control Project. On May 30, 1995, the City Council declared the exception as surplus real estate. The strip of land is vacant and has been maintained by the City of Wichita's Storm Water Division with some of the adjacent owner's also providing maintenance. Due to the location and inaccessibility of the tract, the adjacent homeowners are the sole market users for the property. Until the City of Wichita's Storm Water Division initiated a project to remove volunteer trees and replace the floodway's fencing, there had been little interest in acquiring the land. As a result of the recent project, adjacent owners expressed an interest in purchasing portions of the strip of land and taking over the maintenance permanently.

There are 11 continuous lots between 721 North Arapaho and 765 North Arapaho. Nine of the adjacent residential owners of those properties have requested to purchase the land adjacent to those residences; the exceptions are 729 North Arapaho and 749 North Arapaho. The owners of 729 and 749 North Arapaho opted not to buy the land. To keep from creating single-lot gaps within that block, the owners next door to 729 and 749 North Arapaho agreed to acquire the extra lots. The owner of 901 North Arapaho has also agreed to acquire the adjacent land thus eliminating the one single-lot gap in the 900 Block. The properties will be surveyed and each lot will be sold for $1,000. The properties will be used as additional yard space.

Analysis: The land adjacent to the Wichita-Valley Center Floodway was acquired at no cost to the City when platted as an exception in the West Central Gardens Third Addition. Many of the adjacent property owners currently utilize the land as yard space. The sale of the 12 lots at $1,000 each will result in a gain of $12,000 for the City.

Financial Considerations: The City will receive cash consideration from the sale of the property at closing and be relieved of maintenance. After the properties are sold, the properties will return to the tax rolls which will place additional value into the tax base. The City will receive all proceeds from the sales minus any associated administrative costs.

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

Recommendation/Action: It is recommended that the City Council; 1) accept the offers to purchase; 2) approve the real estate agreements; and 3) authorize the necessary signatures.

Attachments: Aerials and the real estate purchase agreement form.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, made and entered into this_____ day of _____, 2014, by and between the City of Wichita, Kansas, hereinafter referred to as "Seller," and _____, hereinafter referred to as "Buyer."

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

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

   A tract of land adjacent to Lot _____, West Central Gardens 3rd Addition, generally located Northeast of West Central and the Floodway. The exact legal description to be determined by a land survey that will be paid for by the Buyer.

2. The Buyer hereby agrees to purchase, and pay the Sellers, as consideration for the conveyance to Buyer of the above-described real property, the sum of One Thousand Dollars and No Cents ($ 1,000.00) in cash at closing.

3. The Seller agrees to sell and convey to the Buyer a merchantable title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to buyer. Seller further agrees to forthwith furnish to the buyer a title insurance company's commitment to insure the above-described real property, showing a merchantable title vested in the Seller's name. It is understood and agreed that the Seller shall have a reasonable time after said title evidence has been examined in which to correct any defects in title.

4. The costs of title insurance and closing shall be paid one-half by Seller and one-half by Buyer. Any taxes and assessments shall be prorated as of the date of closing. Taxes shall be pro-rated for calendar year on the basis of taxes levied for prior year.

5. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reaso nable wear and tear excepted.

6. Seller shall deliver possession of the said real property to Buyer at closing.

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

8. The above-described real property parcels are for sale in its present 'as is' condition, and the Buyer agrees to satisfy himself or herself that the property is suitable for the Buyer's intended purpose.

9. Time is of the essence in the interpretation and enforcement of this Contract, and it shall be consummated and closed on or before the 30th day of May, 2014.

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

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

11. The Buyer also covenants and agrees that the Buyer, his agents, successors and assigns shall not use the property for any of the following:

A. Adult Book and Video Stores
B. Community Correctional Facilities
C. Half-way Houses
D. Drug or Alcohol Rehabilitation Facilities
E. New or used Car Lots
F. Multi-game, Casino-style Gambling Facilities
G. Commercial Billboard Siting.

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

13. Buyer understands and agrees: a) Buyer is accepting the Subject Property and business on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, condition or past financial records of the property have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.

14. Upon closing of title, all promises, statements and obligations merge in the deed except as herein defined, and thereafter Buyer will be deemed to have waived all claims and causes of action against the Seller, his agents or assigns.

IN WITNESS WHEREOF, the parties have executed this agreement the date and year first above written.

BUYER:

_____

SELLER:
THE CITY OF WICHITA, KANSAS, A MUNICIPAL CORPORATION:

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

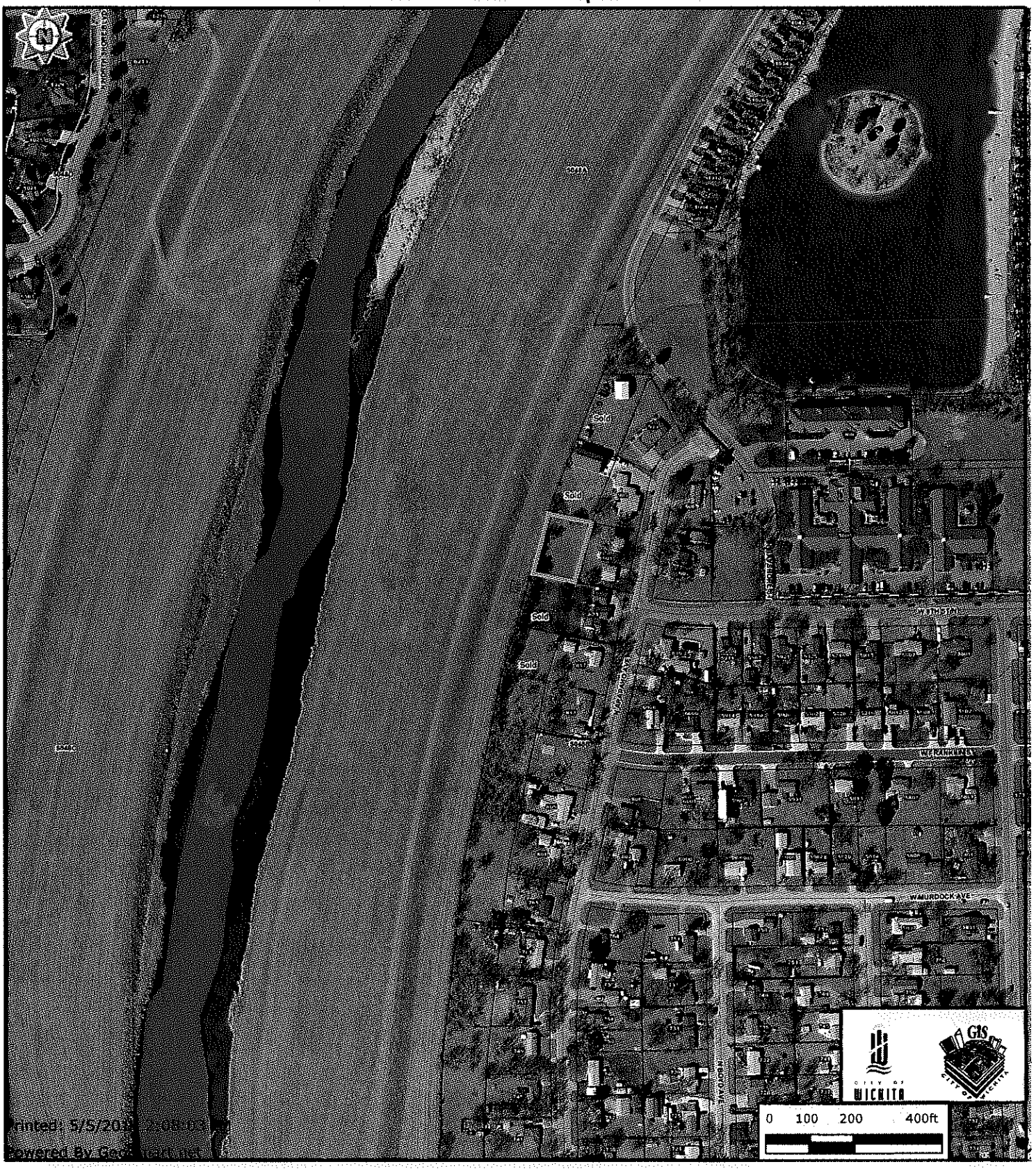
Proposed Sale of Excess Land

721 to 765 North Arapaho

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

Proposed Sale of Excess Land

901 North Arapaho



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: TIGER Planning Grant Application for Extension of Passenger Rail Service from Oklahoma City to Newton, Kansas (All Districts).

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve submittal of the grant application, approve the commitment of $25,000 toward the local match, and authorize the necessary signatures.

Background: The United States Department of Transportation (US DOT) recently announced the availability of funding for the sixth round of Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grants. The application this year is for funds from a newly created planning grant category for completion of the National Environmental Policy Act (NEPA) process and preliminary engineering for the extension of passenger rail service from Oklahoma City to Newton, Kansas.

Wichita was able to secure numerous supporting partners for this project, including the Kansas Department of Transportation (KDOT); the Oklahoma Department of Transportation (ODOT); the Kansas Department of Health and Environment; Oklahoma State Representative Steve Vaughn; Amtrak; the Cities of Guthrie and Ponca City, Oklahoma; the Perry, Oklahoma, Chamber of Commerce; the City of Kansas City, Missouri; Wichita Transit; the Northern Flyer Alliance; and Occidental Management, the owners of the Wichita Union Station.

Analysis: Total project costs for the NEPA process and preliminary engineering are estimated at $5.625 million. The TIGER grant application requests $3.0 million in Federal funding, the maximum allowed. KDOT has committed $1.5 million and ODOT $1.1 million to provide the local match for the application. The City of Wichita would be committing $25,000 to the project.

The application was submitted by the US DOT's April 28 deadline. City Council approval is being sought retroactively because the specifics of the application were still being developed up until the deadline.

Financial Considerations: The City of Wichita is asked to commit $25,000 toward the local match. In addition, the City Manager authorized the expenditure of $5,000 (plus reimbursable costs) for a contractor to assist with preparation of the Project Narrative that is a necessary part of the application.

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

Recommendations/Actions: It is recommended that the City Council approve submittal of the TIGER Discretionary Grant Application for extension of passenger rail service from Oklahoma City to Newton, Kansas, approve the commitment of $25,000 toward the local match, and authorize the necessary signatures.

Agenda Item No. II-18

CITY OF WICHITA
City Council Meeting
May 20, 2014

TO: Mayor and City Council Members

SUBJECT: Weapons Destruction

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Receive and file the report.

Background: The Police Department has requested authorization to destroy several weapons which have been confiscated in criminal activity but are no longer needed as evidence.

Analysis: The City Code provides that weapons seized in connection with criminal activity shall be destroyed or forfeited to the Wichita Police Department. All transactions involving weapon disposal must have prior approval of the City Manager. A list of weapons being destroyed has been provided (attached), and includes Exhibit A – 19 long guns and 77 handguns. The destruction of the weapons will be witnessed and monitored by staff.

Financial Considerations: None.

Legal Considerations: Upon review by the City Council, the necessary court documents will be prepared to proceed with destruction of the listed weapons.

Recommendations/Actions: It is recommended that the City Council receive and file the list of weapons.

Attachment: List of weapons to be destroyed.

APRIL 2014 LONG GUN LIST

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	10C000349	SEAR ROEBUCK	JCHIGGENSMODEL20		12	SP
2	10C069750	REMINGTON	WINGMASTERMODEL870	777361V	12	SP
3	10C069750	WINCHESTER	1897	444866	12	SP
4	10C000619	RUSSIAN	SKS	RHO32837	7.62	RI
5	10C002180	MOSSBERG	930	AFO17717	12	SI
6	10C005851	NORINCO	SKS	21000845E	7.62	RI
7	10C011161	WINCHESTER	L1200	L586810	20	SP
8	10C009891	HIGH STANDARD	DELUXEMODEL-K121	3033287	12	SP
9	10C008479	NORINCO	SKS	1409744VG	7.62	RI
10	10C009380	REMINGTON	1200	L898473	20	SP
11	10C008348	REVELATION	356V	P386074	20	SS
12	10C019205			P952329	22	RB
13	11C041943	MOSSBERG	MAVERICK88	MV88307N	12	SP
14	10C016867	CHARLES DALY	CHARLESDALYFIELD	5100581	12	SI
15	10C014105	MOSSBERG	MAVERICK88	MV08007N	12	SP
16	10C014411	MOSSBERG	500A	K551911	12	SP
17	10C025723	MOSSBERG	500A	K928831	12	SP
18	10C028476	MOSSBERG	500A	T455395	12	SP
19	10C025830	MOSSBERG	MAVERICK	MVMV61201J	12	SP
20						
21						
22						
23						
24						
25						
26						

Exhibit A

APRIL 2014 HAND GUNS TBD

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	10C001673	SMITH & WESS	66-2	ANF8523	357	PR
2	10C006542	STEYER	M9	035229	9	PI
3	10C000619	H & R	929	AX136119	22	PR
4	10C006717	TAURUS	82	1233623	38	PR
5	10C005609	GRENDEL	P-12	26098	380	PI
6	10C003163	JIMENEZ ARMS	JA25	027277	25	PI
7	10C005357	TAURUS	PT140	SVG35698	40	PI
8	10C000836	ROSSI	M685	AA145872	38	PR
9	10C001563	H & R	622	AP139299	22	PR
10	10C002600	TANFOGLIO	TA90	G26576	9	PI
11	10C003121	TAURUS	85	EB42231	38	PR
12	10C003163				38	PR
13	10C003323	CDM	CDM	138964	22	PR
14	10C003517	HI POINT	CF380	P8000109	380	PI
15	10C002214	RUGER		242345	22	PI
16	10C006176	JIMENEZ ARMS	JANINE	053306	9	PI
17	10C001081	CHARTER ARMS	UNDERCOVER	223540	38	PR
18	10C000349	BRYCO ARMS	BRYCO38	1541676	38	PI
19	10C003144	HI STANDARD	R-101		22	PR
20	10C005834	ROSSI	M885	W204516	38	PR
21	10C002387	GLOCK	22	CMH757US	40	PI
22	10C000349	RUGER	NEWMODELSINGLESIX	63-31141	22	PR
23	10C001677	JIMENEZ ARMS	JANINE	039493	9	PI
24	10C006003	JENNINGS	J-22	002543	22	PI
25	10C003681	RUGER	P94	340-95987	40	PI
26	10C001219	RG	RG23	T463107	22	PR

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
27	10C004043	TAURUS		2050849	38	PR
28	10C010561	KELTEC	P3AT	HV752	380	PI
29	10C008205	RUGER	SECURITYSIX	155-62717	357	PR
30	10C009552	RG	RG31	0067555	38	PR
31	10C009496	SMITH & WESS	36	J211836	38	PR
32	10C013105	LLAMA	PARABELLUM	943348	9	PI
33	10C011577	BERSA	THUNDER380	428992	380	PI
34	10C011344	STALLARD ARMS	JS-9	093793	9MM	PI
35	10C007018	SMITH & WESS	10-5	D7712832	38	PR
36	10C009127	HI-POINT	C9	P1216577	9	PI
37	10C010561	DAVIS	P-380	AP444881	380	PI
38	10C010694	BRYCO	JENNINGSNINE	1354457	9	PI
39	10C010487	SMITH & WESS	5609	VAN9133	9	PI
40	10C007674	JIMENEZ ARMS	JA380	113477	380	PI
41	10C009845	HI-POINT	JHP	X4108776	45	PI
42	10C008248	HI-POINT	JHP	X4125198	45	PI
43	10C010306	HI-POINT	CF380	P897470	380	PI
44	10C012332	HI-POINT	C9	P131676	9	PI
45	10C011577	COBRA ENT	CA-380	CP041487	380	PI
46	10C008248	PHOENIX ARMS	HP22	4194933	22	PI
47	10C012983	HI-POINT	CF380	P8000262	380	PI
48	10C007928	RAVEN ARMS	P-25	375668	25	PI
49	96C023030	RUGER	REDHAWK	50222646	44	PR
50	10C018238	RUGER	GP100	174-70585	357	PR
51	10C018069	TANFOGLIO	TZ75	H16284	9MM	PI
52	10C018181	SMITH & WESS	64-3	1D74954	38	PR

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
53	10C015209	RUGER	P89DC	303-87611	9MM	PI
54	10C014411	HI POINT	C9	P090141	9MM	PI
55	10C014946	BRYCO	JENNINGSNINE	1399238	9MM	PI
56	10C017312	SMITH & WESS	SW40VE	PD81966	40	PI
57	95C053615	RUGER	AUTOMATICPISTOL	14-73638	22	PI
58	10C015871	BRYCO	JENNINGSJ22	385032	22	PI
59	10C014365	CHARTER ARMS	PATHFINDER	839831	22	PR
60	10C015556	SPRINGFIELD ARMORY	1911-A1	WW96693	45	PI
61	10C017020	COLT	COMBATCOMMANDER	70SC25231	45	PI
62	10C014648	LORCIN	L380	505632	380	PI
63	97C058881	TITAN		B03195	22	PI
64	10C018238	TITAN	TIGER	ED48766	22	PI
65	10C018965	RAVEN	MP-25	957391	25	PI
66	10C020159	BRYCO	JENNINGSJ-22	183956	22	PI
67	10C015122	TAURUS	PT145PRO	NAM95974	45	PI
68	10C013769	RUGER	P94DC	340-82389	40	PI
69	10C016718	HWM	EA/R	1536647	38	PR
70	10C018210	HI POINT	JCP	X7100687	40	PI
71	10C018238	SMITH & WESS	6904	VCR7496	9MM	PI
72	10C020130	HI POINT	JHP	X4139072	45	PI
73	10C006587	ROHM	38S	FF362508	38	PR
74	10C014178	RUGER	P85MKII	303-83420	9MM	PI
75	10C017925	HI POINT	CF380	P799291	380	PI
76	10C021088	DAVIS	P-380	AP480202	380	PI
77	10C020148	LORCIN	L380	004721	380	PI
78						

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: Kansas Health Foundation Healthy Living Grant Agreement

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the grant agreement and authorize the necessary signatures.

Wichita Bicycle and Pedestrian Advisory Board Recommendation: the Board recommended that the City of Wichita apply for the grant for the activities described below.

Background: 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.

Earlier this year, the Kansas Health Foundation (KHF) announced that it would be accepting grant applications for Healthy Living Grants funding to implement evidence-based strategies that promote and support "healthy living" in Kansas. Eligible activities were required to support one or more of the following: a) healthy eating, b) active living, and/or c) tobacco use prevention. The Healthy Living Grants could provide up to $100,000 and did not require a local match. The grant deadline was March 28th.

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.

On March 25, 2014, the Wichita City Council approved the submission of the grant application for the following activities.

- 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.

Analysis: The KHF Healthy Living Grant funds will enable the City to undertake strategies that support active living and implement the Wichita Bicycle Master Plan. The grant award is for the full $100,000 requested in the City's grant application. The term of the grant is from June 2014 through May 2016.

Financial Considerations: The grant agreement is for $100,000. No City funds will be necessary to implement the projects. Any grant funds not utilized by the end of the grant must be returned to the Kansas Health Foundation.

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

Recommendations/Actions: It is recommended that the City Council approve the grant agreement and authorize the City Manager to sign the agreement.

Attachments: Kansas Health Foundation Grant 201401008-14 Agreement

Kansas Health Foundation

Grant Agreement

This Agreement is made and entered into by and between the Kansas Health Foundation ("Foundation") and the City of Wichita ("Grantee") to become effective upon receipt by Foundation of a fully executed copy of this Agreement.

1. **Grant Identification**

   Grant Number: 201401008-14

   Grant Award Amount: $100,000

   Grant Term: 6/1/2014 – 5/31/2016

   Project: Improving Opportunities for Healthy Living through Implementation of the Wichita Bicycle Master Plan

2. **Scope of Work:** The purpose of this Grant is to implement evidence-based strategies that promote and support "healthy living" in Kansas as described by the attached RFP, proposal and approved budget dated March 28, 2014, and any modifications thereto approved by Foundation (collectively "Grant Documents").

3. **Payment Schedule:** Subject to Grantee's acceptable performance under this Agreement, amounts will be advanced to Grantee based upon the schedule set forth on **Exhibit A**. Notwithstanding any other provision of this Agreement to the contrary, Foundation reserves the right to modify the payment schedule at any time. All payments will be made via electronic fund transfers.

4. **Reporting Schedule**: Among other information that may be reasonably requested by Foundation from time to time, grant and financial status reports will be required at the time(s), and in the format(s), set forth on **Exhibit B**.

5. **Grantee's Federal Tax Status:**

   Grantee's Tax Status: Government Entity

6. **Anti-Discrimination Policy:** Grantee agrees that in performing its obligations with respect to the Project , it will do so without regard to race, color, religion, national origin, ancestry, disability, veteran status, genetic information, age, sexual orientation or gender (except in instances when age or gender is a stated condition of admission to the Project and is so disclosed in Grantee's proposal to Foundation), or any other basis made unlawful by applicable federal, state, or local law, ordinance, or regulation.

7. **Monitoring/Site visits:** Foundation reserves the right to monitor and conduct reviews of Grantee's operations that are related to this Grant. That may include site visits, records and materials reviews, and discussions of Grantee's activities and finances with Grantee's personnel. Grantee agrees to make available, upon reasonable notice and during regular business hours, personnel (including members of its governing body) for any discussion with Foundation representatives, which Foundation determines in good faith is necessary to determine compliance with, or progress toward, the purposes of this Grant.

8. **Expenditure of Funds:** Grantee will directly administer the Project and agrees that no grant funds shall be disbursed to any organization or entity, whether or not formed by the Grantee, other than as specifically set forth in the Grant Documents. In approving the Grant, Foundation has been furnished with a budget for the Project, and Foundation has relied upon income and expenditures occurring substantially as outlined in the budget. If there are material differences or changes (in total or in a line item) either in actual income or expenditures or in projected or budgeted income or expenditures related to this Project, Foundation reserves the right to take such actions as it deems necessary to preserve its original objectives for the Project (including without limitation, restricting Foundation monies to payment of certain items only and/or reducing support consistent with the material change(s)). If other means cannot accomplish preservation of the original objectives, then Foundation may terminate this Grant as provided in this Agreement.

   Funds advanced under this Agreement will be used exclusively as set forth in the Grant Documents. To the extent such funds, or any installment thereof, are not expended within the timeframes set forth in the Grant Documents, they will be promptly returned to Foundation. This Agreement shall not be construed to imply any future funding commitment by Foundation.

   No part of the Grant Funds may be used to (i) lobby (within the meaning of IRC 501(c)(3)), or (ii) participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

9. **Agreement Amendments:** Any changes to the Grant Documents require a written amendment that is signed by both Grantee and Foundation. Any requests by Grantee for an amendment must be made at least 30-days prior to the Agreement's termination date.

10. **Foundation Liability:** Grantee is solely responsible for the Project and activities related thereto. Subject to any limitations which may be imposed by the Kansas Tort Claims Act (K.S.A. 75-6101 et seq. ("Act), or other applicable law, Grantee agrees to indemnify and hold harmless Foundation, and its officers, directors, and agents against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including reasonable attorneys' fees and court costs) which may be imposed upon, incurred by, or asserted against Grantee or Foundation or any of Foundation's officers, directors, or agents relating to the subject of the Grant Documents. In case any proceeding is brought against Foundation or any of its officers, directors, or agents by reason of any such claim, Grantee, upon written notice from Foundation, shall at Grantee's expense, resist or defend such action or proceeding with counsel approved by Foundation in writing. This Agreement is not intended, however, to extend the liability of Grantee beyond the limitations imposed by the Act.

11. **Subcontracts:** Within a reasonable timeframe before executing any subcontracts related to this Grant, Grantee will provide complete final drafts to Foundation for review. Copies of all signed subcontracts will be forwarded promptly to Foundation. Notwithstanding any review or comments offered by Foundation, Grantee shall provide written notice to all subcontractors that Grantee is solely responsible for performance under the subcontract, and no party shall be considered a third party beneficiary of this Agreement.

12. **Financial Records:** During the term of this Agreement, and for four years thereafter, Grantee will maintain complete books and records of revenues and expenditures for the Project. Such books and records (including the substantiating documents such as bills, invoices, canceled checks, receipts, etc.) shall be made available for inspection by Foundation at reasonable times, and Grantee will provide all requested assistance in connection with such inspection at no cost to Foundation. Grantee further agrees to promptly furnish Foundation with copies of such documents upon Foundation's request. In addition, Foundation may audit or have audited the books and records of Grantee insofar as they relate to the subject matter of this Agreement. The termination of this Agreement shall not relieve Grantee from the duty of providing any records or other information due to Foundation under this Agreement.

13. **Acknowledgement and Publicity:** Any press release or publication produced by Grantee that refers to grant results must include an acknowledgement of Foundation that reads: "The Kansas Health Foundation is a private philanthropy dedicated to improving the health of all Kansans. For more information about the Kansas Health Foundation, visit www.kansashealth.org." Neither Foundation nor Grantee will use the name or logo of the other party in any other manner without express written prior consent.

14. **Grant Termination:** Foundation, in its sole discretion, may terminate this Agreement if (i)Grantee ceases to be exempt from Federal income taxation under IRC 501(c)(3); (ii) Grantee's status as not a private foundation under IRC 509(a) is materially altered; (iii) in Foundation's judgment, Grantee becomes unable (or is likely to become unable due to the loss of key personnel or otherwise) to carry out the purposes of the Grant, ceases to be an appropriate means of accomplishing the purposes of the Grant, or fails to comply with any of the terms of this Agreement; or (iv) Grantee is dissolved, fails to operate, or violates the purpose for which funds are granted due to misuse or misapplication of funds. The right to terminate includes the right to suspend payment.

    If this Grant is terminated prior to the scheduled completion date, Grantee shall, upon request by Foundation and in addition to its other obligations under this Agreement, promptly provide to Foundation a full accounting of the receipt and disbursement of funds under the Grant as of the effective date of termination. The Grantee shall promptly repay all grant funds unexpended as of the effective date of termination and all grant funds expended for purposes or items allocable to the period of time after the effective date of termination. Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to obtain repayment of funds already expended by Grantee which were not applied in accordance with the terms of this Agreement.

15. **Relationship of the Parties:** This Agreement shall not grant Foundation any administrative control over Grantee or its operations. Foundation and Grantee agree that this Agreement does not create a principal-agent relationship of any type between the parties and that the Grantee will not, by act of omission or commission, foster any belief on the part of third parties that such relationship exists.

16. **Healthy Food and Beverage Policy:** Foundation recognizes food and beverages significantly impact health, and by providing access to healthy food and beverage options, Grantee may support the health of Kansans. If Grantee uses grant funds for food and beverage purchases, Grantee agrees to adhere to Foundation's Healthy Food and Beverage Guidelines provided in **Exhibit C**.

17. **Miscellaneous**

    A. **Choice of Law and Venue**. Grantee's rights and obligations under this Agreement are specific to Grantee, which may not assign its rights or obligations hereunder to any person or entity without prior written consent of Foundation. This Agreement is governed by and construed in accordance with the laws of the State of Kansas. Venue for any disputes arising hereunder will be in the courts located in Sedgwick County, Kansas.

    B. **Project Initiation**. Grantee and Foundation assume that implementation of the Project will begin by the start-up date reflected on **Exhibit A**. If the inability to recruit staff or other unforeseen circumstances delays the Project's implementation, Grantee agrees to notify Foundation in writing immediately. Foundation may, upon reasonable request, delay the start-up date if the Grantee indicates that it desires to continue to work toward implementation. Any such delay will automatically delay the payment schedule by a like time. If, however, start-up is not achieved within six months after the initial start-up date, this Grant will be treated as automatically terminated unless Foundation is petitioned for a further delay and Foundation, in its sole and complete discretion, permits such further delay.

    C. **Foundation Use of Data, Copyrights, etc**. Foundation shall retain a nonexclusive, irrevocable, royalty-free license to use and to license others to use any and all data collected in connection with the Grant in any and all forms in which said data are fixed. All copyright interests produced as a result of this Grant are owned by Grantee. Foundation, however, retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, alter, or otherwise use and to authorize others to use any such materials for Foundation purposes.

    D. **Public Reporting; Information Sharing**. Foundation may report information concerning this Grant (and its operation, goals, and status) and Grantee's performance to others, including various grantmaking agencies. Upon written request from the Foundation, Grantee shall promptly send to Foundation copies of all information materials it produces that are related to, or discuss, the Project.

This Agreement, and the documents referenced herein, set forth the full understanding of the terms and conditions under which this Grant is being made. The persons signing below represent they are authorized by their respective parties to do so and intend to enter into a binding agreement between the parties.

"Foundation"

Kansas Health Foundation

By: _____ Date: 5/8/2014

Jeffrey Willett, Ph.D., Vice President for Programs

"Grantee"

City of Wichita

By: _____ Date: _____

Robert Layton, City Manager

EXHIBIT A

PAYMENT SCHEDULE

Grant Term: 6/1/2014 – 5/31/2016

Schedule Date	Amount
Upon receipt of signed agreement	$100,000

EXHIBIT B

REPORTING SCHEDULE

Due Date	Period Covering	Type of Requirement
7/1/2015	6/1/2014 – 5/31/2015	Grant Status Report and Financial Status Report
7/1/2016	6/1/2015 – 5/31/2016	Grant Status Report and Financial Status Report

- **Grant Status Report** – the grant status report will include a written narrative on progress toward achievement of grant objectives outlined in the approved proposal.

- **Financial Status Report** – will include a comparison of actual expenses with the approved project budget.

EXHIBIT C

Kansas Health Foundation Food and Beverage Guidelines

Beverage Guidelines
Foundation funds may not be used to purchase soft drinks (regular or diet) or sports/energy drinks.

Snack Guidelines
If Foundation funds are used to purchase and provide snack foods, Grantee would avoid serving calorie dense low nutrition snacks (donuts, cookies, candy, chips, full-fat ice cream, cake, etc.). Healthy snack foods typically include:

- Fresh fruits and vegetables
- Whole grain foods
- Nuts and seeds with low sodium/no added salt
- Low fat dairy products

It is recommended pre-packaged snack foods be served in portion sizes of 200 calories or less.

Catered/Prepared Meal Guidelines
If Foundation funds are used to purchase catered or prepared meals, Grantee will work with food providers to offer healthy meal options. The following recommendations provide general guidance regarding meal options. If desired, Grantee could conduct additional research to find more detailed healthy meal recommendations from other organizations.

Recommendations

- Prepare foods in a way that minimizes cholesterol, trans fat and saturated fat
- Seafood may be a healthy alternative to meat and poultry
- Provide a vegetarian meal option
- Ensure meals include one or more of the following:
    - Fresh fruit
    - Dark green, red and orange vegetables
    - Beans and peas
- Select whole grain options over refined grain
- Serve desserts in reasonable portion sizes

Kansas Health Foundation
Healthy Living Grants - Request for Proposals

I. Introduction

Through this Request for Proposals (RFP), the Kansas Health Foundation (Foundation) will fund organizations to implement evidence-based strategies that promote and support "healthy living" in Kansas, specifically activities that support one or more of the following: a) healthy eating, b) active living, and/or c) tobacco use prevention. The Foundation is particularly interested in strategies that will improve the health of low-income Kansans and/or other populations disproportionately affected by obesity/tobacco-related chronic diseases.

Smoking and obesity[1] remain the leading causes of preventable death and illness in Kansas, costing our state over $2 billion[2] annually in unnecessary health care costs. Nearly one-in-three (29.9%) Kansas adults is obese and one-in-five (19.4%) smokes[3]. Among Kansas high school students, one-in-ten (10.2%) is obese and one-in-five (20.8%) smoke or use other tobacco products.[4] The problems of obesity and tobacco use are increasingly concentrated among Kansans of lower socioeconomic status, further compounding health and economic disparities in our state. This RFP represents one component of the Foundation's efforts to address these problems and is intended to support the work of organizations committed and well-positioned to improve the health of all Kansans.

To make greater progress on these critical health issues, this RFP will support implementation of evidence-based healthy eating, active living and tobacco prevention strategies in Kansas. For purposes of this RFP, "evidence-based strategies" refers to those recommended by leading health organizations (i.e., the Centers for Disease Control and Prevention, the Institute of Medicine, the Community Preventive Services Taskforce) for the prevention of tobacco use and obesity, or are otherwise supported by strong research and evaluation findings. The Foundation is particularly interested in supporting the evidence-based strategies identified by Kansas stakeholders during the 2012 Kansas Obesity Summit and through development of the Kansas Chronic Disease State Plan (2013-2017), and those strategies recommended to achieve the Healthy Kansans 2020 objectives. Applicants will describe and substantiate the evidence base for their proposed strategies.

PSE Strategies vs. Programs for Individual Behavior Change

While there are a wide range of potential evidence-based strategies that support healthy living, the Foundation recognizes that personal changes are made in the context of the larger environment and that many health problems are related to conditions outside individuals' control. As a result, the Foundation is particularly interested in funding strategies that lead to implementation of policy, systems and environmental (PSE) interventions that support healthy eating, active living and tobacco prevention. For purposes of this RFP, applicants should use the following definitions for PSE interventions:

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[1] The Foundation uses the term, "obesity" as the proxy for the many negative health effects associated with lack of physical activity and an unhealthy diet. We believe increased physical activity and healthy eating are healthful regardless of weight classification, but also recognize the fields of medicine and public health utilize the term and indicator "obesity" to represent a leading health problem in the United States.

[2] Sources: Campaign for Tobacco Free Kids and Kansas Department of Health and Environment (KDHE)

[3] Source: 2012 Behavioral Risk Factor Surveillance System (BRFSS)

[4] Source: 2011 Youth Risk Behavior System (YRBS)

- Policy strategies include laws, ordinances, resolutions, regulation or written rules. Examples include organizational policies that provide time off during work hours for physical activity or ensure healthy food and beverage items are available in worksite cafeterias.
- Systems strategies impact possible choices and behaviors across an organization, institution or system. Examples include changes to the school system to support physical activity throughout the school day, and changes to health systems to ensure that each tobacco using patient is given evidence-based support.
- Environmental strategies involve physical or material changes to the economic, social or physical environment. Examples include incorporating sidewalks, paths and recreation areas into community design.

The Foundation views PSE interventions as benefiting any individual who interacts with a broader system or environment. Programs for Individual Behavior Change, on the other hand, are designed to support behavior change among a specified number of individuals through the delivery of information or services. Through this RFP, the Foundation will only fund Programs for Individual Behavior Change that support broader changes in policies, systems or environments. For example, training health care providers to screen for tobacco use and provide brief counseling/referral is a program that may be eligible for funding if the training is part of a broader effort to institute an evidence-based intervention within a health care system. It is the responsibility of the applicant to clearly describe any Program for Individual Behavior Change being proposed and the extent to which it is related to a PSE intervention.

Through this RFP, grant funds can support activities to implement a PSE intervention that has already been adopted by a decision-making body and activities likely to result in PSE interventions being adopted over the course of the grant term. The Foundation anticipates funding a range of communication and advocacy efforts through this RFP that will strengthen support for PSE interventions.

II. Required Letter of Intent and Application Deadline

Applicants are required to notify the Foundation of their intent to submit a proposal **by 5 p.m. on February 25, 2014**. Proposals submitted by organizations that do not submit a letter of intent by the deadline will **not** be reviewed. Organizations submitting letters of intent are **not** required to submit a full proposal.

The letter of intent must include:

1. Name and address of the applicant organization;
2. Primary contact person's name, title and contact information;
3. Identification of the focus area(s) that will be the subject of the proposal (applicants may choose multiple focus areas):
    - Healthy eating
    - Active living
    - Tobacco prevention
4. Description of proposal (should be two paragraphs or less).

Submit letters of intent via email to Elissa Buller, grants officer, at ebuller@khf.org, with the subject "Healthy Living Grant Letter of Intent."

Grant proposals must be submitted via the Foundation's electronic submission process **by 5 pm on March 28, 2014**. Applicants should plan to submit the proposal prior to the deadline to accommodate any technical issues that may arise.

III. Who May Apply

The Foundation anticipates a broad range of organizations will be supported through this RFP, which may include:

- Organizations representing perspectives of population groups disproportionately affected by obesity and tobacco use;
- Health care providers and systems;
- Local and state government;
- Academic institutions;
- Housing authorities;
- Organizations with expertise in chronic disease prevention and health promotion;
- Local tobacco or chronic disease prevention coalitions;
- Organizations serving school systems and childcare providers;
- Membership organizations;
- Parent organizations; and
- Neighborhood associations.

Eligible applicants are nonprofit and government organizations well-positioned to implement strategies related to the RFP objectives. Applicant organizations must be classified as tax-exempt under Section 501(c)(3) of the Internal Revenue Code. Private foundations and Internal Revenue Code Section 509(a)(3) organizations are **not** eligible for funds through this initiative.

To better ensure sustainability of the grant-funded activities, applicant organization's annual revenue (minus any existing grants from the Foundation) must exceed the requested annual amount.

To avoid any real or perceived conflicts of interest, the Foundation reserves the right to not fund organizations that contract with or receive funding from, including grants or sponsorships, tobacco companies or soft drink manufacturers. Applicants must include a signed statement describing any financial relationship with tobacco companies or soft drink manufacturers.

IV. Available Funding and Grant Period

Applicants are eligible to apply for a total award amount up to $100,000. The maximum grant period is 24-months beginning June 1, 2014 and ending May 31, 2016. If desired, applicants may propose a shorter project period than the maximum 24-months. The full grant payment will be made at the start of the grant term. The Foundation anticipates awarding up to $2 million through this RFP.

V. Grant Exclusions

Grant funds may **not** be used to support:

- Lobbying as defined by the US Internal Revenue Code (IRC), section 4945(d)(1). A wide range of advocacy activities that do not represent lobbying may be supported through Healthy Living funding.
- Programs for Individual Behavior Change (i.e., weight loss programs, chronic disease self-management programs, or the provision of tobacco cessation services) will not be considered unless they are clearly part of an overall PSE strategy.
- Community Design Construction (i.e., pedestrian walkways and bicycle paths) will not be considered unless it is clearly part of an overall PSE strategy.
- Any of the following activities:
    - Medical research

- Contributions to capital campaigns
- Operating deficits or retirement of debt
- Endowment programs not initiated by the Foundation
- Vehicles, such as vans or buses
- Medical equipment
- Real estate acquisitions
- Direct mental health services
- Direct medical services

VI. Optional Applicant's Meeting

Potential applicants are strongly encouraged to participate in one of two webinars that will provide an overview of the RFP, describe the application process and answer applicant questions. The dates and times for applicant webinars are:

- February 6, 2014 2:00 pm to 3:00 pm CT
- February 10, 2014 10:00 am to 11:00 am CT

Applicants can register for the Healthy Living Grants webinars through the Foundation's website at: www.kansashealth.org/healthylivinggrants.

VII. Proposal Requirements

Proposals will be submitted using the Foundation's online proposal module. To be considered, the submission must include:

A. Cover Page (completed online)
B. Proposal Narrative (attached/uploaded with online proposal)
C. Budget and Justification Template (attached/uploaded with online proposal)
D. Financial Relationship Statement Template (attached/uploaded with online proposal)
E. Acknowledgement of Agreement Review (attached/uploaded with online proposal)
F. Financial Documents (if applicable)

When reviewing proposals, preference will be given to those that clearly demonstrate one or more of the following:

- A strong multi-sector approach;
- Strategies that leverage or build upon efforts funded by other state, federal or foundation grants;
- Strategies that will improve the health of low-income Kansans and/or other populations disproportionately affected by obesity/tobacco-related chronic disease.

A. Cover Page

The Cover Page is completed online and requires the following information:

- Organization information (including organization name, address, phone, email, etc.)
- Primary contact information
- Project Term

B. Proposal Narrative

The Proposal Narrative is limited to 15 single-spaced pages and must be developed using 12-point Times New Roman font and one-inch margins. Clearly organize the Proposal Narrative using the following six sections.

1. Executive Summary (up to one single-spaced page)
    - This section is not scored, but should provide the Foundation and reviewers with an overview of the proposed activities and intended outcomes.

- Provide the following on the Executive Summary page:
    i. Project title.
    ii. Requested funding amount.
    iii. Focus of the grant proposal: healthy eating, active living and/or tobacco prevention/cessation.
    iv. Brief narrative overview of the proposal. The Foundation will likely draw from this narrative overview when announcing grant awards.

2. Applicant Capacity and Experience (up to three single-spaced pages)
    - Describe applicant organization's mission and how the Healthy Living proposal is related to that mission.
    - Describe applicant's capability and resources to ensure timely start-up and implementation of the proposed activities.
    - Identify and describe qualifications and related experience of key personnel who would direct/oversee the grant-funded activities.
    - Describe applicant's experience with similar projects.
    - Identify any other organizations that will serve in key roles for the project.

3. Population and Statement of Need (up to two single-spaced pages)
    - Identify and describe the population and/or organizations that would be impacted by the proposed activities.
    - Describe the impact of obesity and/or tobacco use on this population.
    - Substantiate statement of need using relevant data.

4. Proposed Project Plan and Timeline (up to five single-spaced pages)
    - Provide a narrative description of the proposed strategies and implementation plan.
    - If your proposal includes "programs for individual behavior change" or "community design construction", clearly describe how these activities will support a broader systems and/or environmental change. The Foundation will not provide grant funds for the sole purpose of supporting programs or community design construction.
    - Discuss how the efforts and/or anticipated outcomes will be sustained beyond the funding period.
    - On a single page, included in the five-page total for this section, provide a timeline that clearly identifies the major activities that would occur during each quarter (three-month period) of the grant term.
    - This section has one of the highest point values for the proposal. Ensure adequate detail is provided to allow reviewers to clearly understand the proposed project.

5. Proposed Project Objectives (up to one single-spaced page)
    - Provide at least five SMART (specific, measurable, attainable, relevant and time-bound) objectives for the proposal. Refer to the Foundation's guidance document for developing SMART objectives which is attached to the RFP.
    - At least one objective must be related to the anticipated impact the grant-funded initiative will have on the population.
    - Proposed objectives should reflect what applicant organization expects to achieve and will be able to measure over the course of the grant term.
    - Grantees will report progress toward the proposed objectives on two occasions: 1) after the first 12 months (July 1, 2015) and at the conclusion of the grant term.

- Grantees' proposed objectives will be used by external evaluators and Foundation staff to assess the impact of funded grants.

6. Summary of Evidence for Proposed Strategies (up to three single-spaced pages)
   - Provide an overview of the evidence to support the proposed strategies.
   - Describe why applicant organization believes the proposed strategies are "evidence-based."
   - Cite reports, publications or evaluation findings that support the proposed strategies.

C. Budget and Justification Template

The Budget and Justification Template must be submitted with the proposal. Provide a clear budget narrative and justification for all potential costs.

D. Financial Relationship Statement Template

Applicants must submit a signed Financial Relationship Statement Template to verify the organization has no contracts with and receives no funding from, including grants or sponsorships, tobacco companies or soft drink manufacturers **or** describe any such relationships.

E. Acknowledgement of Agreement Review

To ensure applicant organization is able to accept a grant from the Foundation, the organization must submit a signed Acknowledgement of Agreement Review. Applicants with concerns regarding the Foundation Grant Agreement may submit such concerns to Elissa Buller, grants officer at, (316) 491-8410 or ebuller@khf.org.

F. Financials (Required unless applicant is a government entity)

- IRS Form 990
- Most recent unaudited financial statement (balance sheet)
- Most recent audited financial statement

VIII. Scoring Process

Proposals will be reviewed by Foundation staff and external content experts. Proposals receiving the highest overall scores and meeting all proposal requirements will be eligible for funding. Point values for scoring are outlined in the table below:

Healthy Living Scoring Table

Proposal Section	Maximum Score	Page Limit
Executive Summary	Not scored	1
Applicant Capacity and Experience	30	3
Population and Statement of Need	20	2
Proposed Project Plan and Timeline	30	5
Proposed Project Objectives	10	1
Summary of Evidence for Proposed Strategies	10	3
Budget	10	NA
Total	110	15

VIII. Timeline

RFP Released	January 27, 2014
RFP Conference Calls	February 6, 2014 – 2:00 pm to 3:00 pm February 10, 2014 –10:00 am to 11:00 am
Letter of Intent Due	February 25, 2014 by 5:00 pm
Proposals Due	March 28, 2014 by 5:00 pm
Grant Awards Announced	April 30, 2014
Grant Term Begins	June 1, 2014
Grant Progress and Financial Status Reports Due	July 1, 2015
Grant Term Ends	May 31, 2016, unless applicant requests a shorter grant period
Final Grant Progress and Financial Status Reports Due	30 days after project end date

Identifying Evidence-Based Strategies
Applicants can find information regarding potential evidence-based strategies for healthy eating, active living and tobacco control from many sources. The following resources may be helpful in developing the proposal:

- Institute of Medicine:
  - http://www.iom.edu/Reports/2012/Accelerating-Progress-in-Obesity-Prevention.aspx
  - http://www.iom.edu/Reports/2007/Ending-the-Tobacco-Problem-A-Blueprint-for-the-Nation.aspx
- The Community Guide: http://www.thecommunityguide.org/about/aboutTF.html
- The Centers for Disease Control and Prevention: http://www.cdc.gov/chronicdisease/index.htm
- Kansas Health Matters: http://www.kansashealthmatters.org/
- Public Health Law Center: http://publichealthlawcenter.org/

While the following resources may not be available online, the Foundation is also interested in supporting the evidence-based strategies identified during the 2012 Kansas Obesity Summit, those outlined in the Kansas Chronic Disease State Plan (2013-2017) and those recommended to achieve the Healthy Kansans 2020 objectives. Stakeholders who participated in those efforts are encouraged to apply.

Additional questions? Submit questions regarding the Healthy Living Grants RFP via email, with the subject, "Healthy Living Grant Question," to Elissa Buller, grants officer, at ebuller@khf.org. Questions and responses will be listed on a *Frequently Asked Questions* (FAQ) document on the Foundation's website at www.kansashealth.org/healthylivinggrants.

Grant # 201401008-14

Date Submitted: 3/28/2014

Organization Information

Organization Name and Address
City of Wichita
City Hall
455 North Main St
Wichita, KS 67202

Organization Phone Number
Tel: (316) 268-4331

Organization's County
Sedgwick

Organization Website
http://www.wichita.gov

Organization E-Mail
swaddle@wichita.gov

Primary Contact
Mr. Robert Layton – City Manager
Mr. Scott Wadle – Senior Planner

Primary Contact Email Address
rlayton@wichita.gov
swaddle@wichita.gov

Project Information

Project Title
Improving Opportunities for Healthy Living Through Implementation of the Wichita Bicycle Master Plan

County(s) Served by Project
Sedgwick

Project Start Date
06/01/2014

Project End Date
5/31/2016

Total Requested Funding Amount
$100,000.00

Proposal Narrative

Executive Summary

Project Title: City of Wichita Healthy Living Grant Application 2014; Improving Opportunities for Healthy Living Through Implementation of the Wichita Bicycle Master Plan

Requested Funding Amount: The City of Wichita is requesting $100,000 to undertake both of the proposed strategies identified in this application. The City will also accept an award of a lesser amount to undertake at least one of the proposed strategies. If less than $100,000 is awarded, then the activities undertaken as part of the strategies will depend based on the amount of funding awarded. Please see the Budget and Justification Template for more information about the funding requested to undertake each activity.

Grant Proposal Focus: Active Living

Narrative Overview: The City of Wichita is applying for Kansas Health Foundation Healthy Living Grant funding to increase healthy living in Wichita through increased bicycling. The grant funded activities will build upon successes and existing partnerships through projects that will result in long-term improvements for the ability for people bicycling to navigate and be aware of the Wichita bicycle network; and improvements in bicycling safety. Below are brief descriptions of the two strategies for which the City of Wichita is requesting funding.

- Bicycle Route Wayfinding Strategy: This activity will change the built environment through the development of policies to guide the creation of a uniform city-wide bicycle route wayfinding system. This activity will include the creation of policies, system strategies to support new bicycle routes, and environmental changes through the installation of a pilot project.

- Street Safety Strategy: This activity will impact behaviors through system strategies that help ensure the most effective and efficient communication of street safety information by the City and partner organizations; enhance street safety education for Wichita law enforcement officials; and provides strategic education to support capacity development related to bicycle safety training for individuals both within and outside the City organization.

The intended outcomes from the proposed activities will be long-term decreased rates of obesity in Sedgwick County through increased levels of bicycling in Wichita; improved safety of bicyclists in Wichita; and increased positive public perception of Wichita as a place to ride a bicycle. These outcomes will be measured using a variety of performance measures described later in this proposal narrative.

The City of Wichita is excited about this funding opportunity and the ability to build upon the successful and productive partnerships with the Kansas Department of Transportation; Health and Wellness Coalition of Wichita; CDC, Wichita Area Metropolitan Planning Organization, and U.S. Department of Energy.

Applicant Capacity and Experience

The mission statement for the City of Wichita is listed below.

> The mission of the City of Wichita is to provide an environment to protect the health, safety, and well being of all who live and work in the community. In directing policies and programs to that end, the City assumes a stewardship role to preserve the assets and natural resources entrusted to its growth, to assure equality of opportunity and to contribute to the quality of life for all citizens.

In order to help achieve the City of Wichita's mission, the City develops and maintains official plans to help guide its future actions. On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan (Bicycle Plan). The Bicycle Plan (developed with funding from the Department of Energy) calls for increases in the amount of bicycling, improvements for the safety of bicyclists, and efforts to help promote a culture where bicycling is a viable and accepted form of transportation – all of which improve Wichita as an active living environment. As a guide, the Bicycle Plan also identified the agreed strategies that the City should employ help facilitate that change. The proposed activities to be funded with Kansas Health Foundation Healthy Living Grant funding will also help to support and undertake some of the priority activities recommended within the Bicycle Plan.

The City of Wichita has the capacity and resources to ensure timely start-up and implementation of the proposed activities. The City is responsible for public roadways and paths within the city; and the enforcement of laws and regulations related to the use of public spaces. The City has the expertise, resources, and authority necessary to implement the proposed activities. The City has extensive experience constructing multi-million dollar facilities, conducting large-scale community planning initiatives, and undertaking large public safety initiatives.

Below is a listing of key personnel who would direct/oversee the grant funded activities.

> **Paul Gunzelman, P.E. –** Mr. Gunzelman is the Assistant City Engineer for the City of Wichita, with more than 20 years of experience working on civil engineering projects. He is the project manager for the development of designs for the construction of nearly 30 miles of new bikeways – including: 1st and 2nd Street bike lanes; Market and Topeka bike lanes, Armour bicycle boulevard; Woodchuck bicycle boulevard; and the Sycamore shared lane markings. In addition to his experience on bicycle related projects, Mr. Gunzelman also served as the project manager for the City project to upgrade approximately 450 traffic signals; the project to improve the Pawnee and Broadway intersection; and the arterial sidewalk and wheelchair program.
>
> **Scott Wadle, AICP – Scott Wadle -** Mr. Wadle is a Senior Planner for the Wichita-Sedgwick County Metropolitan Area Planning Department, with more than 10 years of experience working on community planning projects. He is the project manager for the

Wichita Pedestrian Master Plan and the staff member assigned to assist the Wichita Bicycle and Pedestrian Advisory Board. In addition to his current projects, Mr.Wadle served as the project manager for the award winning Wichita Bicycle Master Plan, and Delano West Douglas Avenue Bicycle Parking Plan.

Lauragail Locke – Ms. Locke is the Marketing Director for the City of Wichita and is responsible for promoting City of Wichita services. Her responsibilities include development and oversight of marketing campaigns – which include the use of social and traditional marketing tools. Ms. Lock has extensive experience in marketing and news media. Prior to joining the City, she served as a reporter/substitute anchor for the local NBC affiliate and as the reporter assigned to the city and county government. Ms. Locke's accomplishments include a marketing campaign for Wichita golf that contributed to a net revenue increase of more than $500,000 and the launch of multiple City of Wichita social media sites.

The City of Wichita has experience with similar projects, including: the Wichita Pedestrian Master Plan design guidance, and Bike Month educational materials. The Wichita Pedestrian Master Plan design guidance was a process to develop design guidance for City projects to help Wichita design projects to include best practices related to walking and pedestrians. This process included multiple City department representatives meeting and reviewing project materials over a 18 month period. The project was initiated during the summer of 2013 and is on schedule and within budget to be completed later this fall.

The City has experience with the creation of educational materials related to bicycling. For the past three years, the City of Wichita has worked to produce a series of Bike Month videos. This year, the City is working to create a Bike Month video, safety videos, and educational brochure. This effort has required the coordination of multiple departments including the Wichita Police Department, Planning, and Communications team. The materials project is currently underway and on schedule to be completed in time for late April.

The implementation of the Bicycle Route Wayfinding Strategy and the Street Safety Strategy will include the participation of multiple organizations both internal and external to the City government. Below is a listing of organizations that will serve key roles organized by general category.

Public Organizations

- Wichita residents
- recreational bicycling clubs
    - Oz Bicycle Club
    - Kansas Single Track Society
    - Kansas River Valley Triathlon Club
- bicycle related non-profit organizations

    - Bike Walk Wichita
    - Greenway Alliance
    - Kansas Leadership Center bicycle group
- health organizations
    - Health and Wellness Coalition of Wichita
    - Sedgwick County Health Department
    - Breakthrough Club
- bicycle related businesses
    - Bicycle X-change
    - Heartland Bicycle
    - Bicycle Peaddler
    - L&M Schwinn
    - Tom Sawyer Bicycle Shop
    - Lee's Bike Shop
    - Porkchoppd Custom Bicycles
    - Apostle Bikeworks
- elected officials
    - City Council Members
- appointed officials
    - Wichita Bicycle and Pedestrian Advisory Board
    - district advisory boards

City of Wichita Staff Organizations

- Public Works and Utilities Department – Engineering Division
- Public Works and Utilities Street Maintenance Divisions
- Planning Department
- Park Department
- Communications Team
- Police Department
- Park Department

Population and Statement of Need

The proposed activities funded by this grant will impact the 382,368 residents of the City of Wichita, approximately 77 percent of Sedgwick County residents and 13.4 percent of Kansas residents[1]. The City of Wichita is located within Sedgwick County, which ranks 29th of 105 counties in Kansas for the percentage of adults that are obese. In Sedgwick County, 28.2 percent of residents are obese – which is higher than the national rate in the US of 26.9 percent[2]. Obesity is important because it plays a role in many cases of chronic illness, including: high blood pressure, high cholesterol, diabetes, heart diseases, stroke arthritis, cancer, and others. The Community Health Improvement Plan (Spring 2013-December 2015) identifies obesity and diabetes as a community health priority for addressing.

The Sedgwick County Community Health Improvement Plan reports that less than half of adults living in Sedgwick County are achieving the recommended physical activity standards. The plan recommends efforts to increase physical activity in Wichita through the creation of physical environments designed to ensure that individuals have the ability to be more physically active. The plan recommends particular focus on policies that will result in a built environment for walking and bicycling.

Multiple citizen surveys have shown a community need and desire for bicycle infrastructure improvements in Wichita. The results of the 2006, 2010, and 2012 National Citizen Survey (which compares the satisfaction of Wichita residents to the satisfaction of citizens in other similar cities) report that the satisfaction of Wichita residents with the ease of bicycle travel in the city is "much below" the satisfaction of residents in comparable cities. In the 2012 survey, Wichita ranked 232 out of 273 comparable cities for the ease of bicycle travel. It was one of the three least positive ratings by the citizens of Wichita in both the 2010 and 2012 survey results.

Additional more specific research has shown that in order to increase the amount of bicycling in Wichita, there is a community need for improved perceptions of and actual safety for people bicycling on city streets. The need for improved perceptions of safety has been exhibited in the results of the Wichita Bicycle Master Plan online survey from 2012. The survey results showed that of the respondents who had not ridden a bicycle within the last two years, the most common reason for not bicycling included (respondents were permitted to chose any number of responses) "I don't feel safe riding a bicycle in traffic". These survey results reflect the results of a widely cited study from another U.S. city that showed that the number one reason why people do not ride a bicycle is because they are "afraid to be on the roadway on a bicycle" and that more than half of the population could be categorized as people interested in bicycling but concerned (Geller).

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[1] 2010 Census, U.S. Census Bureau

[2] Sedgwick County Health Department Data Book, March 2012; http://www.sedgwickcounty.org/healthdept/reports/DataBook.pdf

In terms of actual safety, records from KDOT indicate that between the years 2000 and 2010 crashes involving motor vehicles and bicyclists within the Wichita city limits resulted in the deaths of 7 cyclists and 816 cyclists injured. The Wichita Area Metropolitan Planning Organization (WAMPO) Safety Plan (updated 2011) indicates that from 2005 to 2009, 25 percent of all statewide bicycle crashes occurred within the Wichita region. This is higher than the 18 percent of the state's population that lives in the region[3].

In addition to safety related improvements, the current level of bicycling in Wichita is also restricted by a community need for increased connections and awareness of recommended locations for bicycling in the city. As part of the 2007 Wichita Parks, Recreation and Open Space Plan survey nearly 20 percent of respondents indicated that they did not use trails or pathways in Wichita because they did not know where they are located, this was followed closely by the response that the facilities were too far away and not conveniently located. In a similar fashion, the results of the Wichita Bicycle Master Plan survey showed that the most frequently selected factor that makes it difficult to bicycle in Wichita and neighboring areas was "bicycle lanes are too few, and are not interconnected".

[3] Wichita Area Metropolitan Planning Organization Safety Plan, December 2011

Proposed Project Plan and Timeline

This project will fund two strategies that promote and support healthy living in Kansas through increased amounts of bicycling in the largest city in the State. The two strategies will also serve to implement the Bicycle Plan – an official policy document that provides guidance for agreed-upon policy, system, and environmental interventions/strategies for the City; and will build upon the success of other multi-year long bicycle and active living related initiatives such as the routine accommodation policy, street design guidance, bikeway designs, and bikeway construction currently under development through partnerships with the Health and Wellness Coalition of Wichita, CDC, Kansas Department of Transportation, and Wichita Area Metropolitan Planning Organization.

The project will consist of two proposed strategies listed below.

- Bicycle Route Wayfinding System Strategy: This activity will change the built environment through the development of a city-wide bicycle route wayfinding system. This activity will include the creation of needed policies to guide the system development, system strategies to support the new bicycle routes, and environmental changes through the installation of a pilot project.

- Street Safety Strategy: This activity will impact behaviors and perceptions of safety through system strategies that help ensure the most effective and efficient communication of safety information by the City and partner organizations; bring street safety education into City policing efforts, provide education to support capacity development and sharing of safety information both within and outside the City organization.

Bicycle Route Wayfinding Strategy: this strategy will increase the amount of bicycling in the City by improving the safety, convenience, and accessibility of bicycling. It will result in cost effective city-wide change to the physical environment of Wichita. A city-wide bicycle wayfinding network consists of signage and pavement markings to identify preferred and recommended bicycle routes. Bicycle routes can include un-improved streets, streets with enhanced features for bicycling, and off-street facilities such as paths. Bicycle wayfinding is important to expanding the opportunity/access for bicycling and improving the quality of the bicycle riding experience in Wichita because it provides a seamless wayfinding network that allows individuals to more easily navigate the city on a bicycle without a map and highlights recommended bicycle connections throughout the City. It can also be a low-cost improvement because it can encourage people bicycling to utilize appropriate local streets where bike lanes or other improvements are not required. The designation of local streets as bike routes can help to greatly expand the bicycle network, enhance connectivity between existing bikeways, provide alternatives to major arterials, and encourage the utilization of existing infrastructure investments (i.e. existing mid-block signals/crosswalks, pedestrian bridges over highways, etc.).

This strategy is multi-faceted with policy, systems, and environmental impacts. In order to help ensure long-term improvements and consistent city-wide results, this strategy will provide policy guidance for: the design, placement, and use of wayfinding system elements (i.e. signs, pavement markings, etc.); maintenance and installation; and prioritization of system installation. The development of the policies will also impact the City systems by identifying necessary changes or additions to responsibilities for the departments and staff.

The policies for the bicycle wayfinding system will be developed through a civic process that will include multiple opportunities for public input throughout the process. The City will hire (consistent with City purchasing policies) a consultant team to assist with the project, providing experience with other bicycle wayfinding networks, additional staff hours, and expertise. The draft policies will be reviewed by City advisory boards and presented to the City Council for endorsement.

The creation of the policies will also be tested and informed through a demonstration project to create construction level designs, acquire the materials, and install bicycle wayfinding along a priority bikeway corridor (to be identified as part of the policy development process). The construction level designs acquisition, and installation will provide an opportunity for the public and City staff to apply the guidance from the plan to a real-world situation with a multitude of complexities (i.e. sign location, visibility, height, color, quantity, costs, installation procedures, etc.). Surveys online and/or through intercept events will be used to measure the effectiveness of the wayfinding installed as part of the pilot project.

The Bicycle Route Wayfinding Strategy will include the following tasks listed below.

- Formation of a **steering committee** to advise staff and provide feedback about the project
- Formation of a **technical advisory committee** consisting of City staff to support the effort and provide information
- Review and assess **best practices** for bicycle route and wayfinding systems, including but not limited to the following:
    - Route identification (both pavement markings and signage)
    - Destination identification (which ones, what proximity, etc.)
    - Installation and maintenance
- Conduct **public outreach** and provide opportunities for **public input** related to the project
- Creation of the **Wichita Bicycle Route and Wayfinding System policies**
- Creation of a recommended **capital budget** to serve as the basis for budget requests to implement the routes and wayfinding over a ten (10) year period
- Creation of a planning level **costs calculator** for installation and maintenance costs

The Bicycle Route Wayfinding Strategy will result in the following policy guidance and supporting elements.

- Principals for a city wayfinding system

- Map(s) of the bicycle route and wayfinding system locations
- Identification of the bicycle route and wayfinding corridors by priority
- Prioritization criteria for prioritization
- Criteria for destination signage
- Identification of destinations for signage
- Signage and pavement marking designs
- Design guidance for bicycle routes
- Recommended funding amounts and sources (maintenance and installation)

Opportunities for public input will be provided through an open house event, the creation of a plan steering committee, presentations to advisory boards, a presentation to the City Council and potentially through on online survey. In addition, members of the public could also request a presentation for neighborhood associations or other community organizations. The public input will be especially useful for the identification of priority destinations that should be identified by the wayfinding.

The results of this strategy will be sustained beyond this grant funding period by the City of Wichita through the installation of bicycle wayfinding as part of other street projects (potentially through the routine accommodation currently under development) and through stand-alone bicycle wayfinding projects. The City of Wichita currently allocates $500,000 every other year for bicycle enhancement projects, and actively seeks out grants for infrastructure designs and construction. Previous grant funding has included federal transportation funding from the KDOT Transportation Enhancement program and WAMPO Transportation Alternatives program funding. The Wayfinding System Strategy will contribute greatly to the success of these long-term efforts because the strategy includes activities that will impact both City policy and the systems that relate to the construction and use of the city-wide street network.

Street Safety Strategy: The street safety education strategy will improve the safety of all Wichita street users through three different activities. One activity will be the creation of a strategic street safety outreach system that: identifies messages for priority audiences identified based on behaviors that most impact safety and perceptions of safety; recommends priority formats for reaching the priority audiences; provides graphics/images and other uniform elements to clearly identify this effort; and creates cost estimates for options to expand the effort if additional resources can be secured. The strategic street safety outreach system will be used by the City and partner organizations to help ensure that street safety outreach efforts can be successful and have maximum effect even with limited existing resources and incremental efforts over multiple years. The strategy will be presented to the Wichita Bicycle and Pedestrian Advisory Board for public comment and endorsement by the Board.

In addition, the project will also include an activity to create course material for the Wichita Police Department. This material can be used to educate officers about the required and recommended behaviors for all roadway users, with a special focus on interactions between

people on bicycles, walking, and driving motor vehicles. It will be developed in coordination with the City's Engineering staff to help ensure that it provides an introduction to the officers for the new bikeway facility designs coming to Wichita (i.e. left turn boxes, bicycle boxes, bicycle boulevards, and others). The process will include material testing with the Police Department staff and revisions based on their feedback.

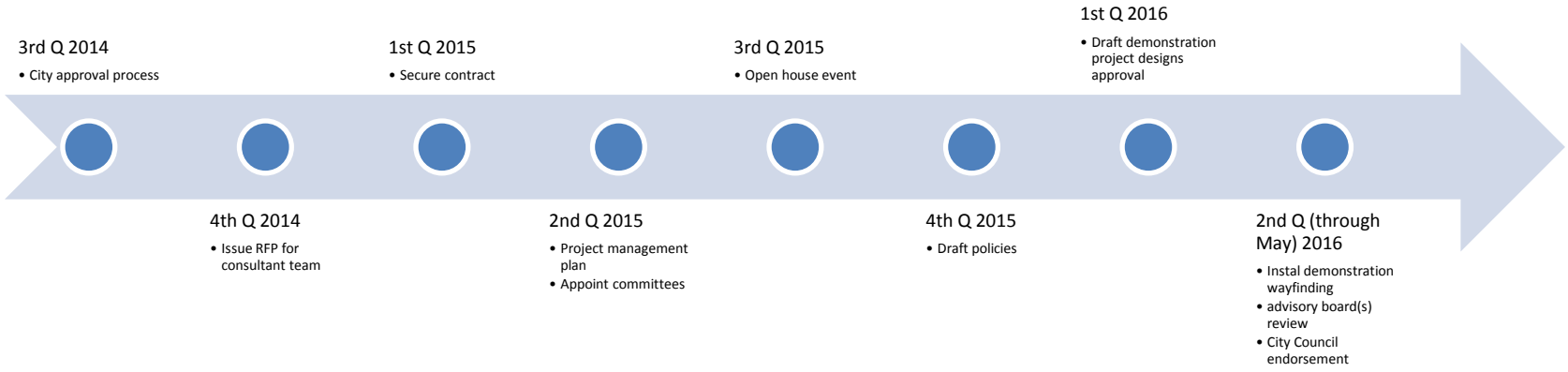
Finally, the strategy will also include an activity to host one or more events to build community capacity for teaching bicycle safety education within and outside of the City organization. This will occur by hosting train the trainer events where at least a dozen individuals can become certified League of American Bicyclists Instructors. As League Instructors they can teach Smart Cycling classes to children and adults. The Smart Cycling classes help participants to know how to ride bicycles safely and legally. The train the trainer event participants will be selected through an application process publicized both on the City website and through email.

The efforts and anticipated outcomes from this strategy will be sustained beyond the funding period. The strategic street safety outreach system will be utilized by the City and partner organizations to help target existing resources (City's social media, Channel 7, website, etc.) while also providing guidance for if additional resources can be secured in the future. The police department course material will be sustained as it can be used for future recruiting classes and for continuing education efforts. The League Instructor train-the-trainer event will result in sustained efforts and outcomes as the trainers can go on to teach the League's Smart Cycling classes, increasing the skills and confidence of bicyclists throughout Wichita. All of these efforts will contribute to better and safer use of existing facilities funded through multiple partnerships with KDOT, WAMPO, Health and Wellness Coalition of Wichita, CDC, Department of Energy, and others; and safer use of future facilities yet to be developed in the next 10 years as part of the city-wide bicycle network.

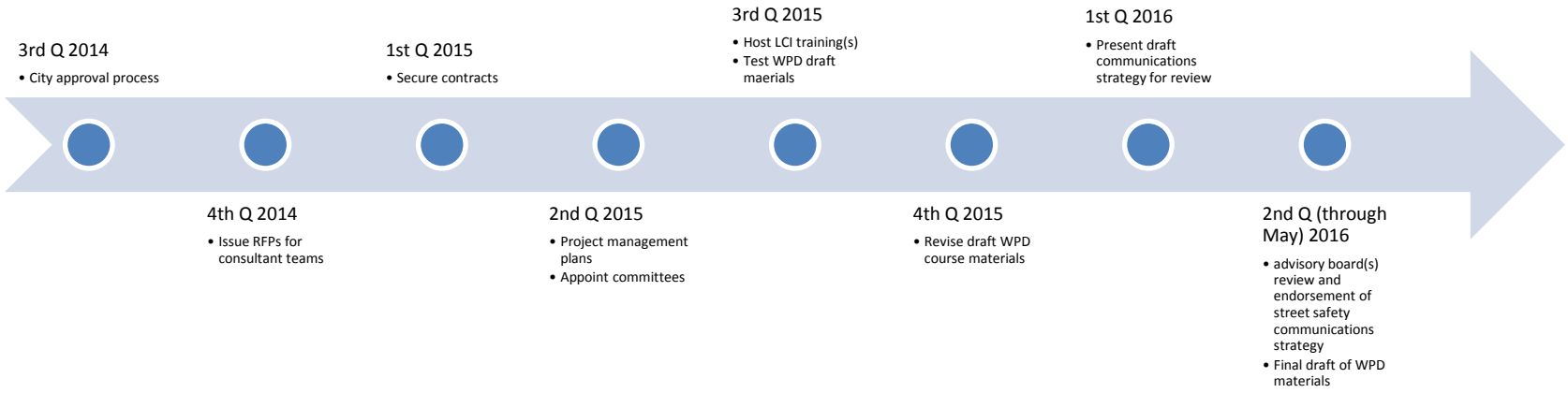
Both the proposed Bicycle Route Wayfinding Strategy and the Street Safety Strategy would be accomplished by the City hiring consultant teams to assist with each activity. The consultant teams would contribute additional staff hours, previous experience with very similar initiatives, and expertise. This approach has been utilized to undertake previous projects and is currently being utilized to develop the Wichita Pedestrian Master Plan, routine accommodation policy, and street design guidance.

.

Wichita Wayfinding Strategy Major Activities Timeline



Wichita Street Safety Strategy Major Activities Timeline


3rd Q 2014
• City approval process
4th Q 2014
• Issue RFPs for consultant teams
1st Q 2015
• Secure contracts
2nd Q 2015
• Project management plans
• Appoint committees
3rd Q 2015
• Host LCI training(s)
• Test WPD draft maerials
4th Q 2015
• Revise draft WPD course materials
1st Q 2016
• Present draft communications strategy for review
2nd Q (through May) 2016
• advisory board(s) review and endorsement of street safety communications strategy
• Final draft of WPD materials

Proposed Project Objectives

Listed below are the SMART (specific, measureable, attainable, relevant, and time-bound) objectives for this proposal (not in rank order). The progress will be reported after the first 12 months and the conclusion of the grant term.

- Increase the number of Wichita police officers able to pass with a score of 80 percent or higher, a test of the required and recommended behavior of all street users concerning on-street bicycle facilities.
    - Baseline: survey at the beginning of each police education session

- Increase the percent of city-wide survey respondents rating the ease of bicycle travel in Wichita as “excellent” or “good” on the National Citizen Survey.
    - Baseline: 2012 results

- Increase the consistency of City of Wichita bicycle wayfinding through the endorsement of polices and systems guidance by the Wichita City Council.
    - Baseline: no polices currently exist

- Increase the ability of the City of Wichita to provide effective and efficient street safety communication pieces; measured through target audience focus groups, surveys, or interviews.
    - Baseline: no pre-existing baselines exist

- Increase the ability of Wichita residents to utilize bicycle wayfinding to reach their destination, measured through the evaluation of demonstration project users via survey or intercept surveys.
    - Baseline: no pre-existing baselines exist

- Increase the amount of bicycling in Wichita – increasing the amount of active living and contributing to a long-term reduction in obesity rates.
    - Baseline: U.S. Census 2010 American Community Survey 1-Year Estimates report that 0.5 percent of Wichita resident workers 16 and over primary means of transportation to work is a bicycle.

- Improve the safety of bicyclists in Wichita – reduction in the rate of bicycle crashes in Wichita
    - Baseline: the rate calculated using the annual WAMPO bicycle and pedestrian counts, Census data, and KDOT records

Summary of Evidence for Proposed Strategies

The City of Wichita believes that the proposed strategies will reduce the rate of obesity in Wichita by increasing the amount of bicycling as a result of

- improving both the safety and perception of safety of bicycling in Wichita; and
- increasing both the awareness and convenience of recommended bicycle routes.

Increasing amounts of bicycling will decrease the rate of obesity in Wichita. Bicycling is a form of transportation and can be integrated in to daily activity. Making physical activity an integral and routine part of life is recommended as a way in preventing obesity (Institute of Medicine). Below is an overview of the evidence to support the proposed strategies and why the City believes that the strategies are evidence-based.

The Bicycle Route Wayfinding Strategy will help to increase levels of bicycling (physical activity) and reduce the level of obesity in the community by: increasing both the awareness of and the convenience of users on recommended bicycle routes; and by improving the comfort and safety of people bicycling. The experiences of communities across the country show that bicycle route wayfinding is an effective and recommend method for increasing the awareness of and convenience of users on recommended bicycle routes. It is recommended as a best practice based on the experience of communities across the country in both the National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide and the American Association of State Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities.

Bicycle wayfinding is widely recognized as a component of comprehensive interventions that works in tandem with other mutually supportive policies to facilitate bicycling. Case studies of cities that have employed comprehensive case studies have shown that cities can dramatically increase bicycling levels while also improving bicycle safety (John Pucher, 2009). In 2011, the CDC funded more than 450 bicycle and pedestrian wayfinding signs in several Minneapolis neighborhoods (City of Minneapolis). The U.S. Center for Disease Control (CDC) recommends wayfinding to direct bicyclists to the most direct route as a strategy to promote active transportation. (Centers for Disease Control and Prevention, 2011).

Bicycle route wayfinding can also improve the perceived and actual safety of people bicycling by guiding them to preferred bicycle routes such as local streets (streets with lower motor vehicle traffic volumes and speeds); and facilities designed for people bicycling (i.e. paths, lanes, etc.). Multiple studies have shown that facilities designed for people bicycling can reduce crash risks (John Pucher, 2009). A recent study has also shown that bicycling on local streets designated as bicycle routes has lower crash risks than cycling on major streets (Kay Teschke, 2012).

The proposed Street Safety Strategy will help to decrease the rate of obesity in Sedgwick County and Wichita through increase amounts of bicycling by improving the actual and perceived safety of safety of bicycling in Wichita. The perception of safety will be positively impacted by the strategies actions to improve communications of bicycle safety by the City; increasing the

knowledge of Wichita police officers related roadway user interactions with people on bicycles; and by enhancing the knowledge and skills of Wichita cyclists. These actions will impact perception of safety, which has been found to be a significant factor for whether people choose to ride a bicycle (U.S. Department of Transportation Federal Highway Administration). As part of the City of Wichita Bicycle Master Plan survey, participants that had not bicycled within the past two years were asked to identify four factors that make it difficult to bicycle in Wichita and neighboring areas. The second most frequently selected response was that "drivers do not respect the rights of bicyclists" (City of Wichita, 2012). Community education efforts through communications, enforcement and training have all been identified as activities that increase perceptions of bicycling safety based on studies of the Non-motorized Transportation Pilot Project and precedents in other communities. (Green, 2010).

Works Cited

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Green, A. (2010). *Washington University.* Retrieved March 20th , 2014, from https://enst.wustl.edu/files/enst/imce/addiegreen_senior_honors_thesis_full_draft.pdf

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National Research Center. (2010). *The National Citizen Survey City of Wichita, Kansas, Draft 2010.* Retrieved July 5, 2012, from www.wichita.gov: http://www.wichita.gov/NR/rdonlyres/62661A54-E97B-4714-B5F8-670988C42E89/0/NationalCitizensSurveyREPORT.pdf

Sedgwick County Health Department . (2012, March). *Sedgwick County Health Department Data Book.* Retrieved March 4, 2014, from http://www.sedgwickcounty.org/healthdept/reports/DataBook.pdf

U.S. Department of Transportation Federal Highway Administration. (n.d.). Retrieved March 6th , 2014, from Case Study No. 1 Why Bicycling and Walking Are and Are Not Being Used More Extensively As Travel Modes: http://safety.fhwa.dot.gov/ped_bike/docs/case1.pdf

Kansas Health Foundation Budget and Justification Template

Budget Table

Please complete the budget table below. Follow the format provided below keeping in mind that your organization may request up to $100,000 during the two year grant period:

Budget Category	**TOTAL**
Personnel (existing)	$0
Fringe (up to 25% of Personnel)	$0
Personnel (new)	$0
Fringe (up to 25% of Personnel)	$0
Consultant – Street Safety Strategy – Strategic Safety Outreach System	$25,000
Consultant – Wayfinding System Strategy	$45,000
Consultant – Street Safety Strategy - Police Education Materials	$15,000
Consultant – Street Safety Strategy – Train the Trainer	$10,000
Travel	$0
Supplies	$1,000
Printing	$1,000
Meetings	$0
Advertising /Marketing	$3,000
TOTAL OF ALL BUDGET CATEGORIES ABOVE	$100,000
*Indirects (maximum 10% of direct grant costs)	$0
TOTAL	$100,000

***The Kansas Health Foundation will allow indirect costs (costs that are not project-specific but instead support the organizations overhead) up to a maximum of ten percent of the requested grant amount. Indirects are those costs that are not easily identified with a specific program, yet are necessary to the operation of the program. Examples: postage, telephone bills, printer ink, facility rent or lease, utilities.**

Budget Narrative

In addition to the Budget Table, include a brief explanation of each budget category and the basis for the calculation.

(Please limit annual salary increases to 3%)

Personnel (existing): None

Fringe (up to 25% of Personnel): None

Personnel (new): None

Fringe (up to 25% of Personnel): None

Consultant: The City of Wichita proposes to utilize $95,000 to hire one or more consultant teams to assist with the implementation of the Street Safety Strategy and Bicycle Wayfinding Strategy. The funding would be utilized in the following ways.

- $45,000 to hire a consultant team to assist with the development of the wayfinding guidance, demonstration project, and associated reporting.
- $25,000 to hire a consultant team to assist with the development of the communications strategy framework.
- $15,000 to hire a consultant team to develop the police training materials.
- $10,000 to hire a consultant team to train the trainers and host one or more classes to get individuals certified as League of American Bicyclists Certified Instructors.

Supplies: This funding will be utilized to cover costs for supplies needed for the project, including but not limited to poster board, vinyl signs, and other materials.

Travel: None

Printing: This funding will be utilized to cover costs associated with printing materials for the project, including but not limited to agendas, minutes, maps and other items.

Meetings: None

Advertising / Marketing: This funding will be utilized to advertise the public input opportunities for the projects.

Kansas Health Foundation

Financial Relationship Statement

Check the statement that most accurately describes the applicant organization's financial relationships with tobacco companies[i] and soft drink manufacturers[ii]. Attach a description of any such financial relationships.

_____ The applicant organization does **not** accept monetary donations, contributions, sponsorships, in-kind gifts, loan of goods or services under any condition from any tobacco company or soft drink manufacturer.

✓ The applicant organization does accept monetary donations, contributions, sponsorships, in-kind gifts, loan of goods or services under any condition from any tobacco company or soft drink manufacturer. **We have attached a description of our relationships.**

John R Schlegel
Signature

Director of Planning
Title

03/25/14
Date

[i] A list of tobacco companies can be found at: http://www.hsph.harvard.edu/administrative-offices/faculty-affairs/faculty-appointments/policy-on-tobacco-related-companies/index.html.

[ii] Vending machines do not need to be described unless on-site vending is a contractual deliverable between the applicant organization and a soft drink manufacturer.

MOTION:
Mayor Brewer moved to approve the proposed 2012-2013 Economic Development Services Agreement for Kansas Global Trade Services with an effective date of January 1, 2012 and authorize the necessary signatures.
Motion carried 7 to 0.

6. **CONTRACT FOR BEVERAGE SERVICES.**

Attachment: Agenda Report No. IV-6

Attachment: Beverage Service Agreement

Doug Kupper Director of Parks and Recreation reviewed the item.

Mayor Brewer inquired whether anyone from the audience wished to be heard and no one appeared.

MOTION:
Mayor Brewer moved to approve the agreement and authorize all necessary signatures.
Motion carried 7 to 0.

7. **CAPITAL IMPROVEMENT FUNDING FOR RECREATION FACILITY IMPROVEMENTS. (DISTRICTS I, II, III, IV, AND VI)**

Attachment: Agenda Report No. IV-7

Attachment: Resolution No 12-213

Bob Layton City Manager stated when we went through the redesign of the recreation program; one of the commitments we made to the community was that we would improve our facilities. Stated there were a number of concerns expressed by residents regarding the condition of our facilities and that was a key recommendation on going forward. Stated the first part of the presentation will bring the Council up to speed on some things they have done through their regular budget and then provide a backdrop for the capital improvements that are recommended today.

(Council Member Longwell momentarily absent)

Doug Kupper Director of Parks and Recreation reviewed the item.

Mayor Brewer inquired whether anyone from the audience wished to be heard.

1) Joshua Blick 2039 South Everett stated he is president of the Neighborhood Association in Southwest Wichita and the Osage Recreation Center is in their neighborhood association and would like to express to the Council to maintain funds in the CIP for the Osage Recreation Center for restrooms in the near future.

Council Member Meitzner asked staff if Osage is part of this million dollar CIP request.

City of Wichita
City Council Meeting
September 11, 2012

TO:	Mayor and City Council
SUBJECT:	Contract for Beverage Services (All Districts)
INITIATED BY:	Department of Park and Recreation
AGENDA:	New Business

Recommendation: Approve the agreement.

Background: The Department of Park and Recreation offers beverages and beverage services at many of its facilities, locations and special events. Beverage services are typically provided through a contractual agreement whereby the beverage provider receives exclusive rights to provide its products at the Department's venues in exchange for financial support and other considerations. Pepsi has been an exclusive product vendor for the past 12 years.

Analysis: A Request for Proposal (RFP) was issued May 15, 2012, and resulted in one submitted proposal. City staff reviewed the proposal and recommended that Pepsi Bottling Group be awarded the contract. A proposed agreement/contract has been drafted between the City and Pepsi-Cola. The contract term is three (3) years with options to renew for two (2) successive one (1) year terms.

Financial Considerations: Pepsi-Cola will remit a $5,000 sponsorship fee in year one in consideration of the exclusive beverage rights at Department of Park and Recreation facilities, locations and special events. A volume incentive fund of $5,000 in years two (2) and three (3) of the contract will be paid provided that a combined total of 2,000 cases are purchased by the Park Department. Additionally, Pepsi will provide 30% commission for carbonated soft drinks and water and 25% commission for Gatorade products on the full service vending machine cash sales. Conditions are similar to the existing contract that expires September 30, 2012.

Goal Impact: Quality of Life will be improved by ensuring that citizens receive a positive return on all of their investments through this sponsorship.

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

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

Attachments: Beverage Service Agreement.

9/11/12

AGREEMENT

between

THE CITY OF WICHITA, KANSAS

DEPARTMENT OF PARK AND RECREATION

and

BOTTLING GROUP, LLC

operating as PEPSI BEVERAGES COMPANY

THIS AGREEMENT, made this 11th day of September, 2012, by and between THE CITY OF WICHITA, KANSAS, DEPARTMENT OF PARK AND RECREATION, party of the first part, hereinafter called the "PARK DEPARTMENT" and BOTTLING GROUP, on behalf of itself and its affiliates and/or respective subsidiaries collectively comprising PEPSI BEVERAGES COMPANY, party of the second part, hereinafter called "PEPSI" or "Vendor".

WITNESSETH:

WHEREAS the PARK DEPARTMENT has entered into a letter of intent with PEPSI, dated September 11, 2012, for the provision of beverage vending sales and services; and

WHEREAS, PEPSI desires to participate with the PARK DEPARTMENT in providing beverage vending sales and services utilizing PARK DEPARTMENT facilities and property (the "Facilities") and in providing beverages for concessions located at the Facilities. The term Facilities shall include all facilities and properties owned, operated or managed by the PARK

DEPARTMENT at any time during the Term, including all parks, athletic fields, swimming pools and other recreational facilities and with regard to each such facilities shall include all buildings, grounds, parking lots, concessions, food service outlets and vending areas (the "Facilities"); exclusive of the following facilities which are currently operating under separate beverage or catering agreements, Century II and Bob Brown Expo Hall, Botanica, City of Wichita Golf Course and the Ice Center.

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

I. <u>SCOPE OF SERVICES</u>

A. The services to be performed by the Vendor under this agreement consist of providing product, servicing and maintaining all beverage vending machines at PARK DEPARTMENT Facilities at locations mutually determined by PEPSI and the PARK DEPARTMENT. PEPSI and PARK DEPARTMENT will work together throughout the Term to identify optimal locations for the placement of PEPSI's vending machines. No vending machines deployed will have been in operation for more than five (5) years. PEPSI will retain the right to determine capacities and product mix according to their soft drink merchandising proposal. PEPSI shall fill vending machines and keep vending machines stocked and operational at all times, and provide for customer refund in the event of equipment malfunction. PEPSI reserves the right to remove any vending machines that sell less than an average of two (2) cases of product per week. PEPSI shall also sell to PARK DEPARTMENT all their requirements for beverages for sale and distribution at the Facilities during the Term.

B. As compensation for the right, license and privileges herein granted, PEPSI agrees to pay PARK DEPARTMENT and PARK DEPARTMENT agrees to accept commissions as follows: Thirty percent (30%) of carbonated soft drinks and water and twenty-five

percent (25%) of Gatorade cash collected by PEPSI from its vending machines placed at the Facilities, less applicable fees and deposit charges. PARK DEPARTMENT acknowledges and agrees that PEPSI established the Commission structure based on then-current applicable fees/ taxes associated with the sale of PEPSI's products through its vending machines as of the commencement date of this Agreement. Therefore, PARK DEPARTMENT hereby agrees that if there are any additional/incremental taxes (sales, excise or other) imposed on the products sold through the vending machines during the Term, then PEPSI shall be authorized and shall have the right to automatically adjust its Commissions by reducing the Commissions paid (by the appropriate amount), to recoup such additional/incremental taxes.

C. PEPSI shall not be obligated to pay commissions on documented revenue losses resulting from vandalism or theft of product with respect to any of its vending machines. The commissions shall be paid to the PARK DEPARTMENT within thirty (30) days after the close of each of PEPSI's quarterly accounting periods during the term. It is further understood and agreed that PEPSI will be responsible for remittance of any state and federal taxes due and owing related to the vendors and the beverage sales.

D. Prices for beverage products purchased by the PARK DEPARTMENT for sales at the Facilities are attached hereto as Exhibit "B." Pricing shall be subject to an increase of not to exceed four (4%) percent on or about the anniversary date of the signed agreement, September 11, 2013, and annually for the remainder of the term of this agreement, unless modified by agreement in writing and signed by the parties.

E. PEPSI shall continue to loan the fountain unit and cold bottle coolers currently placed at Facilities. In addition PEPSI will agree to place incremental cold bottle coolers at Facilities within with the location(s) to be mutually determined by the PARK

DEPARTMENT and PEPSI. Additional equipment shall be loaned by PEPSI as needed, except that PARK DEPARTMENT acknowledges that PEPSI will not loan any additional fountain units to the PARK DEPARTMENT during the Term of this Agreement. Current fountain units' placements, as well as the placement of all coolers and vending machines shall be loaned at no cost to the PARK DEPARTMENT.

F. PEPSI agrees to provide basic menu boards, clocks, and point of sale displays at no cost as determined by mutual agreement of the parties for the use of the PARK DEPARTMENT.

G. PEPSI shall make available to the PARK DEPARTMENT a special event trailer to support special programs and events at various facilities upon fourteen (14) day notice by the PARK DEPARTMENT, subject to availability of the trailer.

II. COMPENSATION

In consideration of the exclusive beverage rights granted by PARK DEPARTMENT to PEPSI herein, PEPSI agrees to provide the PARK DEPARTMENT with the following:

A. An initial sponsorship fee of Five Thousand Dollars ($5,000), payable to the PARK DEPARTMENT within sixty (60) days of the signing of this Agreement by both parties (the "Initial Sponsorship Fee"). The Initial Sponsorship Fee is earned over the Term of this Agreement. In the event PEPSI terminates this Agreement due to the PARK DEPARTMENT's failure to cure a breach hereof, the unearned Initial Sponsorship FEE will be repaid to PEPSI pursuant to the terms of Section VI.A. herein.

B. A volume incentive fund for Years Two and Three (as well as Years Four and Five if the Term is renewed as set forth in Section III herein) as follows: In any such Year in which a combined total of 2,000 cases are (i) purchased by the PARK DEPARTMENT from

PEPSI and (ii) sold by PEPSI through its vending machines, PEPSI will pay the PARK DEPARTMENT a volume incentive fund of Five Thousand Dollars ($5,000) (the "Volume Incentive Fund"). The Volume Incentive Fund, if any, will be paid to the PARK DEPARTMENT within sixty (60) days after the end of an eligible Year. The Volume Incentive Fund is to be used by the PARK DEPARTMENT for marketing, professional development of staff, and other activities deemed to be of mutual benefit to PEPSI and the PARK DEPARTMENT. Discretion regarding use and expenditure of funds rests solely with the PARK DEPARTMENT.

C. Each Year during the Term, PEPSI agrees to provide a total of fifty (50) cases of a combination of Carbonated Soft Drinks, Gatorade and Aquafina water to PARK DEPARTMENT annually for special events at discretion of PARK DEPARTMENT upon request of the PARK DEPARTMENT, provided that the PARK DEPARTMENT will administer all requests through a central contract so that the PARK DEPARTMENT may prioritize the requested. Product not requested in any Year will not be carried over to a subsequent Year.

D. PEPSI agrees to provide a rebate annually at the rate of $2.00 per 24-pk case of 20 oz Gatorade product and $1.00 per 24-pk case of 20 oz product excluding 20 oz Gatorade products purchased by PARK DEPARTMENT directly from Pepsi as a concession incentive (the "Rebates"). The Rebates will be accrued by PEPSI each Year and will be paid to the PARK DEPARTMENT within sixty (60) days after the end of each Year.

III. TERMS

This agreement is effective from October 1, 2012, through September 30, 2015, with options to renew the contract under the same terms and conditions for two (2) successive one (1)

year terms by mutual written agreement of the parties. "Year" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

IV. IN ADDITION, PEPSI AGREES

A. To provide, at its own expense, the personnel, tools, equipment, material, supplies, and all other tangible things requisite and necessary to perform the tasks as outlined in Scope of Services. The work shall be done in a workmanlike manner to the reasonable satisfaction and acceptance of the PARK DEPARTMENT. The work shall be done in accordance in all respects with the requirements and conditions contained in these articles of agreement.

B. With respect to collections of monies deposited in said vending machines, the vendor's agent or representative shall, at the reasonable prior request of the PARK DEPARTMENT through its employee, permit said employee to accompany vendor's agent and to count the proceeds of said collections, to check the registers on the machines from which the collections were made, and to verify the fact that the report of the vendor's agent corresponds to the count thus made and the register number indicated on the machine, if any. A report of the sales from each machine and amount of each collection therefrom shall be sent in with the remittance check.

C. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PEPSI, its agents, servants, employees, or subcontractors occurring in the performance of this agreement.

D. To maintain records of the amount of money collected from each location and vending machine and to maintain books, documents, papers, accounting records and other

evidence pertaining to work performed and payments made under this agreement and to make such material available at its place of business at reasonable times during the contract period, and for three (3) years after the end of each agreement year for inspection by the PARK DEPARTMENT or its authorized representatives.

E. To comply with all federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1974, and to comply with the City of Wichita Affirmative Action Program as set forth in Exhibit "A" which is attached hereto and adopted by reference as though fully set forth herein.

F. A comprehensive general liability policy shall be procured and maintained by PEPSI that shall be written in a comprehensive form and shall protect PEPSI against all claims arising from injuries to persons (other than employees) or damage to property of the PARK DEPARTMENT or others arising out of any negligent act or omission of PEPSI, its agents, officers, employees or subcontractors in the performance of services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time PEPSI starts any work under this agreement.

V. THE PARK DEPARTMENT AGREES

A. To provide PEPSI and its service representatives access to PARK DEPARTMENT facilities during normal operating hours to provide the services under this agreement and to provide all utilities necessary for the operation of PEPSI's equipment.

B. To use its best efforts to include PEPSI as a promotional sponsor of City sponsored recreational programs through signage and printed material at PARK DEPARTMENT

facilities. The methods, timing and extent of promotion are in the sole discretion of the PARK DEPARTMENT.

C. To provide Pepsi-Cola exclusive pouring rights at the Facilities and events held at the Facilities to include all Pepsi products including carbonated soft drinks, juices and juice drinks, Sport drinks, healthy and energy drinks, ready-to-drink tea products, water, rtd coffee, and all other Pepsi brands and products, except any alcohol and/or cereal malt beverages (the "Beverage Products"). The Beverage Products provided by PEPSI shall be the exclusive beverage products of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Facilities covered in this agreement.

D. To save and hold PEPSI harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of PARK DEPARTMENT, its agents, servants, employees, or subcontractors occurring in the performance of this agreement.

VI. THE PARTIES HERETO MUTUALLY AGREE

A. That either party may terminate this agreement if the other commits a material breach of this agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. If PEPSI terminates the agreement as set forth herein, with prejudice to any other right or remedy available to PEPSI, the PARK DEPARTMENT shall reimburse to PEPSI the unearned portion of the initial sponsorship fee and the annual sponsorship fee, as follows: With regard to the initial sponsorship fee, the amount of reimbursement shall be determined by multiplying Five Thousand

Dollars ($5,000) by a fraction, the numerator of which is the number of months remaining in the term at the time of such termination and the denominator of which is 36.

B. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

C. The failure or forbearance to enforce any term of this agreement shall not constitute a waiver of such term and nothing herein shall limit the remedies for breach available at law.

IN WITNESS WHEREOF, the PARK DEPARTMENT and PEPSI have executed this agreement as of September 11, 2012.

CITY OF WICHITA, KANSAS

BY _____
Carl Brewer
Mayor

ATTEST:

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

BOTTLING GROUP, LLC
Operating as PEPSI BEVERAGES COMPANY

BY _____

Title: _____

ATTEST:

_____

Exhibit A

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

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

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Exempted from these requirements are: (State of Kansas)

1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds.

2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.

3. Contracts with the City of Wichita with a cumulative total of five thousand dollars ($5,000) or less during the fiscal year of the City.

D. Provisions of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the Code of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or marital status. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Rights and Services Board of the City of Wichita, Kansas, "Civil Rights and Services" in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal

Opportunity Employer", or a similar phrase that is deemed acceptable by the "Wichita Civil Rights and Services Board";

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations and the orders issued by the Board pursuant thereto, and will permit access to books, records and procedures concerning employment relations by the "Civil Rights and Services Board" of said City for the purpose of investigation to ascertain compliance with Non-Discrimination – Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the Board in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or part by the City or its agency; and further Civil Rights complaints, or investigations may be initiated against such vendor, supplier, contractor or subcontractor;

4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination – Equal Employment Opportunity under a decision or order of the "Civil Rights and Services Board" of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be canceled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;

5. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 4 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

E. Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement which is covered by the provisions of Section 2.12.908 of the Code of the City of Wichita, Kansas, shall prior to entering into such contract, purchase order or agreement, submit to the "Civil Rights and Services Board" of the City of Wichita, Kansas, a preliminary report on forms provided by the Board concerning Non-Discrimination – Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:

   a. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or

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

b. The provisions of Section 2.12.908 shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

c. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instructions included with the preliminary report for review, evaluation and acceptance prior to a contract, purchase order or agreement award.

F. Failure of any contractor, subcontractor, vendor or supplier to report to the "Kansas Human Rights Commission" as required by K.S.A. 1976 Supp. 44-1031, as amended, or to the "Civil Rights and Services Board" of the City of Wichita as required by 2.12.908, of the Code of the City of Wichita, Kansas; or being found guilty of a violation of the City's Ordinances, State Statutes, or Federal Statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

Exhibit B

Pricing

[attach price list here]

Second Reading Ordinances for May 20, 2014 (first read on May 13, 2014)

A. <u>Building Façade Improvements at 915 West Douglas.</u>

ORDINANCE NO. 49-750

AN ORDINANCE ADJUSTING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF PROPERTY LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS (FAÇADE IMPROVEMENTS – 915 WEST DOUGLAS FAÇADE IMPROVEMENT DISTRICT).

B. <u>Ordinances Amending Sections 3.30.020, 3.30.00, 3.30.075 and 5.48.050 and Creating Section 3.30.078 pertaining to Loitering Near Entertainment Establishments and Creating Chapter 5.05 Establishing the Old Town Entertainment District Ordinance.</u>

ORDINANCE NO.49-751

AN ORDINANCE AMENDING SECTIONS 3.30.020, 3.30.070, 3.30.075 AND 5.48.050 AND CREATING SECTIONS 5.05.010, 5.05.020, 5.05.030, 5.05.040, 5.48.035 AND 5.48.038 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE OLD TOWN ENTERTAINMENT DISTRICT.

C. <u>ZON2014-00003 an CON2014-00011 Zone change request from LC Limited Commercial and SF-5 Single- family Residential to LI Limited Industrial and a Conditional Use to permit a "wrecking and salvage yard" on property generally located 500 feet north of West 29th Street North, on the west side of North hoover Road, 3059 North Hoover Road.</u> (District V)

ORDINANCE NO. 49-752

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

D. <u>SUB2014-00009 Plat of Castlegate Addition located on the north side of Central, west of 119th Street West.</u> (District V)

ORDINANCE NO. 49-753

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.

E. <u>ZON2014-00002 Zone Change request from SF-5 Single-family Residentail to LC Limited Commercial (LC), generally located south of West Traft Street and east of South Illinois Avenue, 526 S Illinois Ave.</u> (District IV)

ORDINANCE NO. 49-754

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.

Agenda Item No. II-21

City of Wichita
City Council Meeting
May 20, 2014

TO: Mayor and City Council

SUBJECT: A14-02: Request by The Steppes at Ark Valley, LLC to annex lands generally located at the northeast corner of Harry and 127th Street East (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request.

Background: The City has received a request to annex approximately 22.12 acres of land generally located at the northeast corner of Harry and 127th Street East. The annexation area is entirely surrounded by property within the City of Wichita incorporated area. The owner has filed a preliminary plat for The Steppes at Ark Valley Addition and proposes to develop subject property with 30 residential lots.

Analysis:
Land Use and Zoning: The annexation area consists of approximately 22.12 acres zoned "SF-20" Single-Family Residential and "LC" Limited Commercial and is developed with a single family residence. Upon annexation the zoning of the portion of the subject property that is zoned "SF-20" Single-Family Residential will convert to "SF-5" Single-Family Residential. The adjacent properties to the north, east, and west are zoned "SF-5" Single-Family Residential and are developed with single family residences. The adjacent property to the south is zoned PUD #12 and is developed with a horse stable.

Public Services: Water and sanitary sewer services are available to be extended to serve the annexation area. The necessary petitions for the extension of services will be secured through the provisions of The Steppes at Ark Valley Addition.

Street System: The annexation area abuts two arterial streets, but The Steppes at Ark Valley Addition would limit the subject property to two full-movement access openings along 127th Street East, a two-lane rural standard arterial street. Any necessary petitions for improvements such as lanes on 127th Street East will be secured through the provisions of The Steppes at Ark Valley Addition.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. The nearest City station is Fire Station No. 20 at 2255 S. Greenwich. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 350 S. Edgemoor.

Parks: W.B. Harrison Park, located approximately two miles west of the annexation area, is the nearest park. W.B. Harrison Park is developed with a playground, fitness trail, tennis courts, softball diamond, rugby field, fishing pond, and restrooms. The Parks, Recreation and Open Space Plan identifies a proposed new park target area to the southeast of the subject property. The Wichita Bicycle Master Plan identifies a proposed pathway along Harry south of the subject property.

School District: The annexation property is part of Unified School District 259 (Wichita School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2030 Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is $395,860 with a total assessed value of $46,253. Using the current City levy ($32.509/$1000 x assessed valuation), this property would yield approximately $1,504 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating developing 30 residential lots with an estimated appraised value after completion of $8.4 million. Assuming the current City levy remains about the same, this would yield approximately $31,400 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-517, *et seq*. The annexation ordinance has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

Attachments: Map Sheet
Ordinance

OCA150004 BID #37529-009 CID #76383

PUBLISHED IN THE WICHITA EAGLE ON JUNE 6, 2014

ORDINANCE NO.49-757

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A14-02)

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

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II:

Tract 1
A tract in the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as beginning at a point on the West line of said Southwest Quarter, said point being 244 feet North of the Southwest corner thereof; thence East at right angles 400 feet; thence North at right angles 279.68 feet; thence with an angle to the right of 154 degrees 20' a distance of 83.7 feet; thence with an angle to the left of 90 degrees 00' a distance of 379.6 feet to a point 778.5 feet East of the West line of said Southwest Quarter; thence with an angle to the left of 64 degrees 20' and parallel with the West line of said Southwest Quarter a distance of 277.39 feet; thence with an angle to the left of 115 degrees 40' a distance of 499.76 feet; thence with an angle to the left of 90 degrees 00' a distance of 51 feet; thence with an angle to the right of 25 degrees 40' a distance of 333.57 feet; thence with an angle to the right of 90 degrees 00' a distance of 350 feet to the West line of said Southwest Quarter; thence South 50 feet to point of beginning.

Tract 2
A tract in the Southwest Quarter of Section 26, Township 27 South, Range 2 East, described as: Beginning at the Southwest corner thereof; thence North along the West line of said Southwest Quarter, 244 feet; thence East at right angles, 400 feet; thence North at right angles, 279.68 feet; thence with an angle to the right of 154 degrees 20’ a distance of 83.7 feet; thence with an angle to the left of 90 degrees 00’ a distance of 379.6 feet to a point 778.5 feet East of the West line of said Southwest Quarter; thence

South parallel with the West line of said Southwest Quarter to the South line of said Southwest Quarter; thence West 778.5 feet to beginning. Subject to easement for channel change filed November 5, 1949 and recorded in Miscellaneous Book 252, Page 11; EXCEPT that part of the South half of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as: Commencing at the Southwest corner of said Southwest Quarter; thence on the South line of said Southwest Quarter with an assumed bearing of North 89 degrees 08’50” East, a distance of 606.51 feet to the Point of Beginning; thence North 0 degrees 32’58” West, parallel with the West line of said Southwest Quarter, a distance of 105 feet to the centerline of a creek; thence North 30 degrees 07’02” East, on said centerline, a distance of 41 feet; thence North 0 degrees 52’58” West, on said centerline, a distance of 30 feet; thence North 30 degrees 27’02” East, on said centerline, a distance of 123 feet; thence North 39 degrees 27’02” East, on said centerline, a distance of 79 feet; thence North 59 degrees 27’02” East, on said centerline, a distance of 42.87 feet, more or less, to a point on the West line of the East 762 feet of the West 1540.5 feet of said South half; thence South 0 degrees 32’58” East, a distance of 356.74 feet to a point on the South line of said South half; thence South 89 degrees 08’50” West, a distance of 172.00 feet to the Point of Beginning.

Tract 3

The West 778.5 feet of the South Half of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT beginning at a point on the West line of said Southwest Quarter, said point being 244 feet North of the Southwest corner thereof; thence East at right angles 400 feet; thence North at right angles 279.68 feet; thence with an angle to the right of 154°20' a distance of 83.7 feet; thence with an angle to the left of 90°00' a distance of 379.6 feet to a point 778.5 feet East of the West line of said Southwest Quarter; thence with an angle to the left of 64°20' and parallel with the West line of said Southwest Quarter a distance of 277.39 feet; thence with an angle to the left of 115°40' a distance of 499.76 feet; thence with an angle to the left of 90°00' a distance of 51 feet; thence with an angle to the right of 25°40' a distance of 333.57 feet; thence with an angle to the right of 90°00' a distance of 350 feet to the West line of said Southwest Quarter; thence South 50 feet to the point of beginning; AND EXCEPT beginning at the Southwest corner thereof; thence North along the West line of said Southwest Quarter, 244 feet; thence East at right angles 400 feet; thence North at right angles 279.68 feet; thence with an angle to the right of 154°20' a distance of 83.7 feet; thence with an angle to the left of 90°00' a distance of 379.6 feet to a point 778.5 feet East of the West line of said Southwest Quarter; thence South parallel with the West line of said Southwest Quarter to the South line of said Southwest Quarter; thence West 778.5 feet to beginning.

Tract 4
That part of the East 762 feet of the West 1540.5 feet of the South Half of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as: Commencing at the Southwest corner of said East 762 feet; thence North on the West line of said East 762 feet, with an assumed bearing of N 0°32'58" W, a distance of 608.70 feet to the point of beginning; thence N 0°32'58" W, a distance of 394.82 feet; thence S 87°08'11" E, a distance of 128.77 feet; thence S 38°46'30" E, a distance of 44.36 feet; thence S 11°57'15" W, a distance of 165.81 feet; thence S 21°41'53" E, a distance of 11.72 feet; thence S 47°30'57" W, a distance of 46.10 feet; thence S 29°18'56" W, a distance of 70.61 feet; thence S 31°33'22" W, a distance of 103.23 feet to the point of beginning.

Tract 5
Part of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as beginning 40.00 feet North and 50.00 feet East of the southwest corner of said Southwest Quarter; thence North, along the east right-of-way line of 127th Street East, 25.00 feet; thence southeasterly 35.25 feet to a point 25.00 feet east of the place of beginning, being on the north right-of-way line of Harry Street; thence West, along said north right-of-way line, 25.00 feet to the place of beginning.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this June 3, 2014.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

Planning Agenda

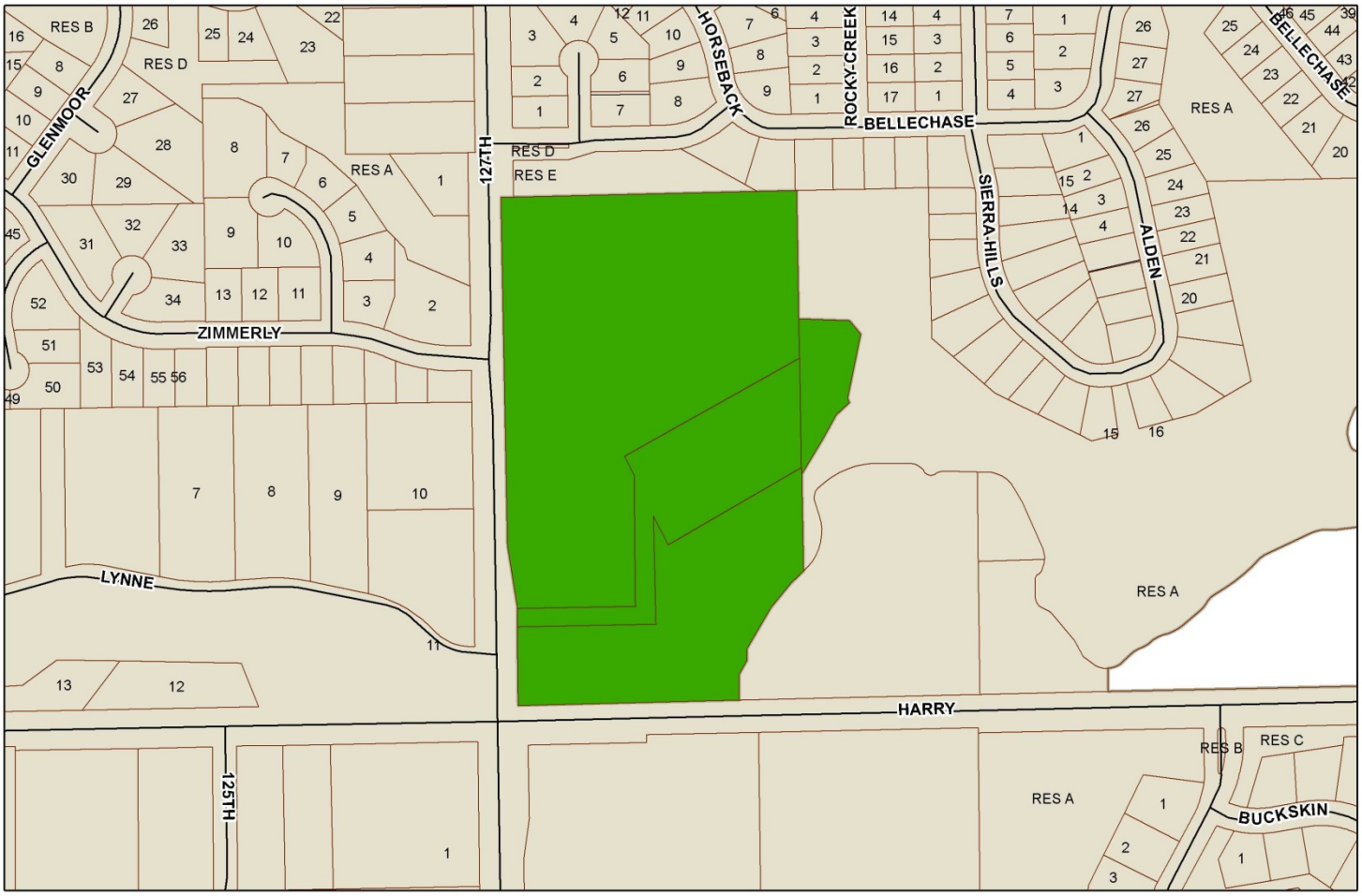
Item: A14-02 Attachment No. 1

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Generally located at the northeast corner of Harry and 127th St. E.

Address:	1520 S. 127th St. E.	**Reason(s) for Annexation:**	
22.12	Area in Acres	X	Request
2	Existing population (est.)		Unilateral
1	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:

Existing zoning:	"LC" Limited Commercial and "SF-20" Single-Family Residential



ANNEXATION AREA
WICHITA
UNINCORPORATED

N

Software: ArcGIS
Map Data Sources: City if Wichita Sedgwick County
Prepared: 2/9/09

It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.
Note: Public property represented on this map is not intended to be inclusive.

City of Wichita
City Council Meeting
May 20, 2014

TO: Wichita Housing Authority Board Members

SUBJECT: Housing Choice Voucher Family Self-Sufficiency Grant Application

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority Board (Consent)

Recommended Actions: Approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

Background: The Department of Housing and Urban Development (HUD) has issued a Notice of Funding Availability (NOFA) for continued funding of the Family Self-Sufficiency Program Coordinator positions.

Analysis: HUD requires that Housing Authorities operate a Family Self-Sufficiency (FSS) program. Though it is a HUD requirement for Housing Authorities, participation by Section 8 Housing Choice Voucher holders is voluntary. The advantage to the client is the FSS program provides the opportunity for participants to increase their income potential and eventually become independent of public assistance. The Family Self-Sufficiency Coordinators work with FSS program participants to help them increase earned income, enhance their financial literacy, reduce or eliminate the need for public assistance, and move toward economic independence and self-sufficiency. The Family Self-Sufficiency program accomplishes these goals through partnerships with community employers and service providers. Since program inception in 2002, 59 FSS participants have become homeowners through the Housing Choice Voucher Homeownership Program as a result of their FSS participation.

Financial Consideration: The application request is for $176,384, which covers the salary and fringe benefits for three Family Self-Sufficiency Program Coordinator positions, which is the current staffing level.

Legal Consideration: The Law Department has reviewed the grant application and approved it as to form.

Recommendation/Actions: It is recommended that the Wichita Housing Authority Board approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

Attachment: Housing Choice Voucher Family Self-Sufficiency Grant Application.

GRANTS.GOV™

Grant Application Package

Opportunity Title:	Family Self-Sufficiency Program Coordinators
Offering Agency:	US Department of Housing and Urban Development
CFDA Number:	14.896
CFDA Description:	Family Self-Sufficiency Program
Opportunity Number:	FR-5800-N-08
Competition ID:	FSS-08
Opportunity Open Date:	04/23/2014
Opportunity Close Date:	05/29/2014
Agency Contact:	Questions regarding specific program requirements should be directed to FSS@hud.gov

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name: City of Wichita Kansas Housing Authority

Select Forms to Complete

Mandatory

Application for Federal Assistance (SF-424)

HUD Applicant-Recipient Disclosure Report

HUD Facsimile Transmittal

Optional

☒ Disclosure of Lobbying Activities (SF-LLL)

☒ Attachments

Instructions

Show Instructions >>

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☐ New	
☒ Application	☒ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
Completed by Grants.gov upon submission.	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
KS004	KS004

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Wichita Kansas Housing Authority

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
48-6000653	0430634600000

d. Address:

* Street1:	332 N. Riverview
Street2:	
* City:	Wichita
County/Parish:	Sedgwick
* State:	KS: Kansas
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	67203-4245

e. Organizational Unit:

Department Name:	Division Name:
Wichita Housing Authority	Section 8

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mrs.	* First Name:	Gail
Middle Name:			
* Last Name:	Lotson		
Suffix:			

Title: Section 8 Program Manager

Organizational Affiliation:

* Telephone Number:	316-462-3792	Fax Number:	316-337-9103

* Email: glotson@wichita.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

L: Public/Indian Housing Authority

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.896

CFDA Title:

Family Self-Sufficiency Program

*** 12. Funding Opportunity Number:**

FR-5800-N-08

* Title:

Family Self-Sufficiency Program Coordinators

13. Competition Identification Number:

FSS-08

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Wichita Kansas Housing Authority HCV FSS

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant KS004 * b. Program/Project KS004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2015 * b. End Date: 12/31/2015

18. Estimated Funding ($):

* a. Federal	176,384.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	176,384.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Carl

Middle Name:

* Last Name: Brewer

Suffix:

* Title: Mayor

* Telephone Number: 316-268-4331 Fax Number: 316-268-4333

* Email: cbrewer@wichita.gov

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Number: 2510-0011
Expiration Date: 10/31/2012

Applicant/Recipient Information *** Duns Number:** 0430634600000 *** Report Type:** INITIAL

1. Applicant/Recipient Name, Address, and Phone (include area code):

* Applicant Name:
City of Wichita Kansas Housing Authority

* Street1: 332 N. Riverview
Street2:
* City: Wichita
County: Sedgwick
* State: KS: Kansas
* Zip Code: 67203-4245
* Country: USA: UNITED STATES
* Phone: 316-462-3792

2. Social Security Number or Employer ID Number: 48-6000653

* 3. HUD Program Name:
Family Self-Sufficiency Program

* 4. Amount of HUD Assistance Requested/Received: $ 176,384.00

5. State the name and location (street address, City and State) of the project or activity:

* Project Name: Family Self-Sufficiency Program
* Street1: 332 N. Riverview
Street2:
* City: Wichita
County: Sedgwick
* State: KS: Kansas
* Zip Code: 67203-4245
* Country: USA: UNITED STATES

Part I Threshold Determinations

* 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

☒ Yes ☐ No

* 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD) , involving the project or activity in this application, in excess of $200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR Sec. 4.9

☐ Yes ☒ No

If you answered " **No** " to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.

However, you must sign the certification at the end of the report.

Form **HUD-2880** (3/99)

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.
Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:
Street2:
* City:
County:
* State:
* Zip Code:
* Country:

* Type of Assistance: * Amount Requested/Provided: $

* Expected Uses of the Funds:

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:
Street2:
* City:
County:
* State:
* Zip Code:
* Country:

* Type of Assistance: * Amount Requested/Provided: $

* Expected Uses of the Funds:

(**Note**: Use Additional pages if necessary.) Add Attachment Delete Attachment View Attachment

Part III Interested Parties. You must decide.

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	* Social Security No. or Employee ID No.	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity ($ and %)
			$ %
			$ %
			$ %
			$ %
			$ %

(**Note:** Use Additional pages if necessary.) Add Attachment Delete Attachment View Attachment

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.
I certify that this information is true and complete.

* Signature:	* Date: (mm/dd/yyyy)
Completed Upon Submission to Grants.gov	

Facsimile Transmittal

1398695977-9470

U. S. Department of Housing and Urban Development
Office of Department Grants Management and Oversight

OMB Number: 2525-0118
Expiration Date: 06/30/2011

Name of Document Transmitting: THERE ARE NO FAXES WITH THIS SHEET.

1. Applicant Information:

Legal Name: City of Wichita Kansas Housing Authority

Address:

Street1: 332 N. Riverview

Street2:

City: Wichita

County: Sedgwick

State: KS: Kansas

Zip Code: 67203-4245 Country: USA: UNITED STATES

2. Catalog of Federal Domestic Assistance Number:

Organizational DUNS: 0430634600000 CFDA No.: 14.896

Title: Family Self-Sufficiency Program

Program Component:

3. Facsimile Contact Information:

Department: Wichita Housing Authority

Division: Section 8

4. Name and telephone number of person to be contacted on matters involving this facsimile.

Prefix: Mrs. First Name: Gail

Middle Name:

Last Name: Lotson

Suffix:

Phone Number: 316-462-3792

Fax Number: 316-337-9103

5. Email: glotson@wichita.gov

6. What is your Transmittal? (Check one box per fax)

☐ a. Certification ☒ b. Document ☐ c. Match/Leverage Letter ☐ d. Other

7. How many pages (including cover) are being faxed? 1

Form **HUD-96011** (10/12/2004)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name* City of Wichita, Kansas Wichita Housing Authority

** Street 1* 332 N. Riverview *Street 2*

** City* Wichita *State* KS: Kansas *Zip* 67203-4245

Congressional District, if known: 4

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
Dept. of Housing & Urban Development

7. * Federal Program Name/Description:
Family Self-Sufficiency Program

CFDA Number, *if applicable:* 14.896

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$

10. a. Name and Address of Lobbying Registrant:

Prefix Mr. ** First Name* Dale *Middle Name*

** Last Name* Goter *Suffix*

** Street 1* 455 N. Main *Street 2* Wichita

** City* Wichita *State* KS: Kansas *Zip* 67202

b. Individual Performing Services (including address if different from No. 10a)

Prefix Mr. ** First Name* Dale *Middle Name*

** Last Name* Goter *Suffix*

** Street 1* 455 N. Main *Street 2*

** City* Wichita *State* KS: Kansas *Zip* 67202

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix* Mr. ** First Name* Robert *Middle Name*

** Last Name* Layton *Suffix*

Title: City Manager **Telephone No.:** 316-268-4351 **Date:** Completed on submission to Grants.gov

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	HUD 52651__FSS Program Coord.	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	HUD 96010 FSS FY2014 Logic Mo	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3		Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4		Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5		Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6		Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7		Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8		Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9		Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10		Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11		Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12		Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment

Housing Choice Voucher (HCV)/Public Housing (PH) Family Self-Sufficiency (FSS) Program Coordinator Funding

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0178
Exp. 01/31/2017

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. Information provided is to determine the eligibility of the applicant for funding for the salary of a program coordinator. HUD uses the information to determine eligibility of the applicant to receive funding. Information is required to obtain benefit under 24 CFR 982.302(b). The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

PART I: General Information. (To be completed by all applicants.)

Applicant Category:	Moving-to-Work PHA?	DUNS Number of Applicant:	Funding Request for Fiscal Year: 2014
☐ PHAs Not Currently administering FSS ☒ PHAs Currently administering FSS Type of FSS Program: ☒ HCV FSS ☐ PH FSS	☐ Yes ☒ No State or Regional PHA? ☐ Yes ☒ No	04-306-34-60	

A. PHA Legal Name (For joint applicants, lead PHA name): City of Wichita Kansas Housing Authority (KS004)
Address: 332 N. Riverview
City: Wichita County: Sedgwick
State: Kansas Zip Code: 67203
PHA Number of Applicant: KS004

B. Legal Name of Joint Applicant PHA. (If applicable.)
Address:
City: County:
State: Zip Code:
PHA Number of Applicant:

Legal Name of Joint Applicant PHA. (If applicable.)
Address:
City: County:
State: Zip Code:
PHA Number of Applicant:

Note: Please use the table on page 7, Appendix A below to list any additional co-applicants.

C. Evidence demonstrating salary comparability to similar positions in the local jurisdiction for each position requested is on file at the PHA. ☒ Yes ☐ No

D. Contact information for person most familiar with the application:
Name: Gail Lotson Telephone Number: 316-462-3792
Email Address: glotson@wichita.gov

Name: Telephone Number:
Email Address:

PART II: Funding/Positions Requested by PHAs that are Currently Administering FSS Programs

A. Previously Funded Positions

Position Number	Salary Requested Per Position under this NOFA (Including Fringe Benefits)**	Indicate whether Full-Time or Part-Time	FY Last Funded	Salary Amount Last Funded	Is Applicant's Request Above Percentage Allowed in the NOFA (if applicable)? 'Y' or 'N'
1.	$64,908.00	Full-time	2013	64,908	N
2.	$55,738.00	Full-time	2013	55,738	N
3.	$55,738.00	Full-time	2013	55,738	N
4.					
5.					
6.					
7.					
8.					
9.					
10.					
Total Salary Requested:	**$176,384.00**				

B. New Positions – Positions not funded previously under a NOFA.

Position Number	Salary Requested Per Position under this NOFA (Including Fringe Benefits)**	Indicate whether Full-Time or Part-Time
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
Total Salary Requested:		

Note: Please use the tables on page 8, Appendix A below if you need additional space for previously funded and/or new positions.

C. Total Requested

1.	3	**Total number of positions requested in Part II (enter 0.5 for part-time positions)**
2.	**$176,384.00**	**Total salary requested in Part II (add totals from Part II.A and Part II.B)**

** Salary awards will not exceed the cap per position stated in the most recent NOFA.

D. Total number of families under FSS contract during the NOFA target period. 205

PART III: Requests for PHAs that are NOT currently administering FSS Programs

A. FSS Action Plan Information:

	The number of FSS program slots in the HUD-approved Action Plan. (For Joint applications, provide total approved slots for all joint applicant PHAs.)

B. Position/Salary Requested:

Position Number:	Salary Requested under this NOFA (Including Fringe Benefits) **	Indicate whether Full-Time or Part-Time
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
Total Salary Requested:		

C. Total Requested.

1.		**Total number of positions requested in Part III (enter 0.5 for part-time positions)**
2.		**Total salary requested in Part III**

** Salary awards will not exceed the cap per position stated in the most recent NOFA.

INSTRUCTIONS:

Part I. Funding Request for Fiscal Year:
Enter the Fiscal Year (FY) that corresponds to the NOFA you are applying under. For example, if you are applying for funds under the FY 2013 HCV FSS NOFA, enter 2013 on the "Funding Request for Fiscal Year" box.

Part II.A. Previously Funded Positions:

- Please see the NOFA for more information on whether column 6 "Is Applicant's Request Above Percentage Allowed in the NOFA" is applicable (i.e. whether the NOFA allows for funding increases). If requesting an increase above the percentage allowed in the NOFA, please include a justification and other requirements as instructed in the NOFA.

- See the NOFA for more information on whether applicants may qualify for part-time positions beyond the initial position (for example, whether applicants may qualify for 1.5 positions).

- See the examples below which help illustrate how to enter the information on this table.

Example 1: PHA is requesting 2 full-time positions at $55,000 each that were last funded in FY2011 for $55,000 each. The requested amount is the same as the amount last funded because the NOFA does not allow for funding increases.

Position Number	Salary Requested Per Position under this NOFA (Including Fringe Benefits)**	Indicate whether Full-Time or Part-Time	FY Last Funded	Salary Amount Last Funded	Is Applicant's Request Above Percentage Allowed in the NOFA (if applicable)? 'Y' or 'N'
1.	$55,000	Full-time	2011	$55,000	
2.	$55,000	Full-time	2011	$55,000	
3.					
Total Salary Requested:	**$110,000**				

Example 2: PHA is requesting 1 full-time position at $45,000 and 1 full-time position at $50,000. Each position was last funded in FY 2012 for these same amounts. The requested amount is the same as the amounts last funded because the NOFA does not allow for funding increases.

Position Number	Salary Requested Per Position under this NOFA (Including Fringe Benefits)**	Indicate whether Full-Time or Part-Time	FY Last Funded	Salary Amount Last Funded	Is Applicant's Request Above Percentage Allowed in the NOFA (if applicable)? 'Y' or 'N'
1.	$45,000	Full-time	2012	$45,000	
2.	$50,000	Full-time	2012	$50,000	
3.					
Total Salary Requested:	**$95,000**				

INSTRUCTIONS (CONTINUED)

Example 3: PHA is requesting 1 part-time position at $30,000 for a position that was last funded in FY 2012 for the same amount. The requested amount is the same as the amount last funded because the NOFA does not allow for funding increases.

Position Number	Salary Requested Per Position under this NOFA (Including Fringe Benefits)**	Indicate whether Full-Time or Part-Time	FY Last Funded	Salary Amount Last Funded	Is Applicant's Request Above Percentage Allowed in the NOFA (if applicable)? 'Y' or 'N'
1.	$30,000	Part-time	2012	$30,000	
2.					
3.					
Total Salary Requested:	**$30,000**				

Part II.B. New Positions: Positions not funded previously under a NOFA.

- See the NOFA for more information on whether new positions (positions not funded previously under a NOFA) are allowed and whether applicants may qualify for part-time positions beyond the initial position (for example, whether an applicant can qualify for 1.5 positions).

- Please see the examples below which help illustrate how to enter the information on this table.

Example 1: PHA is requesting 2 new full-time positions at $55,000 each:

Position Number	Salary Requested Per Position under this NOFA (Including Fringe Benefits)**	Indicate whether Full-Time or Part-Time
1.	$55,000	Full-time
2.	$55,000	Full-time
3.		
Total Salary Requested:	**$110,000**	

Example 2: PHA is requesting 1 new full-time position at $45,000 and 1 new full-time position at $50,000:

Position Number	Salary Requested Per Position under this NOFA (Including Fringe Benefits)**	Indicate whether Full-Time or Part-Time
1.	$45,000	Full-time
2.	$50,000	Full-time
3.		
Total Salary Requested:	**$95,000**	

INSTRUCTIONS (CONTINUED)

Part III. Requests for PHAs that are NOT currently administering FSS Programs:
See the NOFA for more information on whether Part III is applicable (i.e. whether PHAs not currently administering an FSS program are eligible to apply).

Part III.B. Position/Salary Requested:
Please see the examples below which help illustrate how to enter the information on this table.

Example 1: PHA is requesting 1 new full-time position at $55,000:

Position Number:	Salary Requested under this NOFA (Including Fringe Benefits) **	Indicate whether Full-Time or Part-Time
1.	$55,000	Full-time
2.		
3.		
Total Salary Requested:	**$55,000**	

Example 2: PHA is requesting 1 new part-time position at $30,000:

Position Number:	Salary Requested under this NOFA (Including Fringe Benefits) **	Indicate whether Full-Time or Part-Time
1.	$30,000	Part-time
2.		
3.		
Total Salary Requested:	**$30,000**	

APPENDIX A: USE ONLY IF ADDITIONAL SPACE IS NEEDED

Part I.B. Legal Name of Joint Applicant PHAs.

Legal Name of Joint Applicant PHA. (If applicable.)	
Address:	
City:	County:
State:	Zip Code:
PHA Number of Applicant:	
Legal Name of Joint Applicant PHA. (If applicable.)	
Address:	
City:	County:
State:	Zip Code:
PHA Number of Applicant:	
Legal Name of Joint Applicant PHA. (If applicable.)	
Address:	
City:	County:
State:	Zip Code:
PHA Number of Applicant:	
Legal Name of Joint Applicant PHA. (If applicable.)	
Address:	
City:	County:
State:	Zip Code:
PHA Number of Applicant:	
Legal Name of Joint Applicant PHA. (If applicable.)	
Address:	
City:	County:
State:	Zip Code:
PHA Number of Applicant:	

APPENDIX A (continued)

Part II.A. Previously Funded Positions.

Position Number	Salary Requested Per Position under this NOFA (Including Fringe Benefits)**	Indicate whether Full-Time or Part-Time	FY Last Funded	Salary Amount Last Funded	Is Applicant's Request Above Percentage Allowed in the NOFA (if applicable)? 'Y' or 'N'
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					
26.					
27.					
28.					
29.					
30.					
31.					
32.					
33.					
34.					
35.					
36.					
Total Salary Requested:					

Part II.B. Additional Positions.

Position Number	Salary Requested Per Position under this NOFA (Including Fringe Benefits)**	Indicate whether Full-Time or Part-Time
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
Total Salary Requested:		

eLogic Model®

Worksheet

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name City of Wichita Kansas Housing Authority

CCR Doing Business As Name 0

HUD Program FSS

Reporting Period **Projection**

Reporting Start Date

Reporting End Date

DUNS No. 043063460

Project Name ity of Wichita Kansas Housing Authority HCV FSS

FY 2014

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Projection	Annual	Extension	Impact	Projection	Annual	Extension	Accountability
3c	1a 1b 1c 4c 5a 5c	There is a need to link new FSS program participants to services and economic opportunities that will lead to employment and economic self-sufficiency. There is a need to maintain on-going linkages to services and economic opportunities for existing FSS program participants in order to support their transition to employment and economic self-sufficiency.	Child Care-Families linked to Child Care Services	Households			Education-Associates degree obtained	Persons			A. Tools for Measurement
				5				2			
			Education-Participation in Adult Basic Education	Persons			Education-Bachelors degree obtained	Persons			Database
				2				1			
			Education-Participation in ESL classes	Persons			Education-Adult Basic Education-Completed	Persons			Recruitment log
				0				2			
			Education-Participation in High School/GED program	Persons			Education-Certification from technical school	Persons			Interviews
				10				0			B. Where Data Maintained
			Education-Participation in Post secondary classes	Persons			Education-ESL-Completed	Persons			Individual case records
				15				0			
			Employment-Job retention activities	Persons			Education-GED/High School diploma obtained	Persons			Specialized database
				15				2			
			Financial Literacy-Escrow accounts established	Persons			Employment-Employment obtained (including apprenticeship)	Persons			C. Source of Data
				15				20			
			Financial Literacy-Tax Preparation assistance provided	Persons			Employment-Employment increased from part-time to full-time (32+ hours)	Persons			Progress reports
				150				10			
			Financial Literacy-IDA accounts (not escrow) established	Persons			Employment-Promotion/new job resulting in increased hourly wage	Persons			Escrow accounts
				0				10			
			Financial Literacy-Individualized Counseling	Persons			Employment-Maintain employment greater than one year	Persons			Referrals
				20				20			D. Frequency of Collection
			Financial Literacy-Classroom Setting Financial Education (participation)	Persons			Employment-Employer-Provided health benefits obtained	Persons			Monthly
				10				5			
			Health-Referral for health care services (physical/dental)	Persons			Financial Literacy-EITC received	Households			Annually
				75				50			
			Health-Referral for mental health	Persons				Households			Upon incident

eLogic Model®

Worksheet

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name City of Wichita Kansas Housing Authority

CCR Doing Business As Name 0

HUD Program FSS

Reporting Period Projection

Reporting Start Date

Reporting End Date

DUNS No. 043063460

Project Name ity of Wichita Kansas Housing Authority HCV FSS

FY 2014

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Projection	Annual	Extension	Impact	Projection	Annual	Extension	Accountability
			services	0			Housing-Increased earned income results in no longer needing rental assistance	3			E. Processing of Data
			Health-Referral for substance abuse services	Persons				Households			Computer spreadsheets
				0			Housing-Purchased home with HCV Homeownership Assistance	2			
			Housing-Homeownership counseling	Persons				Households			Manual tallies
				15			Housing-Purchased home without HCV Homeownership Assistance	1			
			Service Coordination-New families enrolled (new CoPs)	Households							
				25							
			Service Coordination-Families continuing to receive service coordination	Households							
				150							
			Service Coordination-Families graduated	Households							
				10							
			Service Coordination-Individuals served (unduplicated count)	Persons							
				0							
			Training-Job Preparation/Counseling (soft skills)-Enrolled	Persons							
			Training-Job Preparation/Counseling (soft skills)-Completed	Persons							
				25							
			Training-Job Training (for specific job/type of job)-Enrolled	Persons							
				10							
			Training-Job Training (for specific job/type of job)-Completed	Persons							
				5							
			Training-Parenting/Household Skills/Life Skills (non-job training)-Enrolled	Persons							
				0							
			Training-Parenting/Household	Persons							

eLogic Model®

Worksheet

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name City of Wichita Kansas Housing Authority

CCR Doing Business As Name 0

HUD Program FSS

Reporting Period Projection

Reporting Start Date

Reporting End Date

Project Name ity of Wichita Kansas Housing Authority HCV FSS

DUNS No. 043063460

FY 2014

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Projection	Annual	Extension	Impact	Projection	Annual	Extension	Accountability
			Skills/Life Skills (non-job training)-Completed	0							
			Transportation-Transportation services to enable service provision/employment	Persons 0							