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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. August 19, 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 August 12, 2014

AWARDS AND PROCLAMATIONS

-- Proclamations:

Attendance Awareness Month
100th Anniversary of the ICMA
Childhood Cancer Awareness Month

-- Service Award:

Fire Captain Bradley Banz

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. Shirley Mansfield - Lack of enforcement of leash laws for dogs, run down areas of town, and poor street conditions.

2. Jennifer Winn - Marijuana Decriminalization.

3. Essau Freeman - Marijuana Petition.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 19)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Request for Letter of Intent for Industrial Revenue Bonds, BANDDL1, LLC. (District III)

   RECOMMENDED ACTION: Adopt the Resolution of Intent which: (1) authorizes the Mayor to sign a Letter of Intent for BANDDL1, LLC, for Industrial Revenue Bonds in an amount not-to-exceed $5,000,000, subject to the standard Letter of Intent Conditions for a term of two-years; (2) approve a 100% tax abatement on all bond-financed property for an initial five-year period plus an additional five-years following City Council review; (3) authorize staff to apply for a sales tax exemption; (4) authorizes the Mayor to execute bond purchase agreements for each series of bonds; (5) authorizes the filing of required information statements with the State Board of Tax Appeals; and (6) authorizes the necessary signatures and other actions necessary to accomplish the intent of the Resolution.

2. Resolution Considering the Establishment of the Union Station Redevelopment District, Tax Increment Financing. (District I)

   RECOMMENDED ACTION: Adopt the resolution providing notice of consideration for the establishment of the Union Station Redevelopment District and setting a public hearing for October 7, 2014.

3. Water Line Improvements for North Westfield Court. (District V)

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

4. Water Line Improvements for Westfield, Westlink, and South Arcadia Streets. (District V)

   RECOMMENDED ACTION: Deny the square footage petition; approve the frontage petition, project, and bidding process, adopt the resolutions, and authorize the necessary signatures.

5. Request for Proposals and Selection Committee Assessment.

   RECOMMENDED ACTION: Approve the Ordinance amending sections 2.04.060, 2.04.090, 2.64.010, 2.64.020, 2.64.040 and 10.12.180 of the City Code and Charter Ordinance No. 222 and place on first reading the Ordinance and Charter Ordinance No. 222.

6. Quarterly Financial Report for the Quarter Ended June 30, 2014.

   RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended June 30, 2014.

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

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

   RECOMMENDED ACTION: Approve Change Order No. 19 and authorize the necessary signatures.

2. Air Capital Terminal 3 (ACT 3) - Supplemental Agreement No. 24, Terminal Design Amendments - Wichita Mid-Continent Airport.

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

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 19)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated August 18, 2014.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2014	(Consumption off Premises)
Rachael B. Vegas	Target Store T-1945***	2727 Maize Road
Rachael B. Vegas	Target Store T-1944***	10800 East 21st Street North
Rajeshkumar Patel	Stop and Shop***	1826 West 13th Street North

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

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

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

   RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.
   a. Community Events - Autumn and Art at Bradley Fair. (District II)
   b. Community Events - 46th Annual Wichita Black Arts Festival. (District I)
   c. Community Events - Women's Half Marathon and 5K Race. (Districts I and VI)
   d. Community Events - Walk to End Alzheimer's. (Districts I and VI)
   e. Community Events - GFFT is Hip 5K. (District VI)
   f. Community Events - Midian Shriners Car Show and Swap Meet. (District VI)
   g. Community Events - Earn Your Stripes 5K. (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.

5. Agreements/Contracts:
   a. Contract Amendment No. 2 Construction Administration – Market Street Garage Repair. (District I)

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

6. Property Acquisitions:
   a. Acquisition of Tracts Required for the Chemical Sewer Odor Control Site at 2300 North Broadway. (District VI)
   b. Partial Acquisition of 1530 South Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)

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

7. Minutes of Advisory Boards/Commissions

   Airport Advisory Board, July 7, 2014
   Board of Building Code Standards and Appeals, July 7, 2014
   Historic Preservation Board, June 9, 2014

   RECOMMENDED ACTION: Receive and file.

8. Purchase Option, RAW Investments, Inc. (District IV)

   RECOMMENDED ACTION: Adopt the Resolution approving the Special Warranty Deed, Termination and Release of Lease Agreement and to convey the property to RAW Investments, Inc. and authorize the necessary signatures.

9. Report on Claims for July 2014.

   RECOMMENDED ACTION: Receive and file.

10. Payment for Settlement of Claim.

    RECOMMENDED ACTION: Authorize payment of $15,400 as full settlement of all possible claims arising out of the events which are the subject of this claim and adopt the resolution.

11. Community Event with Alcohol Consumption – Resolution, Autumn and Art at Bradley Fair. (District II)

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

12. Bicycle Enhancement Projects. (Districts I, II, IV, V, and VI)

    RECOMMENDED ACTION: Approve the supplemental agreements and revised budgets, adopt the amending resolution, and authorize the necessary signatures.

13. Memorandum of Understanding - Metropolitan Area Building and Construction Department.

    RECOMMENDED ACTION: Approve an increase in allocation of funds for demolition and clearance.

14. 2015 - 2017 Ancillary Employee Benefit Lines.

RECOMMENDED ACTION: Accept the recommendations of the Staff Screening and Selection Committee and: 1) approve Delta Dental of Kansas, VSP, The Standard Insurance Company, Lincoln Financial UNUM and Surency as the providers for dental, vision, basic life, dependent life, basic AD&D, supplemental life, voluntary AD&D, voluntary LTD, and flexible spending administration for 2015-2017; 2) approve the co-pays/deductibles/benefits, as applicable for each plan; 3) approve the benefit enhancements and deviations as recommended for each plan; 4) approve the rate guarantees for each vendor as recommended and authorize renewal at the guaranteed rates for 2015, 2016 and 2017 as applicable; 5) approve converting the vision plan from a fully-insured plan to a self-funded plan; and 6) authorize the necessary signatures.

15. General Obligation Bond and Note Sale.

RECOMMENDED ACTION: Adopt the resolutions: 1) authorizing the general obligation bond and note sales; 2) approving the distribution to prospective bidders of the Preliminary Official Statements, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statements are in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statements; 4) authorizing publication and distribution of the Notices of Sale; and 5) authorizing staff, in consultation with Bond Counsel, to take such further action reasonably required to implement the resolutions.

16. Second Reading Ordinances: (First Read August 12, 2014)
    a. List of Second Reading Ordinances

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

17. *DED2014-00004 Dedication of Drainage Easement and DED2014-00005 Dedication of Utility Easement located on the South Side of 37th Street North, East of Ridge Road. (District V)

RECOMMENDED ACTION: Accept the Dedications.

18. *DED2014-00006 – Dedication of Sewer Easement located North of 13th Street North, East of Webb Road. (District II)

RECOMMENDED ACTION: Accept the Dedication.

19. *A14-05 - Request by Willie C. and Frohna Michele Richardson to Annex Lands Generally Located One-Quarter Mile South of Pawnee on the West Side of Webb. (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.

None

II. CONSENT AIRPORT AGENDA ITEMS

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

None

Agenda Item No. IV-1

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Request for Letter of Intent for Industrial Revenue Bonds (BANDDL1, LLC) (District III)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and adopt the Resolution of Intent.

Background: The City has received an application for a Letter of Intent to issue tax-exempt Industrial Revenue Bonds ("IRBs") for BANDDL1, LLC ("BANDDL1") in an amount not-to-exceed $5,000,000 to finance the acquisition and rehabilitation of an 85,000 square foot manufacturing and office facility located at 3000 S. Hydraulic in south Wichita. BANDDL1 is owned by Bennie and Donna Lee who intend to sublease the facility to Lee Air, Inc. ("Lee Air"), which is owned by Bennie Lee.

BANDDL1, LLC is requesting the issuance of a two-year letter of intent for IRBs in an amount not-to-exceed $5,000,000. BANDDL1 is also requesting a sales tax exemption on items purchased for the expansion project and a 100% five-year tax exemption on the IRB-financed real property improvements plus a second five-year exemption subject to City Council approval.

Analysis: BANDDL1, LLC is a real estate holding entity owned by Bennie and Donna Lee. That entity will sublease the facility to Lee Air, Inc., which is owned by Bennie Lee. Lee Air is an aircraft electronics manufacturer, specializing in electronic controllers, printed circuit board assemblies and other electronic accessories for both civilian and military aircraft. The company was founded in 1981 by Bennie Lee's parents. Bennie obtained sole ownership in the 1990s. Lee Air focuses on electronic design, testing, contract manufacturing and repair of its manufactured products. Its customers include Cessna Aircraft, Bombardier Learjet, United States Department of Defense in addition to other original equipment manufacturers and systems integrators.

Lee Air currently leases approximately 11,000 square feet at 4603 S. Seneca in south Wichita. The 85,000 square foot facility at 3000 S. Hydraulic would provide ample expansion room. Lee currently employs 18 and plans to add 46 new employees over the next five years. The company wide average wages will be at least $55,358.

Financial Considerations: BANDDL1 agrees to pay all costs of issuing the bonds and agrees to the City's $2,500 annual IRB administrative fee for the term of the bonds. Under the City's Economic Development Incentive Policy, the Company qualifies for a 100 % five-plus-five-year tax exemption on property purchased with bond proceeds, subject to City Council approval. The policy generally requires existing buildings to be vacant for at least two years prior to receiving a tax exemption. The building was formerly occupied by Boeing whose lease expired in September of 2012, although Boeing had ceased operations in the facility prior to that time according to the listing real estate broker. Lee Air will not move into the facility prior to the fall of 2015 at which time the building will have been vacant for over three years before it is put back into service.

BANDDL1 plans a two phase approach to this project. Phase I involves the acquisition of the facility and repairing the roof at a total cost of approximately $1,100,000. The second phase would involve the renovation and equipping of the building at a cost of $3,500,000.

Total cost of building and land acquisition:	$1,000,000
Phase I building renovations:	$100,000
Estimated costs of issuance and legal fees:	$75,000
Contingency:	$75,000
Phase I anticipated costs:	$1,250,000
Phase II building renovation and equipment:	$3,500,000
Estimated costs of issuance and legal fees:	$75,000
Contingency:	$175,000
Phase II anticipated costs:	$3,750,000
Total requested bonds:	$5,000,000

The one year estimated tax abatement on BANDDL1's proposed $5 million acquisition and renovation, when fully complete, would be $150,751. This estimate assumes that 100% of the cost of acquisition and renovation of the real property will be reflected in a dollar-for-dollar increase in property value. The actual increase in valuation, if any, will be determined by the Sedgwick County Appraisers Office in the future as part of its on-going reappraisal process. The value of a 100% real property tax exemption as applicable to taxing jurisdictions is:

City	$40,636	State	$ 1,875
County	$36,721	USD 259	$71,519

Based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research, the costs/benefit ratios are as follows:

City General Fund	1.30 to one
City Debt Service Fund	1.52 to one
Sedgwick County	1.16 to one
USD #259	1.00 to one
State of Kansas	8.33 to one

Legal Considerations: The law firm of Gilmore & Bell, P.C. will serve as bond counsel in the transaction. It is anticipated that the bonds will be placed privately with Kansas State Bank or Commerce Bank. Bond Counsel will prepare bond documents needed for the issuance of each series of the bonds. Execution of the documents and issuance of the Bonds will be subject to the Law Department's review and approval of the bond documents as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing and adopt the Resolution of Intent which: (1) authorize the Mayor to sign a Letter of Intent for BANDDL1, LLC, for Industrial Revenue Bonds in an amount not-to-exceed $5,000,000, subject to the standard Letter of Intent Conditions for a term of two-years; (2) approve a 100% tax abatement on all bond-financed property for an initial five-year period plus an additional five-years following City Council review; (3) authorize staff to apply for a sales tax exemption; (4) authorize the Mayor to execute bond purchase agreements for each series of bonds; (5) authorize the filing of required information statements with the State Board of Tax Appeals; and (6) authorize the necessary signatures and other actions necessary to accomplish the intent of the Resolution.

Attachments: Letter of Intent Application, Resolution of Intent

Request for Authorization to Issue Bonds

Proposed $5,000,000

City of Wichita, Kansas
Industrial Revenue Bonds

BANDDL1, L.L.C. as Tenant

Lee Air, Inc. as Sub-Tenant

LEE AIR
DESIGN & MANUFACTURE OF AIRCRAFT ELECTRONICS

April 3, 2014

City of Wichita
City Hall – 455 N. Main
Wichita, KS 67202

Re: Proposed City of Wichita, Kansas
Industrial Revenue Bonds
Tenant: BANDDL1, L.L.C.
Subtenant: Lee Air, Inc.

Dear Mayor Brewer and Members of the Council:

The purpose of this letter is to request approval by the City Council for the issuance of its Industrial Revenue Bonds (IRB) in the approximate amount of $5,000,000.

BANDDL1, L.L.C. has not previously applied for IRBs or property tax abatements from the City of Wichita or Sedgwick County.

Over the next several years (2014 – 2016) Lee Air, Inc. anticipates an expansion of their operations by having a related real estate entity, BANDDL1, L.L.C., acquire and renovate an 85,000 square foot manufacturing and warehouse facility located at 3000 South Hydraulic, Wichita, Kansas. The Company envisions a two phase expansion with the initial phase consisting of acquiring the real estate for approximately $1,000,000 along with approximately $100,000 of renovations to stabilize the facility's leaking roof, begin demolition of part of the existing facility and perform preliminary remodel design. Then, within the next two years the Company will start on a major real estate renovation of approximately $3,500,000 in order to expand Lee Air, Inc.'s manufacturing capabilities. As indicated on the March preapplication letter (see attached – Exhibit A) the Company would like to request IRB financing and the associated property tax exemption on the anticipated property acquisition and remodel. The following information is presented in support of a request:

1. Name and address of all persons who would be obligated as either tenant or guarantor on the bond document:

Tenant:
BANDDL1, L.L.C.
4603 South Seneca Street
Wichita, KS 67217

Subtenant:
Lee Air, Inc.
4603 South Seneca Street
Wichita, KS 67217

Guarantors:
Bennie & Donna Lee & Lee Air, Inc.
4603 South Seneca Street
Wichita, KS 67217

2. Names and addresses of the principal officers and directors of the requesting tenant & subtenant:

   Bennie M. Lee, Jr.
   Managing Member of BANDDL1, L.L.C. and
   President of Lee Air, Inc.
   4603 South Seneca Street
   Wichita, KS 67217

3. A general description of the nature of the business of the requesting tenant and a list of the principal competition in the local market:

   BANDDL1, L.L.C. will be the entity acquiring the real estate that will be the IRB tenant. The IRB sub-tenant will be the affiliated operating company outlined below.

   Lee Air, Inc. is a Wichita, Kansas based aircraft electronics manufacturer, specializing in electronic controllers, printed circuit board assemblies, and other electronic accessories for both civilian and military aircraft.

   Company management believes the closest direct competitors to their product lines that also provide full service for design, development and repair are ICE Corporation located in Manhattan, Kansas and Arc-Tronics, Inc. in Illinois.

   For expanded information on the Company see Exhibit B and for a Company brochure reference Exhibit C.

4. A general description of the project and its specific location(s):

   The Company envisions a two phase expansion with the initial phase consisting of acquiring an 85,000 square foot manufacturing and warehouse facility located at 3000 South Hydraulic, Wichita, Kansas for approximately $1,000,000 along with approximately $100,000 of renovations to stabilize the facility's leaking roof, begin demolition of part of the existing facility and perform preliminary remodel design. Then within the next two years the Company anticipates a major real estate renovation of approximately $3,500,000 in order to expand Lee Air, Inc.'s manufacturing capabilities. The Sedgwick County appraised value of the land costs currently $220,700. Building diagrams and pictures are included in Exhibit D.

5. A statement of the projected benefits to the City of Wichita:

   A Cost Benefit Analysis (CBA) was prepared by Wichita State University (WSU) Center for Economic Development and Business Research (CEDBR), see Exhibit E. The CBA includes an intent to hire 46 employees over a five (5) year period.

6. The dollar amount of the bonds requested:

   The total principal amount of the Bonds being requested is approximately $5,000,000 in two phases as outlined in item seven (7) below.

7. A detailed breakdown of the proposed costs including an estimate of underwriting fees and other miscellaneous expenses:

It is anticipated that the proceeds from the bonds will be requested in two series and applied substantially as follows:

Total cost of building and land acquisition:	$1,000,000
Phase I building renovations:	100,000
Estimated costs of issuance and legal fees:	75,000
Contingency	75,000
Phase I anticipated costs:	1,250,000
Phase II building renovation and equipment	3,500,000
Estimated costs of issuance and legal fees:	75,000
Contingency	175,000
	3,750,000
Total requested bonds:	$5,000,000

8. Name and address of bond counsel for City of Wichita:

Mr. Joe L. Norton
Gilmore & Bell, PC
One Main Place
100 North Main, Suite 800
Wichita, KS 67202

Phone: (316) 267-2091 ext. 3108
Fax: (316) 262-6523
Email: jnorton@gilmorebell.com

9. Name and address of counsel for borrower:

Mr. J. Tyler Paul
Biggs Law Group, L.C.
3500 N. Rock Road
Building 1100
Wichita, Kansas 67226

Phone: (316) 684-2929
Fax: (316) 681-0153
Email: jtp@biggslawgroup.com

10. Private Placement Agreement:

Bennie M. Lee, Jr. and Donna Lee, through BANDDL1, L.L.C. and Lee Air, Inc., proposed a direct source private placement bond structure to finance phase I. The Phase I bonds will be funded within BANDDL1, L.LC.'s capacity and will be held for their own account. Phase II financing will be separately determined at a later date.

11. Tax exemption:

The borrower will seek a 100% property tax exemption on real estate financed with the industrial revenue bonds. Reference Exhibit F for percentage tax exempt calculation. Should a payment in lieu of taxes (PILOT) be required we agree to make such payments. After acquiring the building the tenant and/or subtenant plans to extensively remodel and then move into 3000 South Hydraulic, Wichita, Kansas around the end of the calendar year 2016.

12. Administrative fees of the City:

The Borrower will agree to make payments of the City's administrative fees of the Bonds for the life of the bond issue, and in addition, the Borrower will agree to pay all costs incurred for the City relating to the issuance of Bonds regardless whether the Bonds are ultimately approved or issued. The Borrower will also agree to cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the applicant and any inspections of the applicant's premises or interviews with the applicant's staff.

13. Effects of Proposed Project on the Ambient Air Quality of the City of Wichita and Sedgwick County:

The proposed expansion will have no effect on the ambient air quality of the City of Wichita and Sedgwick County, nor are there any other anticipated adverse environmental effects. The Applicant will agree to comply with the City's policies and requirements relating to environmental matters.

14. Equal Employment Opportunity:

The Borrower agrees to comply with all policies of the City of Wichita with respect to equal employment opportunity. An EEO application was submitted to the City in March 2014.

15. Financial Information:

The Company is privately owned and the Owners prefer not to distribute financial statements. The Company has expanded with debt-free growth for many years. Attached is a Dun & Bradstreet, Inc. credit evaluation stating low risk of default and average payment terms at Exhibit G.

16. Insurance:

The Borrower agrees to obtain all insurance the City may require in connection with the constructions, maintenance or operation of the project, or liabilities arising out of the operation of the project including (without limitation) a performance bond sufficient to secure completion of the project.

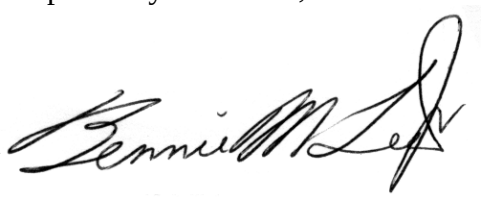
17. Real Estate Environmental Assessment:

See attached as Exhibit H a 2014 Phase I Environmental Site Assessment.

To permit BANDDL1, L.L.C. to finalize the financing of the proposed Bonds, it is requested at this time that the City Council authorize the execution of the requested Letter of Intent. (The Borrower is aware that such Letter of Intent is only an indication of intent to issue the proposed Bonds and such Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of a Bond Ordinance, Trust Indenture, Guaranty Agreement and other related documents.) The Borrower respectfully requests that such Letter of Intent be valid for a period of one year.

If further information is necessary for consideration of the Borrower's request for approval of the issuance of the City's Bonds, please contact the undersigned.

Respectively submitted,



Bennie M. Lee, Jr.
Managing Member of BANDDL1, L.L.C.
President of Lee Air, Inc.

Gilmore & Bell, P.C.
08/05/2014

RESOLUTION NO. 14-231

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, AND RENOVATION OF A MANUFACTURING AND WAREHOUSE FACILITY LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

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 of Kansas (the "State"); and

WHEREAS, the City Council (the "Governing Body") of the City desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the City is authorized to issue revenue bonds for such purposes; and

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition and renovation of a manufacturing and warehouse facility (the "Project") located in the City; and

WHEREAS, the Project will to be leased by the City to BANDDL1, L.L.C. (the "Tenant") and subleased by the Tenant to Lee Air, Inc. (the "Company").

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

Section 1. Public Purpose. The Governing Body hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the acquisition and renovation of the Project and to issue its revenue bonds, in one or more series, in an aggregate principal amount of approximately $5,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the Tenant's written acceptance of a Letter of Intent containing the City's conditions to the issuance of the Bonds in accordance with the City's Economic Development Incentive Policy (the "Letter of Intent"); (b) the successful negotiation and sale of the Bonds to a purchaser or purchasers to be determined by the Tenant and acceptable to the City (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the City; (c) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Tenant, the Company and the Purchaser; (d) the obtaining of all necessary

governmental approvals to the issuance of the Bonds; and (e) the commitment to and payment by the Tenant, the Company or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Property Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth* the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be eligible for an exemption from payment of ad valorem property taxes for a period up to ten calendar years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor. The Governing Body hereby conditionally approves an 100% ad valorem property tax exemption on the Bond-financed property, for a five year term, with an additional five year term to be considered thereafter, at the discretion of the Governing Body, all subject to the Tenant's ongoing compliance with the City's Economic Development Incentive Policy. Prior to making such determination the Governing Body has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by the Act.

Section 5. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq*. (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore.

Section 6. Reliance by Tenant; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that the such expenditures incurred prior to the issuance of the Bonds are at the risk of the Tenant that the Bonds will actually be issued. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Tenant.

Section 7. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Letter of Intent, and the City Clerk is authorized to deliver executed copies of this Resolution and the Letter of Intent to the Tenant. After the Tenant has demonstrated compliance with the provisions of the Letter of Intent, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 9. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2016, unless extended by affirmative vote of a majority of the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe
Interim Director of Law and City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on August 19, 2014, as the same appears of record in my office.

DATED: August 19, 2014.

_____
Karen Sublett, City Clerk

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City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Resolution Considering the Establishment of the Union Station Redevelopment District (Tax Increment Financing) (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Adopt the resolution setting a public hearing for October 7, 2014.

Background: Union Station LLC, a development entity led by Gary Oborny, has purchased the Union Station campus comprising approximately 10 acres of land in downtown across Douglas Avenue from Old Town. The developer has requested assistance from the City of Wichita in the redevelopment of property, through the use of tax increment financing ("TIF"). Pursuant to City Council policy, the City Manager appointed a team of City staff, Wichita Downtown Development Corporation representatives, and private-sector business representatives to evaluate the developer's request. The evaluation team found that the developer's request meets all threshold requirements established by City Council policy and earned greater than the minimum required score in each of the three categories of evaluation criteria in the City Council policy. The attached memo entitled "Evaluation of the Union Station Proposal" details the findings of the evaluation team. Procedures for the use of tax increment financing require the establishment of a redevelopment district following a public hearing on the matter. At this time, the City Council is being asked to adopt a resolution setting the public hearing for October 7, 2014 to consider establishing the TIF district.

Analysis: The area proposed for redevelopment is shown on Exhibit A to the attached resolution. The area is southwest of the intersection of Douglas and Washington. The area qualifies as a "blighted area" under the state TIF statutes because the area contains a substantial number of deteriorating structures and conditions which create economic obsolescence.

The developer plans to create a mixed use development of almost 275,000 square feet of retail, restaurants, and office space through historic renovation of the existing buildings on the campus as well as new construction infill. Tax increment financing would be used to pay for eligible redevelopment costs, on a pay-as-you-go basis, for land acquisition, site preparation, infrastructure improvements, and parking facilities.

Tax increment financing allows the increased tax revenue resulting from the redevelopment of property to be used to pay for eligible costs in the redevelopment project. Once a TIF district is established and a redevelopment project plan is adopted by the City Council, the increment of increased tax revenue is set aside by the County Treasurer, to be used by the City to repay bonds issued to finance certain improvements that are specified in the redevelopment project plan. The TIF statute also allows for projects to be financed on a pay-as-you-go basis, to reimburse the developer for eligible costs as TIF funds are received. After all the eligible costs have been paid, or the City has reimbursed the maximum amount approved, the property tax increment will be terminated and all tax revenue is distributed to the City, County, School District and other applicable taxing jurisdictions.

The first step in establishing the tax increment district is the adoption of a resolution which states that the City Council is considering the establishment of the TIF district and sets the date for a public hearing on the matter. The earliest date a public hearing may be held for this project is October 7, 2014. After closing the public hearing, the City Council may adopt an ordinance establishing the redevelopment district. The final step in the approval process involves the adoption of a detailed project plan and approval of a development agreement by the City Council.

The initiating resolution now before the City Council for adoption directs the City Clerk to publish the resolution in the City's official newspaper and to mail copies, by certified mail, to the owners and occupants of all property located within the district and to the Board of County Commissioners and Board of Education. The resolution also includes a map of the proposed district and a proposed district plan identifying potential redevelopment project areas and a general description of buildings and facilities to be constructed or improved.

District Plan: The overall plan for redeveloping the Union Station Redevelopment District is set forth in the District Plan which is attached as Exhibit B to the attached Resolution. The land uses for the overall project include retail, restaurants, and office space. The use of tax increment financing includes all TIF-eligible costs, including without limitation land acquisition, site preparation, infrastructure improvements, and parking facilities.

Pay-as-you-go TIF: Union Station LLC proposes to combine pay-as-you-go TIF with private financing to finance the proposed redevelopment project. The developer will finance through private sources all costs of the redevelopment project, including TIF-eligible project costs. Pay-as-you-go TIF revenue will be used to reimburse the developer on an annual basis with proof of expenditure of TIF-eligible redevelopment project costs. The developer will be solely responsible for paying project debt service, regardless of whether the TIF generates enough revenue to reimburse TIF-eligible project costs. The City assumes no financial risk for the project.

Financial Considerations: The cost of mailing the Resolution to all owners and occupants of property located within the proposed district will be charged to the Economic Development Fund.

Legal Considerations: State law allows cities to establish redevelopment districts in areas that are considered blighted based on findings that the area contains a substantial number of deteriorating structures and conditions which create economic obsolescence. Such findings shall be set forth in the ordinance presented to the City Council for adoption following the public hearing on October 7, 2014. During a 30-day period following the public hearing, the Sedgwick County Board of County Commissioners and the USD 259 Board of Education will have the right to veto the establishment of the redevelopment district. The resolution has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council adopt the resolution providing notice of consideration for the establishment of the Union Station Redevelopment District and setting a public hearing for October 7, 2014.

Attachments:
1. Evaluation of the Union Station Proposal
2. Resolution and Exhibits

Resolution No. 14-228

A RESOLUTION
STATING THE CITY OF WICHITA IS CONSIDERING THE
ESTABLISHMENT OF A REDEVELOPMENT DISTRICT
FOR THE UNION STATION REDEVELOPMENT DISTRICT
UNDER AUTHORITY OF K.S.A. 12-1770 ET SEQ.

WHEREAS, the provisions of K.S.A. 12-1770, et seq., as amended, set forth the procedure for the establishment of a redevelopment district for certain purposes in eligible areas; and

WHEREAS, the City of Wichita (the "City") is considering the establishment of a redevelopment district in a blighted area to be known as the "Union Station Redevelopment District" to promote the general and economic welfare of the City;

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

Section 1. That the City is considering the establishment of a redevelopment district to be known as the Union Station Redevelopment District.

Section 2. That the City will hold a public hearing to consider the establishment of such redevelopment district on October 7, 2014 at 9:00 a.m., or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 North Main Street, Wichita, Kansas.

Section 3. That a map generally outlining the boundaries of the proposed Union Station Redevelopment District is attached hereto as **Exhibit A** and incorporated herein by reference. A legal description of the proposed Union Station Redevelopment District is set forth in **Exhibit B** attached hereto and incorporated herein by reference

Section 4. That the redevelopment district plan identifying proposed redevelopment project areas along with a general description of the buildings, facilities, and improvements that are proposed to be constructed or improved in the redevelopment district is attached hereto as **Exhibit C** and incorporated herein by reference.

Section 5. That a description and map of the proposed redevelopment district shall be available for inspection by the public in the City Clerk's Office, City Hall, 13th Floor, 455 North Main Street, Wichita, Kansas, from 8:00 a.m. until 5:00 p.m., Monday through Friday, from the 19th of August, 2014 until October 7, 2014.

Section 6. That the Governing Body will consider making findings necessary for the establishment of a redevelopment district at the public hearing set to be heard herein.

Section 7. That a copy of this resolution shall be delivered to the Sedgwick County Board of County Commissioners, and to the Board of Education of Unified School District No. 259. Copies of this resolution shall also be mailed by certified mail, return receipt requested, to each owner and occupant of land within the proposed redevelopment district not more than ten (10) days following the date of the adoption of this resolution.

Section 8. That this resolution shall be published once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing. A sketch clearly delineating the proposed redevelopment district in sufficient detail to advise the reader of the particular land proposed to be included within the redevelopment district shall be published with the resolution.

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas, this 19th day of August, 2014.

_____
Carl Brewer, Mayor

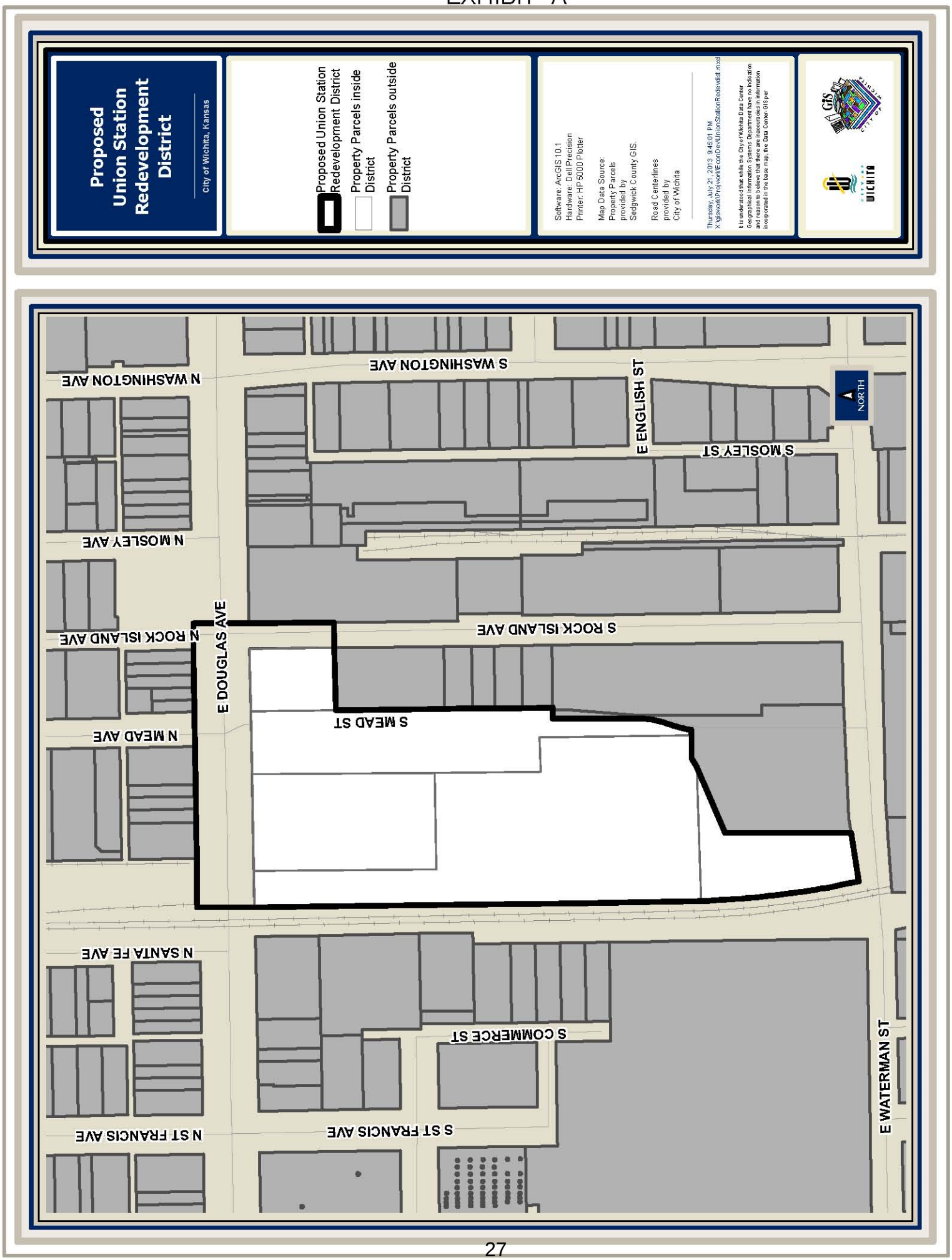
ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Brian McLeod, City Attorney

EXHIBIT "A"


Proposed Union Station Redevelopment District
City of Wichita, Kansas
Proposed Union Station Redevelopment District
Property Parcels inside District
Property Parcels outside District
Software: ArcGIS 10.1
Hardware: Dell Precision
Printer: HP 5000 Plotter
Map Data Source:
Property Parcels provided by Sedgwick County GIS.
Road Centerlines provided by City of Wichita
Thursday, July 21, 2013 9:45:01 PM
X:\gis\work\ProjectEconDev\UnionStation\Redevelst.mxd
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 per
GIS
CITY OF WICHITA
NORTH
N WASHINGTON AVE
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S ROCK ISLAND AVE
N MEAD AVE
S MEAD ST
N SANTA FE AVE
S COMMERCE ST
N ST FRANCIS AVE
S ST FRANCIS AVE
E WATERMAN ST

EXHIBIT B

LEGAL DESCRIPTION

That part of the SW1/4 of Sec. 21, T27S, R1E of the 6th P.M., Sedgwick County, Kansas, described as beginning at the northwest corner of Lot 1, Union Station Addition, Wichita, Sedgwick County, Kansas; thence N0°05’00”W along the extended west line of said Lot 1, 114.00 feet to the North Right of way of Douglas Avenue; thence N89°56’00”E along said north right of way, 580.61 feet to the East Right of Way of Rock Island; thence S00°00’00”W, along said east Right of Way, 114.00 feet to the South Right of Way of Douglas Avenue; thence continuing S00°00’00”W, along said east Right of Way, 170.72 feet; thence S89°56’00”W, 185.00 feet; thence S00°00’00”W, 276.30 feet; thence S89°56’W, 3.22 feet; thence S00°02’21”E, 162.89 feet; thence S89°52’30”W, 17.79 feet; thence S00°00’00”W, 174.09 feet to a point of curvature of a curve to the right, said curve having a radius of 165.00 feet and an arc length of 58.13 feet; chord bearing S10°05’32”W, 57.83 feet; thence along said curve, 58.13 feet to a point of reverse curve of a curve to the left, said curve having a radius of 260.00 feet and an arc length of 49.94 feet; thence along said curve, 49.94 feet; thence S89°22’00”W, 57.02 feet; thence S68°20’30”W, 171.05 feet; thence S00°00’00”W, 253.92 feet; thence S83°50’48”W, 101.63 feet; thence N09°45’00”W, 36.96 feet; to a point of curvature of a curve to the right, said curve having a radius of 1883.87 feet and an arc length of 317.84 feet; chord bearing N04°55’00”W, 317.46 feet; thence along said curve, 317.84 feet to a point of tangency; thence N0°05’00”W, 864.61 feet to the point of beginning.

EXHIBIT C

REDEVELOPMENT DISTRICT PLAN FOR THE REDEVELOPMENT OF THE UNION STATION REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING

August 19, 2014

SECTION 1: PURPOSE

A district plan is required for inclusion in the establishment of a redevelopment district under K.S.A. 12-1771. The district plan is a preliminary plan that identifies proposed redevelopment project areas within the district, and describes in a general manner the buildings, facilities and improvements to be constructed or improved.

SECTION 2: DESCRIPTION OF TAX INCREMENT INCOME

Projects financed through tax increment financing typically involve the creation of an "increment" in real estate property tax income. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes flow to the City to fund projects in the redevelopment district, and the remaining portion flows to all remaining taxing jurisdictions. The portion of property taxes flowing to the City is determined by the increase in the assessed value of the properties within the redevelopment district as a result of the new development occurring within the same area. When the current aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value from new development, increment income is generated. Public improvements within the district and other qualified expenditures are funded by the City and repaid over a specified period of time with this increment income. The property taxes attributable to the assessed value existing prior to redevelopment, the "original valuation," continue to flow to all taxing jurisdictions just as they did prior to redevelopment. This condition continues for the duration of the established district, as defined by statute, or until all eligible project costs are funded, whichever is of shorter duration.

SECTION 3: DESCRIPTION OF THE DISTRICT BOUNDARIES

The property within the proposed district includes all property generally bounded by the railroad right of way on the west, the north right of way line of Douglas Avenue on the north, the east right of way line of Rock Island from Douglas to the south property line of 801 E. Douglas and the east property line of 725 E. Douglas on the east, and the south property line of 801 E. Doulas and south property line of lot 2 of Union Station Addition, in Wichita, Sedgwick County, Kansas; and including all street rights of way within such described areas. The legal description of the proposed district is attached hereto and incorporated herein as Attachment 1.

SECTION 4: BUILDINGS AND FACILITIES

The district is located within Project Downtown and is further identified as a catalyst site for redevelopment. The buildings are part of the 10 acre Union Station complex along the rail corridor. A majority of the buildings were constructed prior to 1950 and are vacant. Design and layout of the buildings creates an economic

obsolescence based on current uses.

The proposed redevelopment district is an area that meets the criteria for designation as a "blighted area" as defined by state law governing the establishment and financing of redevelopment districts. Property within a blighted area is legally eligible for establishment of a redevelopment district.

SECTION 5: REDEVELOPMENT AND PROJECT AREAS

It is anticipated that all property within the district will be designated as the "project area" under the redevelopment project plan, which must be adopted by the City Council by a 2/3 majority vote before the expenditure of any tax increment financing funds. The plans for redevelopment of the project area generally call for a full remodel and update of the five existing structures and development of two additional commercial structures for a total of almost 275,000 square feet of retail, restaurant, and office space. It is further anticipated that the project will include construction of a public parking structure.

Tax increment financing may be used to pay for eligible costs, on a pay-as-you-go basis, for land acquisition and site preparation including utility relocations, public infrastructure improvements, such as streetscape, public parking, utility extensions, landscaping, and public plazas. Tax increment financing may not be used for construction of any buildings owned or leased to a private, nongovernmental entity.

SECTION 6: CONCLUSION

After the establishment of the redevelopment district, any redevelopment projects to be funded with tax increment financing will be presented to the Governing Body for approval through the adoption of a Redevelopment Project Plan. The Project Plan will identify the specific project area located within the established tax increment financing district and will include detailed descriptions of the projects as well as a financial feasibility study showing that the economic benefits out-weigh the costs. The Project Plan must be reviewed by the Metropolitan Planning Commission and submitted to a public hearing following further notification of property owners and occupants, before it can be adopted by a two-thirds majority vote of the Governing Body. Only then can tax increment income be spent on the redevelopment projects.

Tax increment financing does not impose any additional taxes on property located within the redevelopment district. All property within the district is appraised and taxed the same as any other property. However, if property within the district increases in value as a result of redevelopment, the resulting increment of additional tax revenue is diverted to pay for a portion of the redevelopment costs.

Attachment 1

LEGAL DESCRIPTION

That part of the SW1/4 of Sec. 21, T27S, R1E of the 6th P.M., Sedgwick County, Kansas, described as beginning at the northwest corner of Lot 1, Union Station Addition, Wichita, Sedgwick County, Kansas; thence N0°05’00”W along the extended west line of said Lot 1, 114.00 feet to the North Right of way of Douglas Avenue; thence N89°56’00”E along said north right of way, 580.61 feet to the East Right of Way of Rock Island; thence S00°00’00”W, along said east Right of Way, 114.00 feet to the South Right of Way of Douglas Avenue; thence continuing S00°00’00”W, along said east Right of Way, 170.72 feet; thence S89°56’00”W, 185.00 feet; thence S00°00’00”W, 276.30 feet; thence S89°56’W, 3.22 feet; thence S00°02’21”E, 162.89 feet; thence S89°52’30”W, 17.79 feet; thence S00°00’00”W, 174.09 feet to a point of curvature of a curve to the right, said curve having a radius of 165.00 feet and an arc length of 58.13 feet; chord bearing S10°05’32”W, 57.83 feet; thence along said curve, 58.13 feet to a point of reverse curve of a curve to the left, said curve having a radius of 260.00 feet and an arc length of 49.94 feet; thence along said curve, 49.94 feet; thence S89°22’00”W, 57.02 feet; thence S68°20’30”W, 171.05 feet; thence S00°00’00”W, 253.92 feet; thence S83°50’48”W, 101.63 feet; thence N09°45’00”W, 36.96 feet; to a point of curvature of a curve to the right, said curve having a radius of 1883.87 feet and an arc length of 317.84 feet; chord bearing N04°55’00”W, 317.46 feet; thence along said curve, 317.84 feet to a point of tangency; thence N0°05’00”W, 864.61 feet to the point of beginning.

DATE: August 13, 2014
TO: Robert Layton, City Manager
FROM: Scott Knebel, AICP, Downtown Revitalization Manager
SUBJECT: Evaluation of the Union Station Proposal

The City Council established the criteria by which the City of Wichita will consider incentives for downtown development projects by Resolution No. 14-160 (attached). The resolution requires a process by which a team appointed by the City Manager evaluates proposed projects based on established criteria and scores the project using an evaluation form.

The evaluation team has completed the required evaluation process for the Union Station project. The completed evaluation form is attached. The evaluation team found that the proposal meets all threshold requirements and earned greater than the minimum required score in each of the three categories of evaluation criteria. The report provides the evaluation team's reasoning for the scores on the evaluation form.

The report also notes a factor for consideration for the Union Station project that, in the opinion of the evaluation team, is not adequately addressed by the established criteria. In the opinion of the evaluation team, the established criteria do not adequately address projects such as Union Station where the requested incentives do not involve City debt. This is most obvious for the threshold criteria requiring a shortfall agreement and a minimum coverage ratio for City debt service, but the bigger impact is on the scoring criteria in the Project Characteristics category. The criteria in this category provide higher scores for projects that mitigate City financial risk in a project. However, there is no mechanism on the evaluation form for awarding higher points for these criteria for projects like Union Station that have no City financial risk. In the opinion of the evaluation team, the overall score in the Project Characteristics category understates the benefits to the City of the proposed "pay-as-you-go" incentives that eliminate the City's financial risk for the project.

The following sections provide the evaluation team's reasoning for the scores on the evaluation form. Note that the descriptive headings of the criteria below are in summary form, but the information below follows the order of the criteria on the evaluation form.

Minimum Submittal Criteria for Developer

Equity – The developer has proposed 20% equity in the project as detailed in the attached statement of Developer Equity. The developer's hard costs for the project are $31,123,616. The $6,226,156 in equity is proposed to be in the form of $1,500,000 from the purchase of the property that will be contributed as collateral, $3,766,156 in monetized historic tax credits, and $960,000 in cash.
Shortfall Agreement – The developer is proposing pay-as-you-go Tax Increment Financing (TIF) and is assuming all financial risk for any shortfall in TIF revenue by privately financing the project.
Vetting – The City's vetting process indicates no issues of concern.
Letter of Interest – The developer has provided commitment letters from Rose Hill Bank and Wells Fargo.

Minimum Submittal Criteria for Project

Design Guidelines – Per the attached Design Review Evaluation Form, the attached Project Design has been found to be consistent with the Project Downtown design guidelines.

Gap Analysis – The attached Gap Analysis shows that based on the pro forma cash flow and a sale of the property at the end of 10 years, the proposed multi-phase project generates a -0.1% return on the $6,226,156 in cash or equivalent equity without incentives at a 9% percent capitalization rate. With the incentives, the return increases to 12%, which is three percentage points above the capitalization rate and within the range generally considered a "reasonable" return with incentives.
Public Asset – The proposed parking structure, pedestrian boardwalk, paving, utilities, and landscaping are public assets identified in the Project Downtown master plan. While the proposed site acquisition reimbursement is not specifically identified as a public asset in the Project Downtown master plan, much of the site will be used to construct the public parking and access areas. If the public improvements were to be constructed on land not already owned, the cost of land acquisition definitely would be considered an eligible project cost by Project Downtown. Given the unique circumstances, the evaluation team discussed acquiring a public access easement from the developer for the portions of site where public improvements would be constructed using TIF. The developer would be compensated for the fair market value of the land where public access improvements would be located, not to exceed the $1,500,000 actual site acquisition cost. The Public Access Easement attachment illustrates that the portions of the site where a public access easement would be acquired is 274,059 square feet and that the average land acquisition cost of 10 comparable downtown properties is $6.71 per square foot, placing the fair market value of the land where the public access improvements would be located at $1,839,147. The evaluation team also discussed the importance of the development agreement specifying minimum design standards with City design approval for all TIF-funded public improvements.
Capital Investment Ratio – The proposed private capital investment is $36,578,000, and the proposed public capital investment is $17,321,000, resulting in a private to public capital investment ratio of 2.1 to 1.
Debt Service Coverage – There is no public debt in the proposed project; therefore, debt service coverage is not required.

Project Location/Design

Location – The proposed project is located across Douglas from the two City-owned parking lots within Catalyst Site 9. As is outlined in the attached description of Catalyst Site 9, a revived Union Station with dining, entertainment, retail, and office uses is critical to the successful revitalization of Catalyst Site 9. As is shown in the attached Walkable Development Focus Areas, one of the key growth directions for the success of Project Downtown is from Old Town across Douglas to a revitalized Union Station.
Design – The proposed project will renovate four vacant historic landmarks to meet state and federal historic design guidelines and bring to life an entire district that contributes to Wichita's historic identity in manner that is consistent with the attached Old Town South District Framework. The proposed project also provides a mixed-use development plan of office, retail, restaurant, and entertainment uses intended to activate the Douglas frontage across from Old Town and connect to the Intrust Bank Arena and Commerce Arts District.
Land Use/Project Type – The proposed shared-used parking structure is an encouraged land use for the site by Project Downtown. The developer indicates that the project will be developed as a destination with a marketing plan focused on the "Union Station" brand. The developer indicates that he is negotiating with a potential office tenant for Phase 1 that would result in 25-35 new jobs for the Wichita economy. Phase 2 of the project will provide both an iconic landmark office and new construction office space that could be tailored to the specific needs of employers being recruited by the Greater Wichita Economic Development Coalition (GWEDC).
Other Location/Design Benefits – The proposed project will include unique place-making elements such as a pedestrian plaza along Douglas and building lighting to activate the site and attract tenants and customers.
Return on Public Investment – The attached Center for Economic Development and Business Research (CEDBR) Model shows a return on investment to the City of 1.08 to 1.
Public Assets – The proposed pedestrian boardwalk, paving, and landscaping will benefit the community by significantly improving walkability and providing important connections among Union Station, Old Town, Intrust Bank Arena, and Commerce Arts District as described in the attached Old Town South District Framework. The

proposed parking structure will provide shared-use public parking to support the entire site, as well event parking for Intrust Bank Arena and possible future development on surrounding sites.
Project Downtown Vision – The proposed project revitalizes a mostly-vacant 9 acre site in the heart of downtown with a mixed-use office, retail, restaurant, and entertainment destination in manner consistent with the Project Downtown vision and strategies outlined in the attached Catalyst Site 9 and Old Town South District Framework.
Economic Base – The proposed project will result in significant new construction work in the Wichita economy. The developer indicates that he is negotiating with a potential office tenant whose project would result in net new jobs for the Wichita economy. The proposed project will provide additional location options for employers being recruited by GWEDC.
Environmental Sustainability – The proposed project renovates four vacant historic landmarks and has 150,000 square feet of infill development that takes advantage of existing community infrastructure. The developer indicates that the proposed project will use high-efficiency energy and glazing systems.
Other Public Purpose Benefits – The proposed project includes a pedestrian plaza in front of the Union Station terminal building that will support public events and activate the Douglas frontage.

Proposed Project Characteristics

Market Analysis – The proposed project is consistent with the attached Office and Hotel Market Analysis, which indicates that downtown can support up to 480,000 square feet of new office development and that the most successful office developments will be in buildings ranging from 40,000 to 80,000 square feet that are located in architecturally significant "cool space" within walking distance of restaurants and mixed-use districts and have convenient parking.
Rate of Private Return – The attached Gap Analysis shows that based on the pro forma cash flow and a sale of the property at the end of 10 years, the proposed multi-phase project generates a -0.1% return on the $6,226,156 in cash or equivalent equity without incentives at a 9% percent capitalization rate. With the incentives, the return increases to 12%, which is three percentage points above the capitalization rate and within the range generally considered a "reasonable" return with incentives.
Projected Rents – The proposed project rents are initially below market rate and supported by the TIF incentives in order to attract the initial tenants to the new project. The long-term project rents are proposed to be within the range of rents charged at other downtown properties.
Rate of Absorption – The developer indicates that approximately 80 percent of Phase 1 is in the process of being leased, and the existing buildings in Phase 2 have active showings on a weekly basis.
Long-Term Solvency – The developer has a long track record of developing, holding, and managing successful commercial real estate projects.
Developer Equity – The developer has proposed 20% equity in the project as detailed in the attached statement of Developer Equity. The developer's hard costs for the project are $31,123,616. The $6,226,156 in equity is proposed to be in the form of $1,500,000 from the purchase of the property that will be contributed as collateral, $3,766,156 in monetized historic tax credits, and $960,000 in cash.
Equity Commitment – The developer is providing a personal guarantee for all financing for the project, including the TIF-funded public improvements, and is providing a letter of credit to secure the proposed 20% equity.
Private to Public Investment Ratio – The proposed private capital investment is $36,578,000, and the proposed public capital investment is $17,321,000, resulting in a private to public capital investment ratio of 2.1 to 1.
Financial Stability of Lender – The developer provided a report from Moody's that indicates that Wells Fargo has an "Aa3" rating, which is a superior rating.
Lender Commitment – The developer has provided commitment letters from Rose Hill Bank and Wells Fargo that are not conditioned upon City approval of the proposed development incentives.

Current Experience and Creditworthiness of Developer

Financial Statements – The attached memorandum from Springsted indicates that they reviewed unaudited financial statements from the developer and that his ability to generate the equity needed for the project should be feasible.

Developer Credit History – The City's vetting process indicates that the developer has excellent credit history.

Letters of Good Standing – The developer provided three letters of good standing.

State Certificates – The developer provided a Tax Clearance Certificate and Certificate of Good Standing for Union Station LLC.

Defaults – The City's vetting process indicates that the developer has no defaults.

Team Experience – The developer has completed a public-private partnership with the City using the Façade Improvement Program at the Travel Air Building. The developer is in the process of putting together a public-private partnership with the City of Overland Park for the redevelopment of the 650,000 square-foot Overland Park International Trade Center.

References – No references were provided.

Other Experience – The developer has 25 commercial developments, including major adaptive reuse and historic renovation projects such as the Travel Air Building, Occidental Hotel, and North Rock 6.

Attachments

1. Resolution 14-160
2. Downtown Development Incentives Evaluation Form
3. Developer Equity
4. Design Review Evaluation Form
5. Project Design
6. Gap Analysis
7. Public Access Easement
8. Catalyst Site 9
9. Walkable Development Focus Areas
10. Old Town South District Framework
11. CEDBR Model
12. Office and Hotel Market Analysis
13. Springsted Memorandum

1. Resolution 14-160

RESOLUTION NO. 14-160

A RESOLUTION AMENDING THE CRITERIA BY WHICH THE CITY OF WICHITA WILL CONSIDER INCENTIVES FOR DOWNTOWN DEVELOPMENT PROJECTS.

WHEREAS, Project Downtown: The Master Plan for Wichita was adopted by the City Council on December 14, 2010; and

WHEREAS, the Downtown Development Incentives Policy was adopted by the City Council on May 17, 2011; and

WHEREAS, the Downtown Development Incentives Policy establishes a program for public-private partnerships involving incentives that fund investments in infrastructure that is timed with and supportive of private investment, creates lasting public benefits, and facilitates additional private investment; and

WHEREAS, the criteria of the Downtown Development Incentives Policy need to be amended to improve processes.

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

SECTION 1. The City Council hereby establishes the amended Downtown Development Incentives Policy as follows, which supersedes the policy approved May 17, 2011:

A. **BACKGROUND AND PURPOSE.** Project Downtown: the Master Plan for Wichita was adopted by the City Council on December 14, 2010, as the official policy guide for the revitalization of downtown Wichita. Project Downtown identifies that development in downtown often poses initial development costs that can be hard to address with solely with mechanisms like special assessment districts; façade improvements grants and financing; economic development incentive and industrial revenue bond based tax abatements; community improvement district financing; or lead and asbestos abatement financing that provide development incentives in other areas of Wichita. Therefore, Project Downtown recommends that the City of Wichita help overcome such obstacles to private investment by establishing a Downtown Incentives Policy that provides for a range of additional incentives in the form of public investments in downtown development projects that are timed with and supportive of private investment if a facet of the development involves creation of public assets that have lasting public benefits and facilitate additional private investment, and if the proposed public investment is investment in public assets such as parking, streetscaping, parks or other facilities with public benefit beyond the individual project. The purpose of the Downtown Development Incentives Policy is to outline the criteria by which the City of Wichita will consider such additional incentives for downtown development projects. Downtown

development projects are those projects located within the Project Downtown plan area.

B. **APPLICABLE INCENTIVES.** The Downtown Development Incentives Policy applies to requests for the following general public sources of funding (hereafter, "Downtown Development Incentives") to be used in a downtown development project that involves creation of, and investment in, public assets with a lasting public benefit and facilitation of additional private investment:

- Tax Increment Financing (TIF)
- Hotel Guest Tax
- Forgivable Loans
- STAR Bonds
- Land
- Cash

The City's other established incentive programs will remain available for downtown development projects but will not be subject to the requirements of this policy. Additionally, public projects to improve City assets that are funded through the City's Capital Improvement Program or that are funded, at least partially, through Special Assessments will not be subject to the requirements of this policy, even if the project is partially funded through one or more of the incentives listed above.

C. **PRELIMINARY REVIEW PROCESS.** Prior to consideration by the City Council, parties intending to request Downtown Development Incentives must contact the Downtown Design and Innovation Center (DDIC) prior to submitting their request. The DDIC is a consultative undertaking between the Wichita Downtown Development Corporation and the City of Wichita responsible for assisting with the preparation of requests for Downtown Development Incentives. Parties requesting Downtown Development Incentives are required to participate in the preliminary review process established by the DDIC prior to submitting their request.

Once the developer has completed detailed design of the project, the project will be scheduled for design review by the DDIC. The developer will need to provide a site plan and perspective drawings in advance of the design review meeting. Developers and their design team will attend the design review meeting to present the project and answer questions from DDIC team. A dialogue regarding any design modifications needed for consistency with the design guidelines will occur, and the DDIC team will attempt to reach consensus regarding any design modifications with the developer. A written report outlining design modifications needed for consistency with the design guidelines will be provided to the developer following the design review meeting. The developer will provide a revised site plan and perspective drawings to the DDIC for confirmation of the design modifications. If the design modifications are unacceptable to the developer, an appeal to the City Manager may be filed. The City Manager will appoint a committee to hear and decide the appeal. In the event the

developer and committee are unable to reach agreement on the modifications, the developer may withdraw the proposal.

D. SUBMITTAL REQUIREMENTS. After completing the preliminary review process requirements, parties requesting Downtown Development Incentives must submit the information listed below. The City Manager, or other City Staff designated by the City Manager, will determine if the information provided is sufficient to undertake the evaluation process. If the City Manager, or other City Staff designated by the City Manager, determines that additional information is needed in order to undertake the evaluation process, parties requesting Downtown Development Incentives must submit such additional information as may be required by the City Manager, or other City Staff designated by the City Manager.

Project Summary

1. Project amount and purpose
2. Description of the redevelopment project, including details of how the proposed project meets the "Threshold Criteria" and the "Public Benefit Criteria" described in the "Evaluation Process" section below
3. Description of the proposed public-private partnership, including details of how the project partnership meets the "Threshold Criteria" and the "Business Plan Criteria" described below
4. Description of the development team, including details of how the development team meets the "Threshold Criteria" and the "Developer Background" criteria described below

Design Plan

1. Site Plan
2. Perspective Drawings

Business Plan

1. Market Analysis, including written description of plan to meet projections
2. Pro Forma, including written description of plan to meet projections
3. CEDBR Fiscal Impact Model (the developer is responsible for CEDBR's fee for this service)
4. Source of capital, including:
   a. Evidence of developer equity
   b. Evidence of lender commitment
5. Amount and purpose of public investment sought
6. Repayment plan, if the City ordinarily requires a repayment plan or contingent repayment plan in connection with the type of incentive at issue
7. Backup repayment plan, including guarantors, if a repayment plan is required

Developer Background

1. Projected or existing financial statements (three years) for:
   a. Developer, development entity, and key project partners, as applicable
   b. Guarantors (if different)

c. If desired, financial statements may be submitted separately to a designated third party for analysis and summary report to the City.

2. History/ownership/legal structure of the business, including:
   a. Certificate of Good Standing from the Secretary of State
   b. Tax Clearance Certificate from the Department of Revenue
3. Experience of the development team, including:
   a. Experience with similar projects
   b. Number of projects completed by the development team
   c. Past project experience with the City of Wichita
   d. References, especially from other municipalities that have worked with the development team
4. Banking references, including:
   a. Credit history reports, including past credit defaults (not required if the third party financial analysis option is selected)
   b. Letters of good standing from previous lenders
5. Applicant Disclosure Questionnaire for:
   a. Developer, development entity, and key project partners, as applicable
   b. Guarantors (if different)

Parties that do not want their financial statements disclosed publicly may submit their financial statements directly to a third party financial analysis consultant selected by the City. The third party financial analysis consultant will keep the financial statements confidential and will provide a summary report of their analysis of the financial statements to the City of Wichita, which analysis will in all cases address whether the financial statements were audited, whether the statements were accompanied by an auditor's opinion that they fairly presented the financial condition of the submitting party or parties, and whether any of the statements contained an auditor's note concerning material or fundamental uncertainty or actual doubt as to the subject's ability to continue as a going concern.

E. **EVALUATION PROCESS.** In considering a request for Downtown Development Incentives for a downtown development project, criteria will be evaluated regarding the public benefit of the project, the business plan for the project, and the developer's background and qualifications. An evaluation matrix (attached) will be used to evaluate projects on each criteria category. The evaluation matrix will be completed by an evaluation team that will collectively determine a single project score through team consensus. The evaluation team will be appointed by the City Manager and will include a diverse membership with representatives from the following:

- Downtown Revitalization Manager, Chairperson
- Urban Development Director
- Two private sector business representatives
- One lender
- Two Wichita Downtown Development Corporation staff/members
- Other subject matter experts as warranted by the project
- Management Analyst (non-voting), staff support

- Public Works/Engineering design representative (non-voting), staff support
- Finance Department representative (non-voting), staff support
- Law Department representative (non-voting), staff support

A project will need to receive 70% of the available points in each of the three criteria categories in order to be considered for Downtown Development Incentives. If the evaluation determines that Downtown Development Incentives should be considered, the resulting rating from the evaluation matrix will determine the required form of the guarantee for public revenue shortfall and the debt service coverage ratio for public financing. Higher rated projects will receive the more favorable terms. If requested, parties requesting Downtown Development Incentives may modify their proposal after the initial evaluation in order to improve the terms through a subsequent evaluation. Final approval of Downtown Development Incentives will be by the City Council.

The minimum threshold and categorical criteria upon which a request for Downtown Development Incentives will be evaluated are:

Minimum Threshold Criteria for the Developer

1. 10% equity
2. Guarantee for a proportional share of public revenue shortfall. For projects that involve multiple phases or developers, each phase or developer must provide a guarantee for a percentage of the public revenue shortfall proportional to that phase's or developer's portion of the overall project.
3. Letter of interest from primary lender or equity investor
4. Applicant Disclosure Questionnaire

Minimum Threshold Criteria for the Project

1. Consistency with Project Downtown's General Design Guidelines and Project Development Criteria. A Design Review Process has been established to determine a project's eligibility for this criterion.
2. Economic analysis confirms that the project is infeasible "but for" public investment.
3. Public investment is in a public asset as defined in Project Downtown.
4. Minimum private to public capital investment ratio of 2 to 1. For projects that involve multiple phases of private capital investment but up-front public capital investment that benefits all phases of development, the amount of private investment for a phase of development must be at least twice the proportion of public capital investment that directly benefits that phase of development.
5. Minimum public debt service coverage ratio of 1.2 to 1

Public Benefit/Compatibility with Overall Downtown Plan

1. Project Location/Design – Projects will be evaluated on the extent to which the project exceeds the General Design Guidelines and Project Development Criteria in the following four areas:

a. Location – Project Downtown identifies priority locations such as Catalyst Sites and Walkable Development Focus Areas. Projects will be evaluated on the extent to which they utilize these priority locations in a manner that fosters additional development on properties surrounding the project site. Projects also will be evaluated on the ability to connect existing downtown districts and nodes and on impacts to the transportation system, such as providing a strategic walking connection to the river or accommodating a key transit stop.
b. Design –The design of projects will be evaluated on the extent to which they exceed the minimum thresholds. Project Downtown encourages extraordinary design that contributes to Wichita's identity as a community of distinction. Additionally, the Project Development Criteria identifies encouraged design features for each downtown district as "optional criteria." Projects will be evaluated on the extent to which they contribute to community identity and include encouraged design features.
c. Land Use/Project Type –The Project Development Criteria identifies encouraged land uses for each downtown district as "optional criteria." Projects will be evaluated on the extent to which they include these encouraged land uses. Projects also will be evaluated on the extent to which they provide a new attraction, destination business, or major employer to the community.
d. Other – Developers are encouraged to propose projects that further other priorities identified in Project Downtown. Projects will be evaluated on the extent to which they accomplish additional Project Downtown priorities.

2. Return on Public Investment – The extent to which a project's return on public investment exceeds 1.3 to 1 on the Center for Economic Development and Business Research (CEDBR) Fiscal Impact Model will be evaluated.
3. Public Purpose – Projects will be evaluated on the extent to which they accomplish the following public purposes:
   a. Public asset serves developments beyond the project site
   b. Project helps accomplish Project Downtown vision and strategies
   c. Project enhances the community's economic base
   d. Project promotes sustainability
   e. Other public benefits identified by the developer

Proposed Project Characteristics

1. Market Analysis – The project's market analysis will be evaluated on the following criteria:
   a. Extent that the current Project Downtown market analyses confirms project feasibility, or
   b. Alternatively, confirmation of project feasibility by a separate third-party market analysis
2. Pro Forma – The project pro forma will be evaluated on the following criteria:
   a. Rate of private investment return
   b. Rents/prices consistent with performance of comparables
   c. Projected rate of absorption consistent with performance of comparables
   d. Long-term project solvency

3. Developer Equity – The amount and form of developer equity in the project will be evaluated.
4. Share of Public Funding – The extent to which private funding of the project exceeds the minimum threshold will be evaluated.
5. Lender Commitment – The financial stability of the lender and the form of lender commitment will be evaluated.

Current Experience and Creditworthiness of Developer

1. Financial Statements – The financial statements of the developer, development entity, key project partners, and guarantors will be evaluated on criteria such as the following:
   a. Cash ratio of liquid assets to current liabilities
   b. Debt/equity ratio
   c. Debt service coverage ratio
   d. Profit margin
   e. Return on investment
   f. Auditor's opinion on fairness of presentation
   g. Auditor's opinion on appropriateness of going concern assumption
2. Developer Experience and Qualifications – The developer's qualifications and experience will be evaluated on the following criteria:
   a. Developer credit history
   b. Letters of good standing from previous lenders
   c. Certificate of Good Standing from the Secretary of State and Tax Clearance Certificate from the Department of Revenue
   d. Previous credit defaults by developer or key partners
   e. Experience with similar projects
   f. Number of projects completed by the development team
   g. Past project experience with the City of Wichita
   h. References, especially from other municipalities that have worked with the development team

F. DEVELOPMENT AGREEMENT REQUIRED. Concurrently with, or prior to, the approval of Downtown Development Incentives by the City Council, the City and the developer shall enter into a Development Agreement governing the conduct of the respective parties in relation to the proposed downtown development project. The Development Agreement will include a site plan and elevation drawings or renderings of the project, and a Sources and Uses of Funds table that identifies the various sources of public and private project funds and how they will be used. Among all other provisions, the Development Agreement will set forth the method and manner for disbursement of funds by the respective parties to pay for eligible project costs as well the responsibilities and milestones of the respective parties in project completion. The assignment of Development Agreement rights to any third party assignee will require prior written consent of the City, which may be granted or withheld at the sole discretion of the City.

G. **"GAP" FINANCING REQUIREMENT.** Approval of Downtown Development Incentives will require a financial analysis demonstrating that the project would not otherwise be possible without the use of the requested development incentive ("gap" analysis). Parties requesting Downtown Development Incentives will be required to provide the City pro forma cash flow analyses and sources and uses of funds in sufficient detail to demonstrate that reasonably available conventional debt and equity financing sources are not available to fund the entire cost of the project and still provide the developer a reasonable market rate of return on investment. The reasonableness of the rate of return on investment will be determined by dividing net operating income by development cost and comparing that rate to the overall capitalization rate for the land use(s) proposed. Parties requesting Downtown Development Incentives shall use current market conditions and input from local appraisers and lenders in determining the capitalization rate.

H. **BACKGROUND CHECK.** The City will conduct a background check on all parties requesting Downtown Development Incentives as well as all project partners. Parties requesting Downtown Development Incentives are required to furnish the City the personal and business information needed to carry out such a background check.

I. **CITY ADMINISTRATIVE FEES.** The City shall be paid a non-refundable application fee of $8,500 with the formal submittal of a request for Downtown Development Incentives. Parties requesting Downtown Development Incentives are responsible for paying the fee charged by the third party financial analysis consultant for preparing a summary report of the applicant's financial statements. The third party financial analysis consultant will be selected by the City through a competitive request for proposals process and will be "on call" to evaluate financial statements as applications are received. The fee charged by the third party financial analysis consultant will vary based on the complexity of the project with more complex projects requiring higher fees. Parties requesting Downtown Development Incentives are responsible for paying the fee charged by the Center for Economic Development and Business Research (CEDBR) to run the Fiscal Impact Model for the project.

J. **DESIGN GUIDELINES.** All projects must be consistent with Project Downtown's General Design Guidelines and Project Development Criteria in order for it to be eligible for Downtown Development Incentives. Consistency of project design with the Project Downtown guidelines will be determined by the Downtown Design Resource Center (DDRC). Parties requesting Downtown Development Incentives must participate in the design review process established by the DDRC prior to submitting their request.

All property improvements commenced under a project supported by Downtown Development Incentives shall be subject to City regulations, standards, and policies, including, but not limited to: zoning and subdivision regulations, building codes, the City code, and any applicable design guidelines currently in place or hereafter approved. In addition, project plans and renderings shall be reviewed by the City's

Design Council and any suggestions provided by that body will be incorporated into the design of the project unless expressly overruled by the City Manager.

K. **ANNUAL REPORTING.** Developers shall provide an annual report to the City no later than 30 days following the anniversary date of the Development Agreement. The annual report shall provide an account of all sources and uses of funds to pay private costs of the project. The City reserves the right to audit the account at its discretion and expense. The annual report also shall detail the developer's progress towards completing all responsibilities and milestones of project completion identified in the Development Agreement.

L. **WAIVER OF POLICY.** Should the City Council determine the terms of this policy inappropriate to evaluate a particular request for Downtown Development Incentives, it may, by majority vote, waive or modify the binding effect of this policy in regard to that project.

SECTION 2. The City Council directs the staff of the City of Wichita to use the established criteria in developing recommendations for future City Council action regarding incentives for downtown development projects.

ADOPTED by the governing body of the City of Wichita, Kansas, this 10th day of June, 2014.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk
(SEAL)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

2. Downtown Development Incentives Evaluation Form

DOWNTOWN DEVELOPMENT INCENTIVES EVALUATION FORM

Date: August 12, 2014

Project: Union Station

Evaluation Team: Allen Bell, Monty Briley, Jeff Fluhr, Jerry Gray, Jason Gregory, Scott Knebel, Don Sherman

Ex-Officio Members: Troy Bruun, Mark Elder, Brian McLeod

MINIMUM SUBMITTAL CRITERIA FOR DEVELOPER:			
Development entity or key partners provide at least 10% equity	Yes	No	Yes
Development entity and/or key partners provide a proportional guarantee for public revenue shortfall	Yes	No	Yes
Development entity and key partners pass City vetting process	Yes	No	Yes
Submittal of Letter of Interest from primary lender or equity investor	Yes	No	Yes
MINIMUM SUBMITTAL CRITERIA FOR PROJECT:			
Consistent with Project Downtown's general and district design guidelines	Yes	No	Yes
Economic analysis confirms that project is infeasible "but for" public investment	Yes	No	Yes
Public investment is in a public asset as defined in Project Downtown Plan	Yes	No	Yes
Minimum proportional private to public capital investment ratio of 2 to 1	Yes	No	Yes
Minimum public debt service coverage ratio of 1.2 to 1	Yes	No	Yes

If "No" is circled for any of the above criterion, the project is not eligible for further evaluation.

PUBLIC BENEFIT/COMPATIBILITY WITH OVERALL DOWNTOWN PLAN				(40 points possible)			**Total Score:**	**32**
							Percentage:	**80%**
PROJECT LOCATION/DESIGN			***Poor***	***Fair***	***Moderate***	***Significant***	***Exceptional***	
LOCATION (extent project location fits Project Downtown priorities)			1	2	3	4	5	5
Project Downtown identifies priority locations such as Catalyst Sites and Walkable Development Focus Areas. Projects will be evaluated on the extent to which they utilize these priority locations in a manner that fosters additional development on properties surrounding the project site. Projects also will be evaluated on the ability to connect existing downtown districts and nodes and on impacts to the transportation system, such as providing a strategic walking connection to the river or accommodating a key transit stop.								
			Poor	***Fair***	***Moderate***	***Significant***	***Exceptional***	
DESIGN (extent project design fits priorities of Project Downtown)			1	2	3	4	5	4
The design of projects will be evaluated on the extent to which they exceed the minimum thresholds. Project Downtown encourages extraordinary design that contributes to Wichita's identity as a community of distinction. Additionally, the Project Development Criteria identifies encouraged design features for each downtown district as "optional criteria." Projects will be evaluated on the extent to which they contribute to community identity and include encouraged design features.								
			Poor	***Fair***	***Moderate***	***Significant***	***Exceptional***	
LAND USE/PROJECT TYPE fits priorities of Project Downtown			1	2	3	4	5	5
The Project Development Criteria identifies encouraged land uses for each downtown district as "optional criteria." Projects will be evaluated on the extent to which they include these encouraged land uses. Projects also will be evaluated on the extent to which they provide a new attraction, destination business, or major employer to the community.								
				Fair	***Moderate***	***Significant***	***Exceptional***	
OTHER LOCATION/DESIGN BENEFITS documented by developer				0	1	2	3	2
RETURN ON PUBLIC INVESTMENT					***< 1.3:1***	***1.3-1.5:1***	***>1.5:1***	
Extent City's ROI exceeds benefit/cost ratio of 1.3:1 on CEDBR Model					0	1	2	0
PUBLIC PURPOSE			***Poor***	***Fair***	***Moderate***	***Significant***	***Exceptional***	
Extent public asset serves developments beyond the project			1	2	3	4	5	4
Extent that project helps accomplish Project Downtown vision & strategies			1	2	3	4	5	5
Extent that project enhances the community's economic base			1	2	3	4	5	3
Extent that project promotes **environmental** sustainability			0	0	1	2	2	2
Other public benefits as documented by Developer			0	0	1	2	3	2

PROPOSED PROJECT CHARACTERISTICS (35 points possible)							**Total Score:**	**25**
							Percentage:	**71%**
BUSINESS PLAN ASSESSMENT			***Poor***	***Fair***	***Moderate***	***Significant***	***Exceptional***	
MARKET ANALYSIS			0	1	2	3	4	3
a)Extent Project Downtown market analysis confirms project feasibility, or								
b)Alternative, confirmation of project feasibility by 3rd party analysis								
PRO FORMA ANALYSIS						**No**	**Yes**	
a) Rate of private investment return falls within contemporary market standards						0	1	1
						Moderate	***Significant***	
b) Projected rents/prices consistent with performance of comparables						1	2	2
c) Projected rate of absorption consistent with performance of comps						1	2	2
						Fairly	**Likely**	
d) Long-term solvency of the project						0	1	1
DEVELOPER EQUITY THIS PROJECT		***<12%***	***12-14%***	***15-19%***	***20-24%***	***25-29%***	***30%+***	
Extent equity exceeds minimum threshold (min 10%)		0	2	4	6	8	10	6
				Other	***Guaranty***	***Bond/LOC***	***Escrow***	
Firmness of equity commitment				0	2	4	5	4
SHARE OF PUBLIC FUNDING			***>2:1***	**>3:1**	**>4:1**	**>5:1**	**>6:1**	
Extent *private* to *public* investment ratio exceeds 2:1			1	2	3	4	5	1
LENDER COMMITMENT								
FINANCIAL STABILITY OF LENDER					***Average***	***Above Avg.***	***Superior***	
a) Bank or Other Company -3rd Party Rating	**Score only one-bank/company or individual**				1	2	3	3
or alternatively	******DO NOT SCORE BOTH******					***<750***	***750+***	
b) Individual -Personal Credit Score (FICO)						0	1	
FIRMNESS OF LENDER COMMITMENT					***No***	***w/conditions***	***w/o cond.***	
Commitment letter					0	1	2	2

CURRENT EXPERIENCE AND CREDITWORTHINESS OF DEVELOPER			(25 points possible)				**Total Score:**	**20**
							Percentage:	**80%**
			Poor	***Fair***	***Moderate***	***Significant***	***Exceptional***	
FINANCIAL STATEMENTS			2	4	6	8	10	8
Based on the summary report from the 3rd party consultant, evaluate the financial strength of the developer and the key partners.								
DEVELOPER EXPERIENCE & QUALIFICATIONS					***Other***	***Good***	***Excellent***	
Developer Credit History					0	1	2	2
					None	***One***	***2 or more***	
Letters of Good Standing from Lenders in previous projects					0	1	2	2
					Other	***Good***	***Excellent***	
Certificate of Good Standing & Tax Clearance Certificate from State						0	1	1
					Other	***0 last 10 yrs***	***Never***	
Extent of defaults by development entity or key partners					0	1	2	2
				None	***One***	***Two***	***3 or more***	
Experience with similar public-private projects, completed by same development team				0	1	2	3	2
						No	***Yes***	
References, esp from other municipal partners						0	1	0
				Fair	***Moderate***	***Significant***	***Exceptional***	
Other Experience documented by the Developer				1	2	3	4	3

3. Developer Equity

Union Station
Equity Component

Equity:		
Land / Buildings	$	1,500,000
Cash		960,000
Monetized Tax Credits		3,766,156
Total Project Equity	$	6,226,156
Hard Costs (excluding TIF project costs)	$	31,123,616
Project Equity %		20.0%

Note: Letter of Credit to be provided.

4. Design Review Evaluation Form

DESIGN REVIEW EVALUATION FORM

Date: June 6, 2014

Project Name: Union Station

Evaluation Team: Allen Bell, Jeff Fluhr, Jason Gregory, Paul Gunzelman, Larry Hoetmer, Scott Knebel, David McGuire, Jess McNeely, Kathy Morgan, John Philbrick, Tom Stolz

GENERAL DESIGN GUIDELINES

BUILDING PLACEMENT ON SITE

Not Consistent _____ Partially Consistent _____ Mostly Consistent _____ Consistent __X__

Comments:

- The massing of the new buildings is good
- Placement of buildings in proximity to existing buildings reinforces the pedestrian scale
- Like increased density of site
- Garage location sets stage for additional development
- Strategic location
- Creates pedestrian corridor
- New buildings integrate well with existing buildings
- New buildings maintain the street wall line along Mead Street
- New building placement creates new circulation corridors in the appropriate locations
- Generally looks good
- Like the density and scale for pedestrian experience
- Seems a bit static, but could be effective
- Need to keep in mind safety, the Old Town area has had a number of attempts to drive through the various breezeways and pedestrian corridors attempting to evade law enforcement
- Additional 150,000 square feet of buildings with pedestrian corridor behind new buildings
- The open space in front of the buildings along Douglas needs to be used as pedestrian plazas and not parking or vehicular circulation areas

BUILDING MASSING AND HEIGHT

Not Consistent _____ Partially Consistent _____ Mostly Consistent _____ Consistent __X__

Comments:

- Felt the scale of the new buildings was consistent with the others on the site
- Massing as shown allows for pedestrian connectivity
- Complements scale of historic Union Station
- Reinforces “human scale” of area
- The new buildings integrate well the historic canopies
- New buildings are well designed leaving the historic buildings the predominate structures on the site
- New buildings are consistent with the height of existing buildings on the site
- Garage matches the height of the highest point on the main terminal building and frames the site with the tallest buildings at either end of the site
- New platform building matches the height of the historic canopies
- Elevation along Mead Street is a good scale, but might benefit from more hierarchy in new office/retail opportunity on center bay for more definition
- Matching design elements of new buildings with terminal building and garage
- Need to screen utilities, HVAC equipment, service areas, loading areas, and trash dumpsters

BUILDING GROUND FLOOR TRANSPARENCY AND RETAIL ACCOMODATION

Not Consistent _____ Partially Consistent _____ Mostly Consistent _____ Consistent __X__

Comments:

- Ground floor uses and glass is consistent with promoting walkability
- Like first floor transparency of existing and new buildings
- Over 50% first floor glazing along pedestrian corridors
- The brick paver area between express buildings and new buildings present fire code and safety concerns
- Good use of transom/storefront glazing system
- Heavy use of ground floor glazing, particular on new buildings
- 50% glazing on ground floor
- Signage, awnings, and window displays should reinforce the district character and be primarily pedestrian oriented

BUILDING ARTICULATION OF SCALE AND PROPORTION

Not Consistent _____ Partially Consistent _____ Mostly Consistent __X__ Consistent _____

Comments:

- Would like to see a bit more architectural character to the new buildings, they seem a bit simplistic compared to the existing buildings
- Encourage lots of detail and unique character with the new buildings
- Would like to see concepts for awnings for new buildings
- New buildings lacking details and articulation and should have additional detail and articulation that complement the historic buildings on the site

- Articulation of the cornice on the new buildings should include complementary detail to the main terminal building similar to that on the parking garage, particularly to reinforce building entrances or the center of the building
- Good that it respects the original architectural style and detail
- Garage offsets terminal height at each end

BUILDING MATERIALS

Not Consistent _____ Partially Consistent _____ Mostly Consistent __X__ Consistent _____

Comments:

- Encourage use of nicer materials – brick/stone details, less EFIS or stucco
- Pre-cast walls, metal cornice
- Project on a good trajectory on materials
- Like that windows will not be tinted or reflective
- Masonry and precast on new buildings lack details and articulation
- Union Station is already up to current building and fire codes, new construction will fall under 2012 IBC and 2010 ADA standards
- Masonry and concrete should complement existing depot buildings
- Like the plan to use lighting to highlight the building facades
- Respects existing context of Old Town
- Looks good, nicely done, simple and not overly done
- Pre-cast concrete with veneer

OFF-STREET PARKING RATIOS

Not Consistent _____ Partially Consistent _____ Mostly Consistent __X__ Consistent _____

Comments:

- Too much parking?
- Think that parking is adequately placed
- Building more parking for planned development – may be needed for future, unspecified developments
- Project providing more than adequate parking for development
- More parking than needed
- Parking garage proximal to retail/office uses
- Shared parking for entire site and off-hours parking for adjacent uses
- 2.6 spaces per 1,000 square feet is less than recommended maximum of 3.5 spaces per 1,000 square feet
- Transitional parking ratios over time as transit improves and density increases is a good idea
- Shared parking with all tenants and off-hours parking for arena
- CBD zoning requires no parking – parking not needed

OFF-STREET PARKING PLACEMENT AND DESIGN

Not Consistent _____ Partially Consistent _____ Mostly Consistent _____ Consistent __X__

Comments:

- Like that parking is being located strategically versus throughout project site – helps reinforce walkability
- Parking located behind everything but may conflict with future platform activities
- No new parking on Douglas
- Most surface parking is on platform level
- Need to make sure parking garage is easy to access, well signed, and well lit at night
- Pedestrian access points to the garage and the stair/elevator towers need high visibility from the exterior of the garage

STREETSCAPING

Not Consistent _____ Partially Consistent _____ Mostly Consistent __X__ Consistent _____

Comments:

- Didn't show a lot of detail – presume they will in order to provide scale and character
- Could use more green space and planters
- Would like to see sidewalk extension on Douglas in front of the entire site and include significant level of streetscaping
- Lack of detail provided
- Recommend extensive use of planters, street trees, bike racks, benches, trash receptacles, decorative bollards, pedestrian lighting, etc. throughout the project as outlined in the Project Downtown General Design Guidelines
- Recommend sidewalk extension across the entire Douglas frontage to match the curb line in front of the Grand Hotel to include full package of streetscape amenities
- Recommend development of pedestrian plaza in front of the Union Station Terminal with high-end streetscape amenities, including a "grand stair" from the plaza to the track level
- Can't really detect much landscape at this point
- Site lines are important
- Trees and shrubs get blamed for a lot of security issues – use up lighting under trees for security
- Large scale of project did not allow showing this detail – seems low at this point
- Recommend use of roof terrace landscaping

PEDESTRIAN CONNECTIVITY

Not Consistent _____ Partially Consistent _____ Mostly Consistent __X__ Consistent _____

Comments:

- Don't like drive-thru lanes but have been tastefully done
- Site promotes pedestrian movement

- Like areas dedicated to pedestrian between new buildings and existing structures
- Like the vision on programming
- Lighting will be important – particularly like discussion regarding architectural lighting
- Need to minimize drive-thru lane conflicts with pedestrian routes
- Coordinate with Douglas railroad underpass connectivity
- Recommend adding sidewalks along both sides of Mead
- Need to improve pedestrian connectivity between the lower and upper portions of the site
- Additional thought is needed regarding pedestrian connectivity across Douglas to Old Town, particularly as it is impacted by the proposed drive-thru lanes
- All vehicular ingress-egress is at the north and south ends of the site, additional thought is needed how pedestrian pathways will be treated at crossing these points, which likely will be congested during AM and PM peak travel times, with particular attention to restricted sight lines and conflicting turning movements
- Need improved connectivity to Eaton area west of rail corridor
- Additional thought is needed regarding how east-west circulation will be added to the district between Douglas and Waterman

PROJECT DEVELOPMENT CRITERIA

District: Douglas/Historic

THRESHOLD CRITERIA

Not Consistent _____ Partially Consistent _____ Mostly Consistent _____ Consistent __X__

Comments:

- Believe the project begins to set the stage for new district development – this initial project will be critical in setting architectural vernacular of area
- Drive-thru lanes, particularly located along the Douglas frontage, seem inconsistent with the historic character of the district
- Like the mixed-use development program to have a 16-hour, 7-day per week uses on site

OPTIONAL CRITERIA

Not Consistent _____ Partially Consistent _____ Mostly Consistent __X__ Consistent _____

Comments:

- Would like to see more sustainable practices incorporated with this project
- Residential not discussed except as possible future phase
- The programming reinforces the urban quality
- Supports event parking in structure
- Use of site for arena parking will encourage people to illegally cross the railroad tracks
- Experience has been that parking garage use for event parking is limited

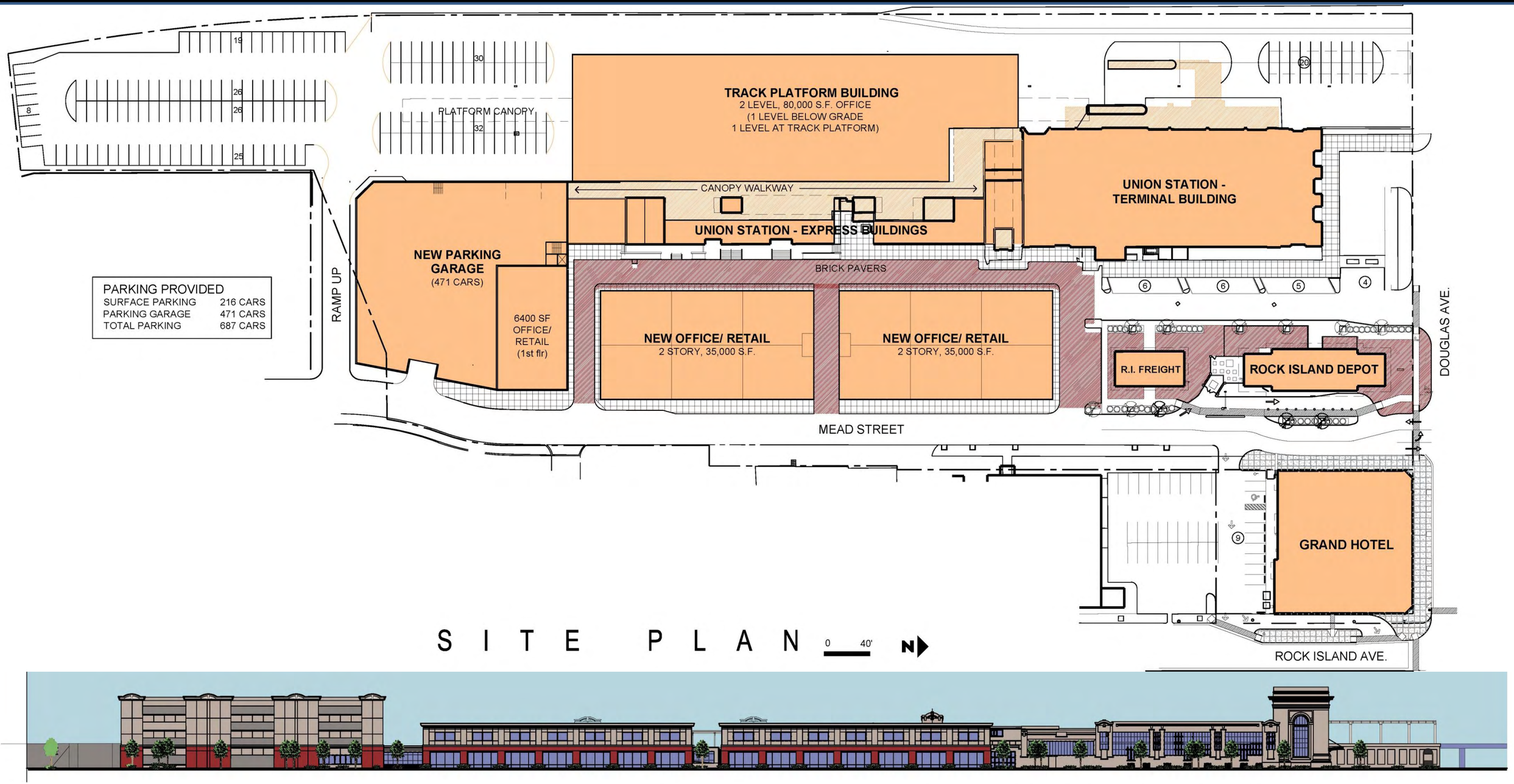
5. Project Design

Union Station

Presented by Occidental Management

GENERAL DESIGN GUIDELINES

EXHIBIT A – UNION STATION SITE PLAN



SPANGENBERG PHILLIPS TICE
ARCHITECTURE
T 316.267.1200 / F 316.267.1509 / www.sptarchitecture.com

SITE IMPROVEMENTS
WICHITA UNION STATION

This drawing is conceptual in nature subject to change. The developer reserves the right to modify all aspects of the plans.

Occidental MANAGEMENT
Where Ideas Take Flight
REAL ESTATE DEVELOPMENT

A
05 JUNE 14

EXHIBIT B - UNION STATION, TERMINAL BUILDING

NORTH ELEVATION 0 16'

EAST ELEVATION (NORTH PORTION) 0 16'

EAST ELEVATION (OVERALL) 0 32'

SPANGENBERG PHILLIPS TICE
ARCHITECTURE
T 316.267.4202 / F 316.267.1509 / www.sptarchitecture.com

RENOVATION AND PARKING GARAGE FOR
Wichita Union Station

This drawing is conceptual in nature subject to change. The developer reserves the right to modify all aspects of the plans.

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Where Ideas Take Flight
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B
05 JUNE 14

EXHIBIT C - UNION STATION, EXPRESS BUILDING

EAST ELEVATION - UNION STATION EXPRESS BUILDING

3/32"=1'-0"
0 16'

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RENOVATION AND PARKING GARAGE FOR
Wichita Union Station

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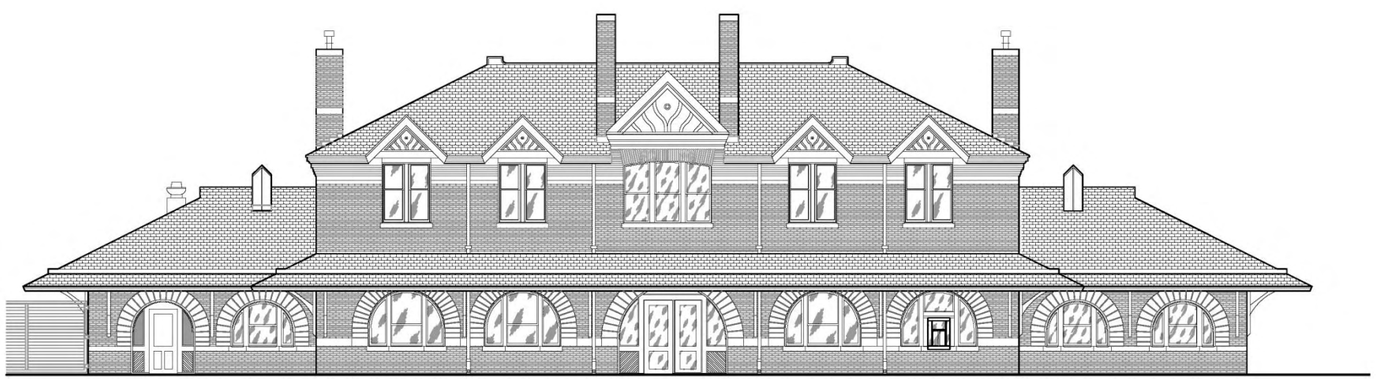
C
25 JUNE 14

EXHIBIT D - ROCK ISLAND DEPOT

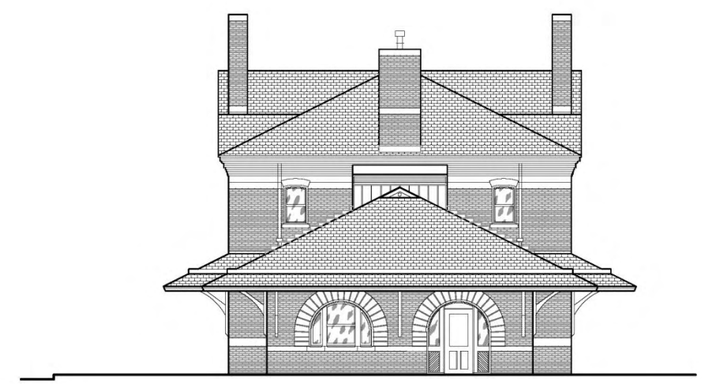
1/8"=1'-0"
0

WEST ELEVATION



1/8"=1'-0"
0 16'

EAST ELEVATION



1/8"=1'-0"
0 16'

NORTH ELEVATION

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RENOVATION OF
THE ROCK ISLAND DEPOT

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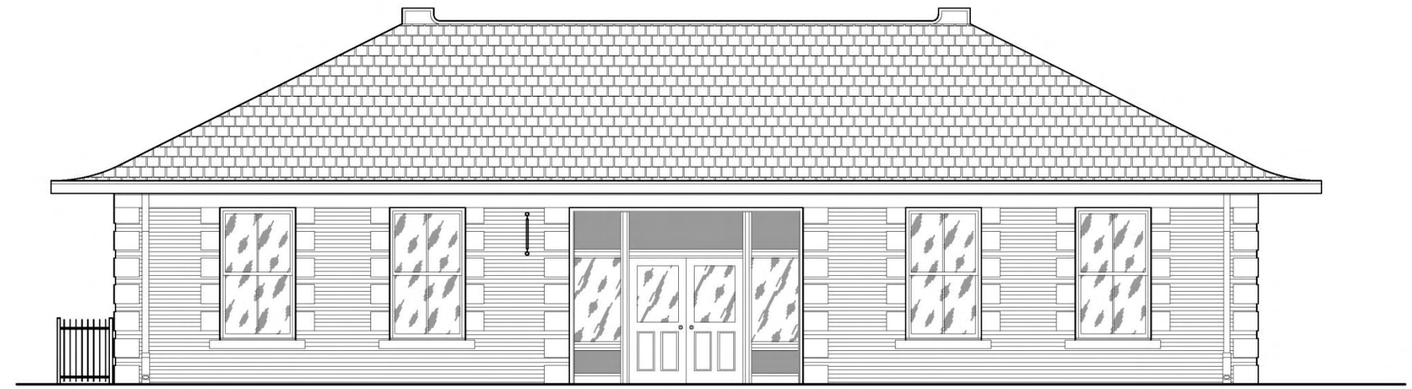
D

05 JUNE 14

EXHIBIT E - ROCK ISLAND FREIGHT

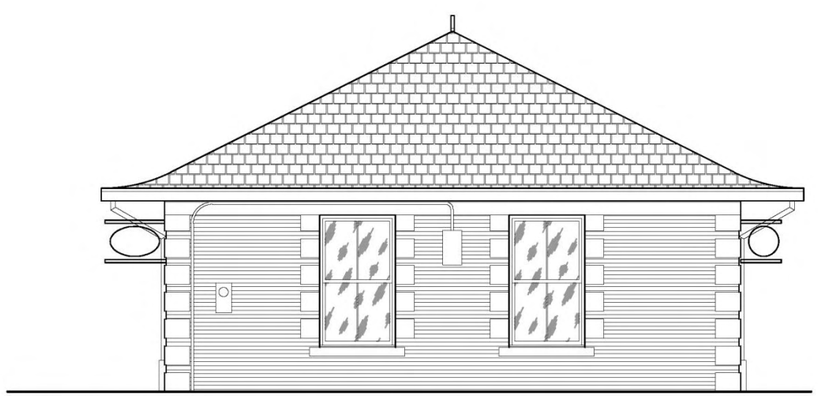
1/4"=1'-0"
0 8'

SOUTH ELEVATION



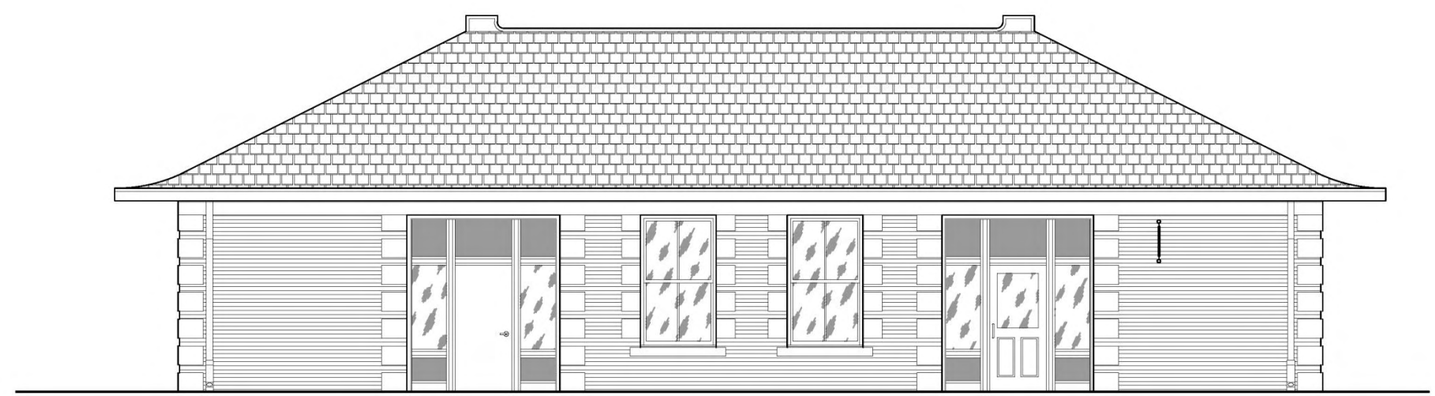
1/4"=1'-0"
0 8'

EAST ELEVATION



1/4"=1'-0"
0 8'

NORTH ELEVATION



1/4"=1'-0"
0 8'

WEST ELEVATION

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RENOVATION OF
THE ROCK ISLAND FREIGHT STATION

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E

05 JUNE 14

EXHIBIT F - GRAND HOTEL

3/32"=1'-0"
0 16'

S O U T H E L E V

3/32"=1'-0"
0 16'

E A S T E L E V

3/32"=1'-0"
0 16'

N O R T H E L E V

3/32"=1'-0"
0 16'

W E S T E L E V

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RENOVATION OF
G R A N D H O T E L

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F
05 JUN 14

EXHIBIT G - NEW OFFICE / RETAIL BUILDINGS

OFFICE/RETAIL BUILDING - N/S ELEVATIONS

0 8'

OFFICE /RETAIL BUILDING - E/W ELEVATIONS

0 8'

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UNION STATION DEVELOPMENT

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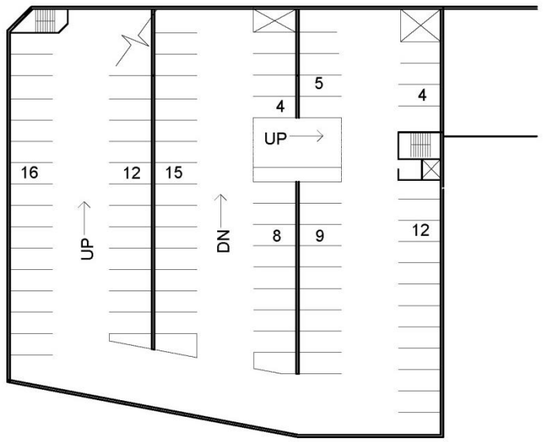
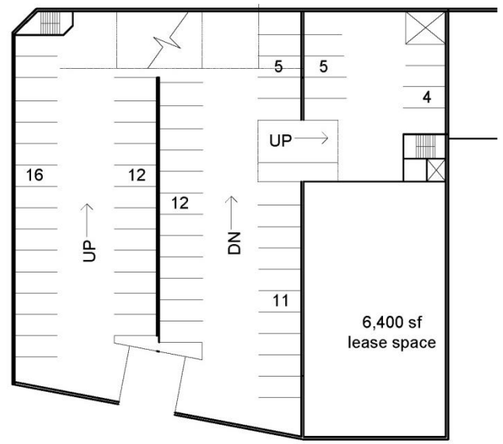
G

05 JUNE 14

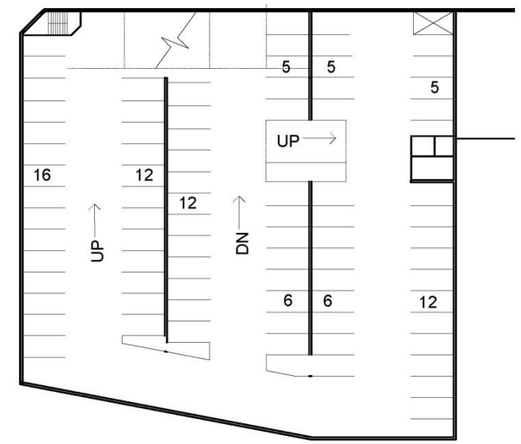
EXHIBIT H – NEW PARKING GARAGE WITH RETAIL



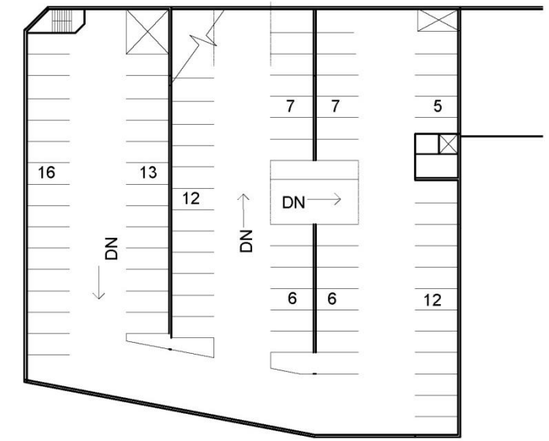
BASEMENT LEVEL - 85 CARS



ENTRY LEVEL 63 CARS



LEVELS 2,3 OR 4 - 71 CARS



LEVEL 5 - 71 CARS

PARKING GARAGE STUDY

1/32"=1'-0"
0 32'
N

LEVEL 5	84 CARS
LEVEL 4	79 CARS
LEVEL 3	79 CARS
LEVEL 2	79 CARS
LEVEL 1	65 CARS
BASEMENT	85 CARS
TOTAL	471 CARS
EXIST. LOST	- 47 CARS
NET GAIN	434 CARS

PARKING GARAGE - EAST ELEVATION

0 16'

ENLARGED - EAST ELEVATION(ALONG MEAD STREET)

0 16'

SPT
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UNION STATION DEVELOPMENT

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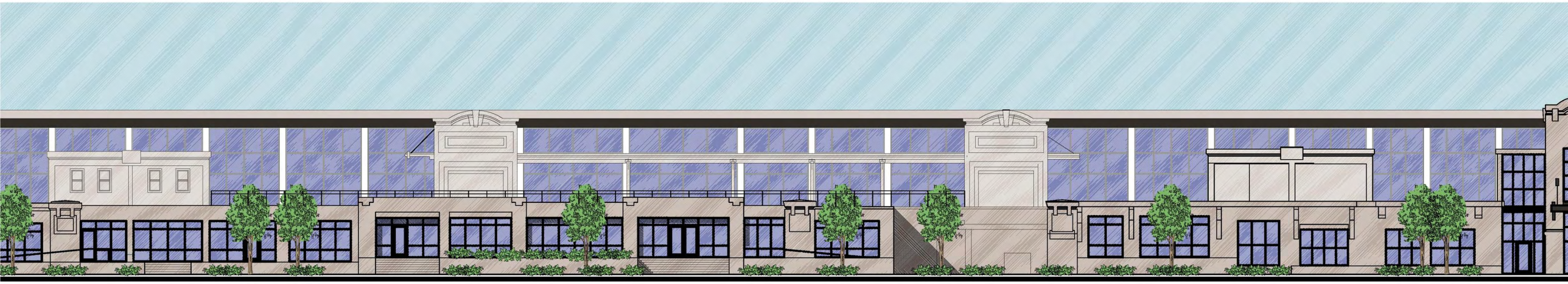
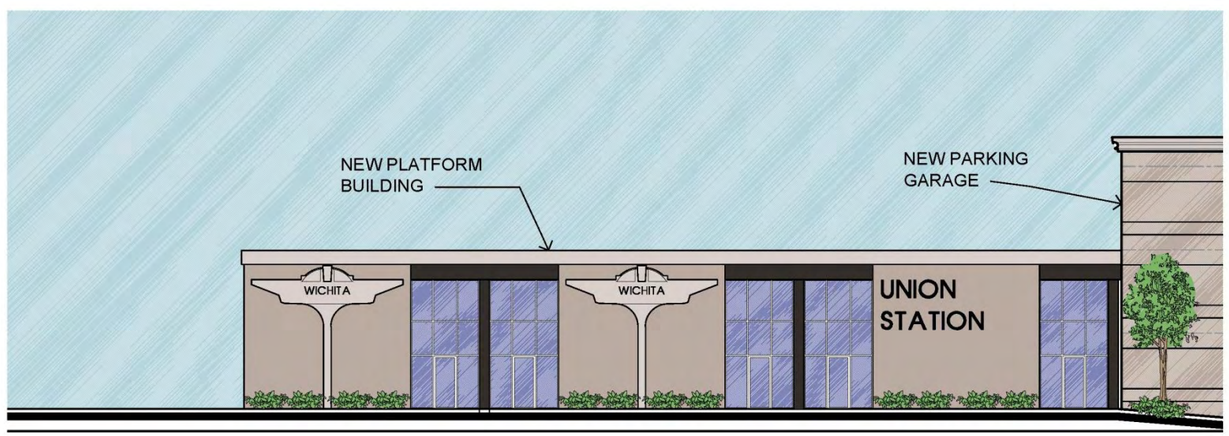
H
05 JUNE 14

EXHIBIT I – NEW TRACK PLATFORM BUILDING



EAST ELEVATION - TRACK PLATFORM BUILDING
(ABOVE UNION STATION EXPRESS BUILDING) 0 10'



SOUTH ELEVATION (PARKING GARAGE) 0 10'

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RENOVATION AND PARKING GARAGE FOR
Wichita Union Station

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I

6. Gap Analysis

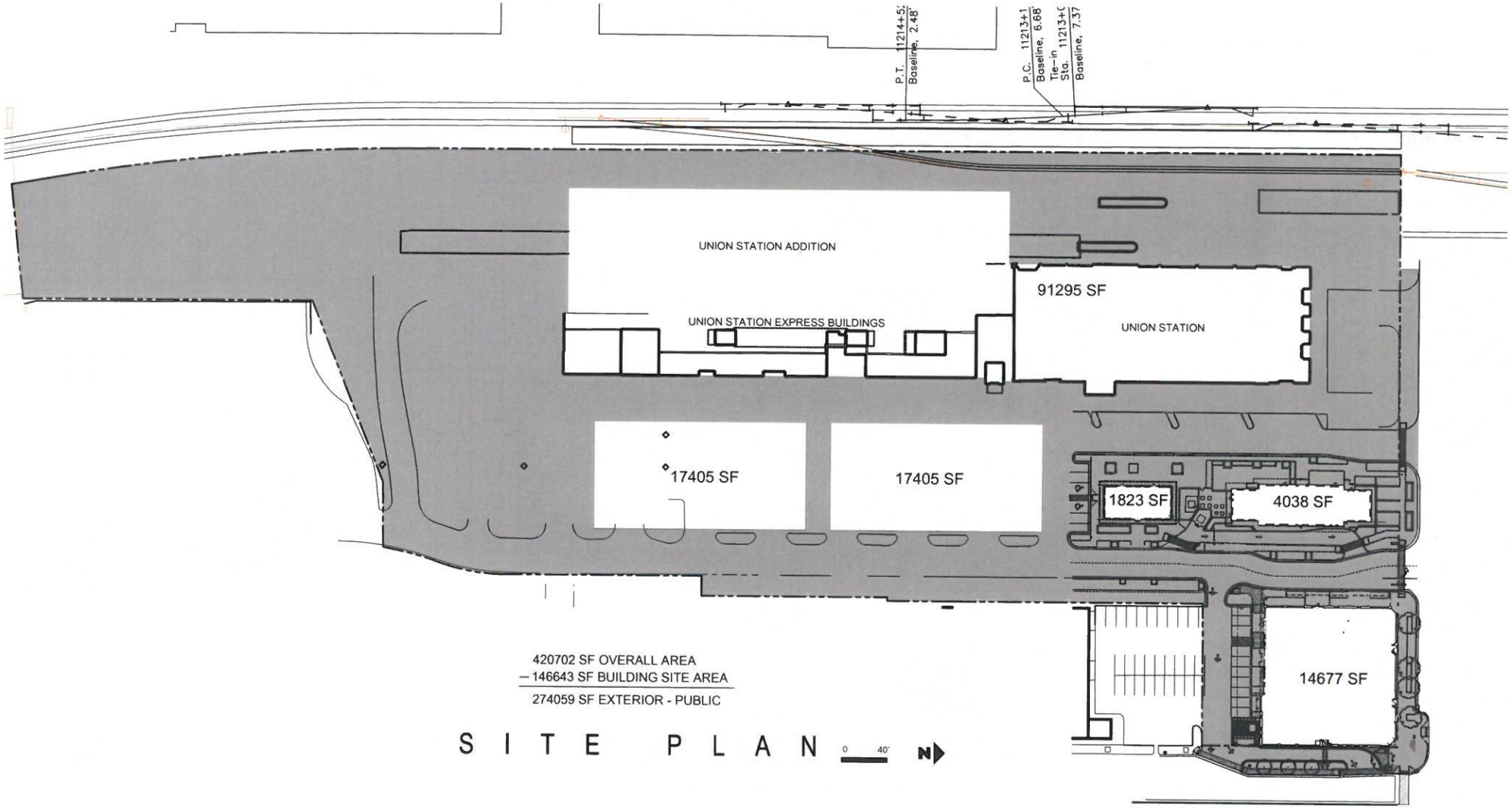
Union Station Gap Analysis

Est. dates			SQ FT	Base rent	Step Up	Step Up	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
		Terminal Bldg	**57,068**				**12,540**	**779,482**	**916,424**	**939,191**	**944,458**	**967,225**	**986,570**	**986,570**	**1,006,301**	**1,006,301**
Month 13	5 yr lease	Tenant 1 (Gross Lease)	35,000	$ 18.00	$ 18.50	$ 19.00	-	630,000	630,000	647,500	647,500	665,000	678,300	678,300	691,866	691,866
Month 19	5 yr lease	Terminal Bldg	21,068	$ 13.00	$ 13.50	$ 14.00	-	136,942	273,884	279,151	284,418	289,685	295,479	295,479	301,388	301,388
Month 1	Existing	Level 3	1,000	$ 12.54	$ 12.54	$ 12.54	12,540	12,540	12,540	12,540	12,540	12,540	12,791	12,791	13,047	13,047
		US Baggage Bldg - Old Frt Depot	**15,420**				**0**	**49,400**	**200,460**	**202,360**	**208,170**	**210,070**	**214,271**	**214,271**	**218,557**	**218,557**
Month 19	5 yr lease	US Baggage Bldg - Old Frt Depot	3,800	$ 13.00	$ 13.50	$ 13.75	0	24,700	49,400	50,350	51,300	52,250	53,295	53,295	54,361	54,361
Month 19	5 yr lease	US Baggage Bldg - Old Frt Depot	3,800	$ 13.00	$ 13.50	$ 13.75	0	24,700	49,400	50,350	51,300	52,250	53,295	53,295	54,361	54,361
Month 25	5 yr lease	US Baggage Bldg - Old Frt Depot	3,000	$ 13.00	$ 13.50	$ 14.00	0	0	39,000	39,000	40,500	40,500	41,310	41,310	42,136	42,136
Month 25	5 yr lease	US Baggage Bldg - Old Frt Depot	3,000	$ 13.00	$ 13.50	$ 14.00	0	0	39,000	39,000	40,500	40,500	41,310	41,310	42,136	42,136
Month 25	5 yr lease	US Baggage Bldg - Old Frt Depot	1,820	$ 13.00	$ 13.50	$ 14.00	0	0	23,660	23,660	24,570	24,570	25,061	25,061	25,563	25,563
		Grand & Patrick Hotel (Retail)	**14,449**				**94,669**	**189,337**	**192,949**	**196,562**	**199,799**	**203,036**	**207,097**	**207,097**	**211,239**	**211,239**
Month 7	5 yr lease	Scooters	1,500	$ 14.00	$ 14.50	$ 15.00	10,500	21,000	21,375	21,750	21,750	21,750	22,185	22,185	22,629	22,629
Month 7	5 yr lease	Grand & Patrick Hotel (Retail)	6,475	$ 13.00	$ 13.50	$ 14.00	42,088	84,175	85,794	87,413	89,031	90,650	92,463	92,463	94,312	94,312
Month 7	5 yr lease	Grand & Patrick Hotel (Retail)	6,474	$ 13.00	$ 13.50	$ 14.00	42,081	84,162	85,781	87,399	89,018	90,636	92,449	92,449	94,298	94,298
		Grand & Patrick Hotel (Office)	**14,283**				**92,840**	**185,679**	**189,250**	**192,821**	**196,391**	**199,962**	**203,961**	**203,961**	**208,040**	**208,040**
Month 7	5 yr lease	Grand & Patrick Hotel (Office)	4,761	$ 13.00	$ 13.50	$ 14.00	30,947	61,893	63,083	64,274	65,464	66,654	67,987	67,987	69,347	69,347
Month 7	5 yr lease	Grand & Patrick Hotel (Office)	4,761	$ 13.00	$ 13.50	$ 14.00	30,947	61,893	63,083	64,274	65,464	66,654	67,987	67,987	69,347	69,347
Month 7	5 yr lease	Grand & Patrick Hotel (Office)	4,761	$ 13.00	$ 13.50	$ 14.00	30,947	61,893	63,083	64,274	65,464	66,654	67,987	67,987	69,347	69,347
		Rock Island-Baggage Depot	**1,800**				**21,600**	**21,600**	**21,600**	**21,600**	**21,600**	**21,600**	**22,032**	**22,032**	**22,473**	**22,473**
Month 1	Existing	Cox - Retail	1,800	$ 12.00	$ 12.00	$ 12.00	21,600	21,600	21,600	21,600	21,600	21,600	22,032	22,032	22,473	22,473
		Rock Island-Passenger Depot	**6,721**				**32,913**	**65,826**	**65,826**	**65,826**	**65,826**	65,826	67,143	67,143	68,485	68,485
Month 7	10 yr lease	Indian Bistro	5,121	$ 8.48	-	-	21,713	43,426	43,426	43,426	43,426	43,426	44,295	44,295	45,180	45,180
Month 7	10 yr lease	Smoothie King	1,600	$ 14.00	-	-	11,200	22,400	22,400	22,400	22,400	22,400	22,848	22,848	23,305	23,305
		Other Leaseable Space	**3,000**				**0**	**0**	**0**	**0**	**0**	**39,000**	**39,780**	**39,780**	**40,576**	**40,576**
Month 61	5 yr lease	Amtrak Building	3,000.0	$ 13.00	$ 13.50	$ 14.00	0	0	0	0	0	39,000	39,780	39,780	40,576	40,576
		Additional Square Footage	**150,000**				**0**	**390,000**	**1,560,000**	**1,965,000**	**2,010,000**	**2,040,000**	**2,080,800**	**2,080,800**	**2,122,416**	**2,122,416**
Month 19	10 yr lease	Additional SF	30,000	$ 13.00	$ 13.50	$ 13.75	0	195,000	390,000	397,500	405,000	412,500	420,750	420,750	429,165	429,165
Month 19	10 yr lease	Additional SF	30,000	$ 13.00	$ 13.50	$ 13.75	0	195,000	390,000	397,500	405,000	412,500	420,750	420,750	429,165	429,165
Month 25	10 yr lease	Additional SF	30,000	$ 13.00	$ 13.50	$ 13.50	0	0	390,000	390,000	405,000	405,000	413,100	413,100	421,362	421,362
Month 31	10 yr lease	Additional SF	30,000	$ 13.00	$ 13.50	$ 14.00	0	0	195,000	390,000	397,500	405,000	413,100	413,100	421,362	421,362
Month 31	10 yr lease	Additional SF	30,000	$ 13.00	$ 13.50	$ 14.00	0	0	195,000	390,000	397,500	405,000	413,100	413,100	421,362	421,362
			262,741				**254,561**	**1,681,324**	**3,146,509**	**3,583,359**	**3,646,244**	**3,746,719**	**3,821,653**	**3,821,653**	**3,898,087**	**3,898,087**
						Rate per square foot	$ 0.97	$ 6.40	$ 11.98	$ 13.64	$ 13.88	$ 14.26	$ 14.55	$ 14.55	$ 14.84	$ 14.84

Union Station

Est. dates	SQ FT	Base rent	Step Up	Step Up	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
		Parking Garage	12,000		-	**156,000**	**156,000**	**162,000**	**162,000**	**168,000**	**171,360**	**171,360**	**174,787**	**174,787**
Month 13	20 yr lease	New Office Building	12,000	13 13.5 14	-	$ 156,000	$ 156,000	$ 162,000	$ 162,000	$ 168,000	171,360	171,360	174,787	174,787
	12,000				$ -	$ 156,000	$ 156,000	$ 162,000	$ 162,000	$ 168,000	$ 171,360	$ 171,360	$ 174,787	$ 174,787
	274,741				**254,561**	**1,837,324**	**3,302,509**	**3,745,359**	**3,808,244**	**3,914,719**	**3,993,013**	**3,993,013**	**4,072,874**	**4,072,874**
Addl Rent from Additional Tenant Improvements			2.3		$ 44,116.14	$ 291,378.15	$ 545,298.79	$ 621,006.11	$ 631,904.30	$ 649,316.85	$ 662,303.19	$ 662,303.19	$ 675,549.25	$ 675,549.25
					$ 298,677	**$ 2,128,702**	**$ 3,847,808**	**$ 4,366,365**	**$ 4,440,149**	**$ 4,564,036**	**$ 4,655,317**	**$ 4,655,317**	**$ 4,748,423**	**$ 4,748,423**
Less: Vacancy and Collection			5%		$ (14,933.86)	$ (106,435.11)	$ (192,390.39)	$ (218,318.26)	$ (222,007.43)	$ (228,201.80)	$ (232,765.83)	$ (232,765.83)	$ (237,421.15)	$ (237,421.15)
Net Operating Income					**283,743**	**2,022,267**	**3,655,417**	**4,148,047**	**4,218,141**	**4,335,834**	**4,422,551**	**4,422,551**	**4,511,002**	**4,511,002**
Loan Payment				**$ (6,226,000)**	0	-1,839,377	-2,759,066	-3,678,754	-3,678,754	-3,678,754	-3,678,754	-3,678,754	-3,678,754	-3,678,754
		Return on Equity	**-0.1%**	**$ (6,226,000)**	**$ 283,743**	**$ 182,890**	**$ 896,352**	**$ 469,293**	**$ 539,387**	**$ 657,080**	**$ 743,797**	**$ 743,797**	**$ 832,248**	**$ 832,248**
		TIF			$ -	$ -	$ 261,710	$ 443,002	$ 706,341	$ 933,631	$ 1,104,099	$ 1,104,099	$ 1,126,924	$ 1,150,206
		TIF Return on Equity	**12.0%**	**$ (6,226,000)**	**$ 283,743**	**$ 182,890**	**$ 1,158,062**	**$ 912,295**	**$ 1,245,728**	**$ 1,590,711**	**$ 1,847,896**	**$ 1,847,896**	**$ 1,959,172**	**$ 1,982,454**

7. Public Access Easement



SPT

SPANGENBERG PHILLIPS TICE
ARCHITECTURE
T 316.267.4002 / F 316.267.1509 / www.sptarchitecture.com

SITE IMPROVEMENTS
WICHITA UNION STATION

This drawing is conceptual in nature subject to change. The developer reserves the right to modify all aspects of the plans.

Occidental MANAGEMENT
Where Ideas Take Flight
REAL ESTATE DEVELOPMENT

A
07 AUG 14

Address	Sale Price	Acres	S/F Land	S/F Building	% Building	Cost of Building	% Land	Cost of Land	Cost of Land S/F
266 N Main	2,100,000.00	6.00	261,000.00	56,662.00	22%	455,901.15	78.3%	1,644,098.85	$ 6.30
1004 N Waco Ave	70,000.00	0.23	10,005.00	2,700.00	27%	18,890.55	73.0%	51,109.45	$ 5.11
820 N Main	202,000.00	0.24	10,440.00	5,441.00	52%	105,276.05	47.9%	96,723.95	$ 9.26
219 N St. Francis	380,000.00	0.48	20,880.00	13,962.00	67%	254,097.70	33.1%	125,902.30	$ 6.03
608 N Broadway Ave	158,000.00	0.32	13,920.00	3,095.00	22%	35,130.03	77.8%	122,869.97	$ 8.83
908 N Main	129,900.00	0.28	12,180.00	5,497.00	45%	58,625.64	54.9%	71,274.36	$ 5.85
532 S Market	451,000.00	1.00	43,500.00	23,493.00	54%	243,571.10	46.0%	207,428.90	$ 4.77
402 E 2nd St	1,260,000.00	1.61	70,035.00	38,307.00	55%	689,181.41	45.3%	570,818.59	$ 8.15
215 S Washington	297,000.00	1.12	48,720.00	4,242.00	9%	25,859.48	91.3%	271,140.52	$ 5.57
1125 E Douglas	272,500.00	0.28	12,180.00	8,237.00	68%	184,284.28	32.4%	88,215.72	$ 7.24
Average	532,040.00	1.16	50,286.00	16,163.60	42%	207,081.74		324,958.26	**$ 6.71**
			s/f Public at Union Station						
Union Station			274,059					6.71	$ 1,839,146.82

8. Catalyst Site 9

SITE

C9

City Parking Lots at Douglas/Mead and Douglas/Mosley

These two city-owned sites are separated by one block and an intervening building but have similar orientation to Douglas.

How the site advances the master plan

Modest in size but significant in visibility, these sites serve as key gateways from Douglas into Old Town. New development on either or both sites could play a very important role in pushing Old Town's mixed-use vitality to Douglas and across Douglas to Old Town South. The Douglas/Mead parking lot could play the additional role of facilitating more intensive re-use of the prominent former Player Piano building next to the Great Plains Transportation Museum. These parking lots have played a vital role in Old Town's revival by providing inexpensive, convenient parking, but Old Town has matured to a point where it would benefit more from the improved walkable frontage along Douglas that new development can offer, and it could financially support relocation of the surface parking to new public parking structures nearby.

Context

Adjacent parcels in Old Town contain a variety of primarily commercial uses, including office, restaurants and bars. The Douglas/Mead lot adjoins the Great Plains Transportation Museum, which connects to equipment displays on the railroad track level above. Douglas itself makes a transition from five to six lanes in front of the parking lots and needs improvements to invite safe and walkable connections across to Union Station and the rest of Old Town South. In response to these conditions, this plan recommends adding a signaled crosswalk at Mead and bulb-outs, street trees, and on-street parking in place of the fifth and sixth travel lanes at the railroad underpass. The historic Union Station and Rock Island Depot face the Douglas/Mead lot across Douglas, and the Wichita Eagle building faces the Douglas/Mosley lot across Douglas.

Target program and development approach:

The Vision scenario anticipates ground-level retail/restaurant space and upper-floor housing and/or office space on the two sites. It also anticipates relocation of the current public parking to one or more new public parking structures nearby (see strategic parking locations P11 and P12). A combination of these parking structures, additional on-street parking along Douglas, and private on-site parking could support the parking needs of new development. Potential scenarios include:

- **At the Douglas/Mead lot, approximately 40-45 dwelling units (or 35,000 square feet of office or hotel) above approximately 9,000 square feet of retail/restaurant space.** Some off-street parking could be accommodated behind the retail space. This program

does not include potential for associated adaptive reuse of upper floors of the former Player Piano building.

- **At the Douglas/Mosley lot, approximately 35-40 dwelling units (or 30,000 square feet of office or hotel) above approximately 8,000 square feet of retail/restaurant space.**

Timing

Because these sites lie within one of Downtown's liveliest, most walkable areas, and because they benefit from good access and visibility, redevelopment criteria and solicitation for qualified developers should be prepared and advertised promptly, in coordination with plans to relocate the existing parking to new public parking facilities. Redevelopment possibilities should be discussed on an ongoing basis with owners of adjacent parcels to monitor the potential for coordinated redevelopment. Ultimately, the sites should be redeveloped when market interest emerges. In the near term, they will continue to be useful as public parking.

Quality standards for development and design

New mixed-use development on both sites should meet high standards of urban and architectural design, given the location on Downtown's premier walking street in one of its most successful retail areas. Building form and composition should help frame Douglas Avenue as a public space and should complement Union Station and other historic buildings while incorporating a distinct, contemporary architectural expression. Building form and composition should also be consistent with the *Architectural Design Guidelines for the Old Town District* already in force in the area. Significant existing and potential pedestrian traffic along Douglas, Mead, Rock Island, and Mosley demands special attention be paid to design and ground-level programs that enhances walkability.

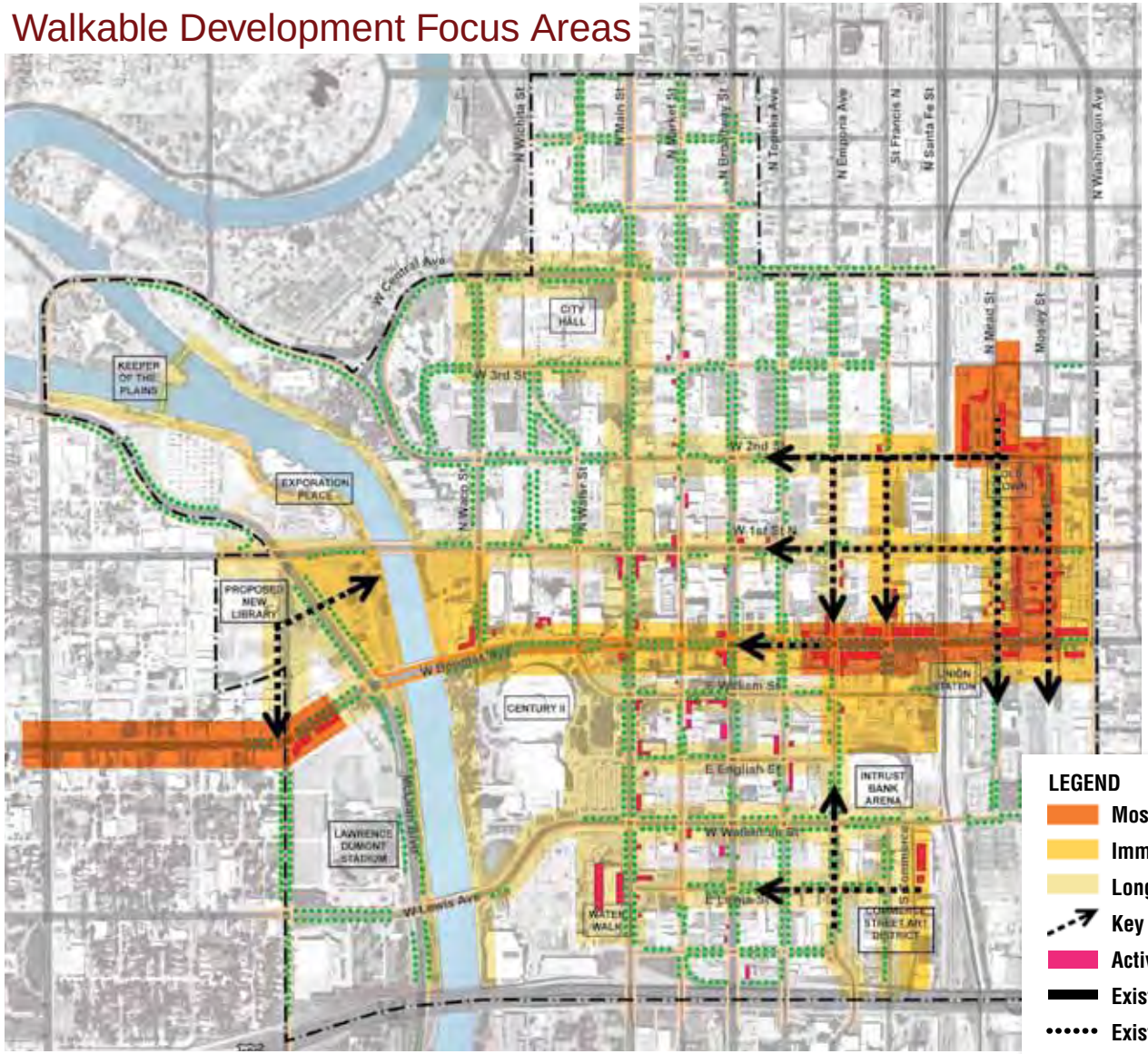
Improvements in the sidewalk and other outdoor spaces around the site should employ high-quality materials and include significant opportunity for outdoor seating, public art, trees, pedestrian-scale lighting, and other elements that invite walking.

Development finance strategies

- Encourage market-based office, residential, retail and/or hotel development that can financially support its development costs and potentially a portion of parking infrastructure costs. Maximize the city's return on its land contribution.
- Fund the shared public parking structure and park space with bond funds repaid by the added value of nearby new and rehabilitated buildings that gain value from the new infrastructure.
- Wichita-based, low-interest, revolving housing development loan fund.
- Seek historic tax credits for adaptive reuse of the Great Plains Transportation Museum or other eligible buildings nearby.
- Pursue New Market tax credits and/or a community improvement district (CID) for hotel, office and/or retail components.
- Leverage existing and planned infrastructure, including existing street and utility network, Douglas streetscape improvements, the INTRUST Bank Arena, and existing/expanded Q-Line service.

9. Walkable Development Focus Areas

Walkable Development Focus Areas



Maximizing downtown's demonstrated potential to attract development and provide amenities depends on maximizing walkability. The priority walking corridors identified in the diagram at left are those in which new private investment in development and public investment in transit, parks, and other infrastructure can best work together to maximize their benefit to regional economic growth and quality of life. While development should be welcomed throughout downtown, public incentives applied to attract private development, as well as public investment in public facilities, should be directed to the Walkable Development Focus Areas. These are indicated as street corridors in the diagram but apply to property that has significant street frontage in a focus-area corridor. Generally, encouraging development in the yellow "immediate priority" corridors should receive the highest priority. Secondary priority should be given to encouraging development in the orange "most walkable today" and light yellow "longer-term priority" corridors. For retail and any other uses that perform best in locations with nearly continuous walkability, the arrows indicate where these can build in linear fashion upon existing (or planned) concentrations.

10. Old Town South District Framework

Old Town South

Past and present come together around some of Downtown's grandest historic buildings—and sites with the most capacity for future development

District Overview

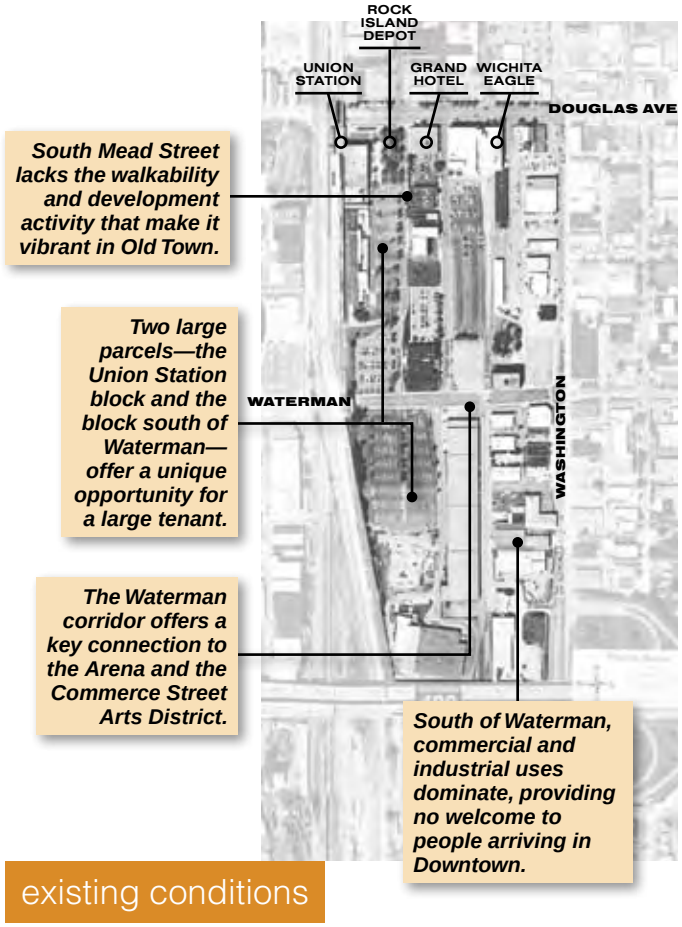
Distinct conditions mark different parts of Old Town South. Its Douglas Avenue edge clearly defines the south edge of Old Town. Here, Union Station, one of Downtown's most significant historic landmarks, helped jump-start Old Town's revival with its renovation into offices for Cox Communications in the 1980s. Now largely vacant as Cox seeks to sell it, the property holds strong prospects for attracting new commercial uses and pushing Old Town's vibrancy south of Douglas. The historic Rock Island Depot, freight depot, and Grand Hotel adjacent to Union Station also offer important opportunities for re-occupancy with commercial tenants that can restore activity along Douglas.

Further south, Old Town South becomes much less visible and accessible, with a limited street grid relieved only by Waterman, whose connection west is important but compromised by a low railroad overpass. Commercial and industrial uses dominate, providing no welcome to Downtown at the important gateway along Washington from the Kellogg Avenue highway. Compared to other areas of Downtown, these areas have few qualities that could draw walkable development today. Yet they do represent an important long-term development opportunity as redevelopment elsewhere in Downtown builds market interest and claims other available sites. The Union Station parcel, in fact, offers a unique opportunity for any large tenant that wants to locate Downtown in the existing station structure and/or in new buildings—at 9 acres, the parcel is one of Downtown's largest, and it includes significant unbuilt land south of the station building. The Waterman corridor has convenient walking access from the Commerce Street Arts District and thus could offer an important opportunity for additional low-cost arts and commercial space supporting growth of that district. Old Town South also has several historic buildings along Mead and Waterman streets with untapped potential for adaptive reuse that could combine historic tax credits and their own historic character to create development value.

The Opportunity in The District

Today: *South Mead lacks the walkability and development activity that makes it vibrant in Old Town north of Douglas.*

Opportunity: *A mix of uses in renovated historic buildings and new buildings of compatible character could make Old Town South a seamless extension of Old Town.*



existing conditions

Key Themes

- **Revive Union Station, adjacent sites, and Douglas Avenue with office, hotel and/or other uses.** Union Station remains one of Downtown's most attractive settings for Class B office space. Its high visibility, accessibility and proximity to Old Town and the INTRUST Bank Arena also gives it—as well as the Rock Island Depot, freight depots and the Grand Hotel, collectively—good potential for hotel, retail, restaurant and entertainment uses, individually or combined. The broad brick drive in front of Union Station could serve as a public plaza enlivened by restaurants, outdoor dining and/or other active uses in the Union Station and Rock Island Depot buildings. Housing is also a possibility on upper floors of the Grand Hotel or in new buildings. Renovation of the Wichita Eagle's ground-floor frontage on Douglas Avenue would go a long way toward extending walkability east along Douglas from the Grand Hotel toward Washington Avenue and the Douglas Design District.

- **Add shared parking to support development on area blocks and the Douglas edge.** Old Town South offers important possible locations for new public structured parking that could enable more intensive redevelopment on vacant portions of the Union Station site and/or other nearby parcels, including the public parking lots along the north edge of Douglas. Parking lots south of Union Station and the Wichita Eagle have both sufficient size and accessibility to accommodate parking structures.

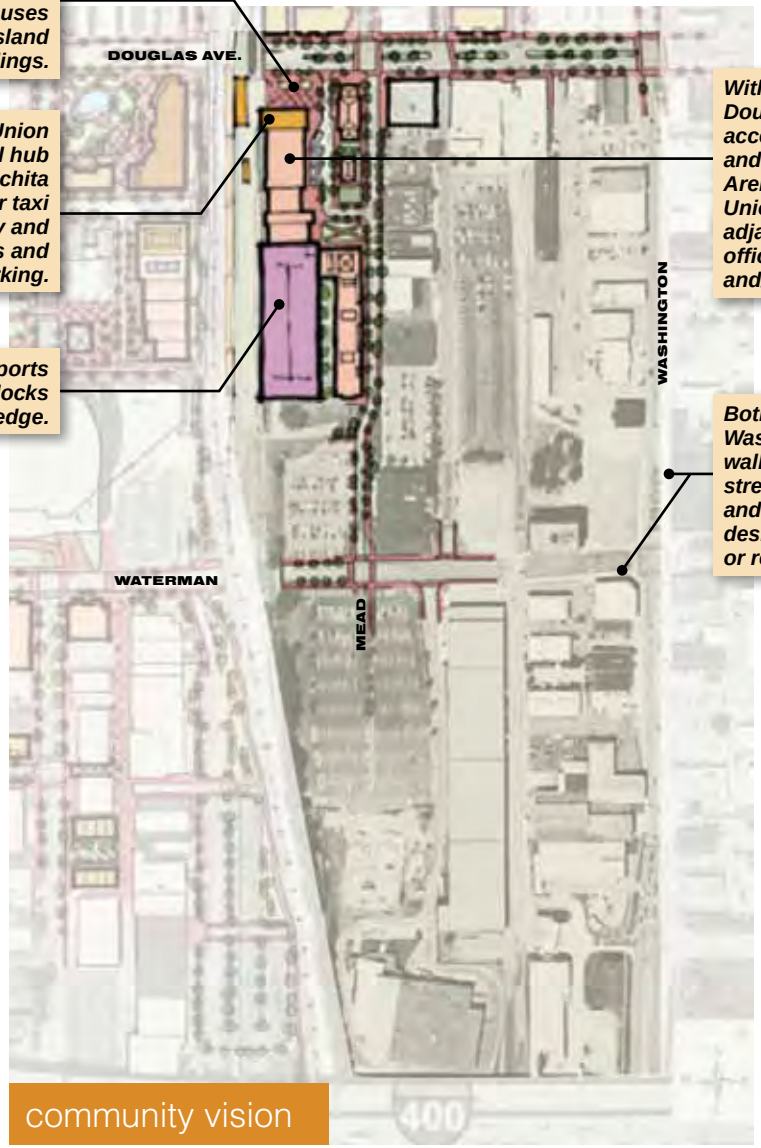
- **Create an intermodal transportation hub at Union Station.** Union Station has the potential to become a rail station once again if efforts by the State of Kansas and Northern Flyer Alliance confirm its feasibility. Any re-use of the building should allow for the possibility of reserving a prominent portion of the building facing Douglas Avenue to accommodate rail station facilities. With or without rail service, Union Station should also be considered a potential intermodal hub for Downtown circulator, Wichita Transit, regional bus and/or taxi services due to its accessibility and potential space for bus bays and public parking.

- **Prepare for longer-term redevelopment potential along Waterman Street and Washington Avenue.** Make both thoroughfares more walkable with more street trees, better crosswalks, and pedestrian-oriented design guidelines that apply to any new or renovated buildings. Adjacency to the Commerce Street Arts District and Douglas Avenue make both these corridors opportune places to extend Downtown's walkable street network.

The broad brick drive in front of Union Station serves as a public plaza enlivened by restaurants, outdoor dining and other active uses in the Union Station and Rock Island Depot buildings.

With or without rail service, Union Station serves as an intermodal hub for the Downtown circulator, Wichita Transit, and regional bus and/or taxi services due to its accessibility and space to accommodate bus bays and public parking.

Shared parking supports development on nearby blocks and the Douglas edge.



With high visibility on Douglas Avenue, good accessibility to Old Town and the INTRUST Bank Arena, a redeveloped Union Station and its adjacent parcels support offices, hotels, restaurants and/or other uses.

Both Waterman and Washington are more walkable, with improved street trees, crosswalks and pedestrian-oriented design guidelines for new or renovated buildings.

community vision

11. CEDBR Model

Center for Economic Development and Business Research
Wichita State University
1845 Fairmount St.
Wichita, Kansas 67260-0121
(316) 978-3225

DATE OF ANALYSIS	5/27/2014
TIME OF ANALYSIS	12:56 PM
VERSION OF ANALYSIS	V5

PROJECT SUMMARY (no multipliers, no substitution)	
Company Name	Union Station, LLC
Number of new jobs for 20-year period	0
Amount of payroll for 20-year period	$0
Amount of capital investment for 20-year period	$48,722,899
Land	$0
Buildings	$36,595,131
Machinery and Equipment	$12,127,768

INCENTIVE SUMMARY	
City Incentives - Wichita	5,526,569
Tax abatement	5,375,674
Sales tax exemption	150,895
Forgivable loans	0
Infrastructure	0
Cash value all other incentives	0

County Incentives - Sedgwick	5,624,151
Tax abatement	5,550,014
Sales tax exemption	74,137
Forgivable loans	0
Infrastructure	0
Cash value all other incentives	0

State Incentives	5,641,176
Tax abatement	4,052,205
Sales tax exemption	1,588,970
Forgivable loans	0
Training dollars	0
Infrastructure	0
Cash value all other incentives	0

School District Incentives - 259 Wichita	594,449
Tax abatement	594,449

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VERSION OF ANALYSIS	V5

TAX ABATEMENT PARAMETERS	
Real Property	
Number of years	0
Percentage	0.0%
Personal Property	
Number of years	0
Percentage	0.0%

CONSTRUCTION IMPACTS	
Jobs Multiplier	1.8413
Earnings Multiplier	1.6879

Direct jobs	507
Direct payroll earnings	$22,885,984

Total jobs	934
Total payroll earnings	$38,629,252

SUBSTITUTION	
Firm NAICS code	531000 Real estate
Substitution percentage applied to firm operations	100.0%

FIRM MULTIPLIERS (On-going Operations)	
Jobs	1.2236
Earnings	1.7005

ECONOMIC IMPACT OF FIRM OPERATIONS	
Number of jobs 20-year period	
Direct	-
Total	-

Payroll earnings for 20-year period	
Direct	$0
Total	$0

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VERSION OF ANALYSIS	V5

FISCAL IMPACT	
City Fiscal Impacts. - Wichita	***Discounted***
Present value of net benefits	$275,502
Rate of Return on Investment	
Net public benefits 20-year period	$275,502
Public costs 20-year period	$3,600,540
ROI	7.7%
Benefit-Cost Ratio	
Public benefits 20-year period	$3,876,042
Public costs 20-year period	$3,600,540
Benefit-Cost Ratio	1.08

City Fiscal Impacts General Fund - Wichita	***Discounted***
Present value of net benefits	$84,864
Rate of Return on Investment	
Net public benefits 20-year period	$84,864
Public costs 20-year period	$2,332,801
ROI	3.6%
Benefit-Cost Ratio	
Public benefits 20-year period	$2,417,664
Public costs 20-year period	$2,332,801
Benefit-Cost Ratio	1.04
City Fiscal Impacts Debt Service - Wichita	***Discounted***
Present value of net benefits	$190,638
Rate of Return on Investment	
Net public benefits 20-year period	$190,638
Public costs 20-year period	$1,267,739
ROI	15.0%
Benefit-Cost Ratio	
Public benefits 20-year period	$1,458,377
Public costs 20-year period	$1,267,739
Benefit-Cost Ratio	1.15
County Fiscal Impacts. - Sedgwick	***Discounted***
Present value of net benefits	$217,615
Rate of Return on Investment	
Net public benefits 20-year period	$217,615
Public costs 20-year period	$3,638,193
ROI	6.0%
Benefit-Cost Ratio	
Public benefits 20-year period	$3,855,808
Public costs 20-year period	$3,638,193
Benefit-Cost Ratio	1.06

FISCAL IMPACT continued	
State Fiscal Impacts	***Discounted***
Present value of net benefits	$2,744,095
Rate of Return on Investment	
Net public benefits 20-year period	$2,744,095
Public costs 20-year period	$4,143,528
ROI	66.2%
Benefit-Cost Ratio	
Public benefits 20-year period	$6,887,624
Public costs 20-year period	$4,143,528
Benefit-Cost Ratio	1.66

School District Fiscal Impacts. - 259 Wichita	***Discounted***
Present value of net benefits	$2,364,698
Rate of Return on Investment	
Net public benefits 20-year period	$2,364,698
Public costs 20-year period	$381,984
ROI	619.1%
Benefit-Cost Ratio	
Public benefits 20-year period	$2,746,682
Public costs 20-year period	$381,984
Benefit-Cost Ratio	7.19

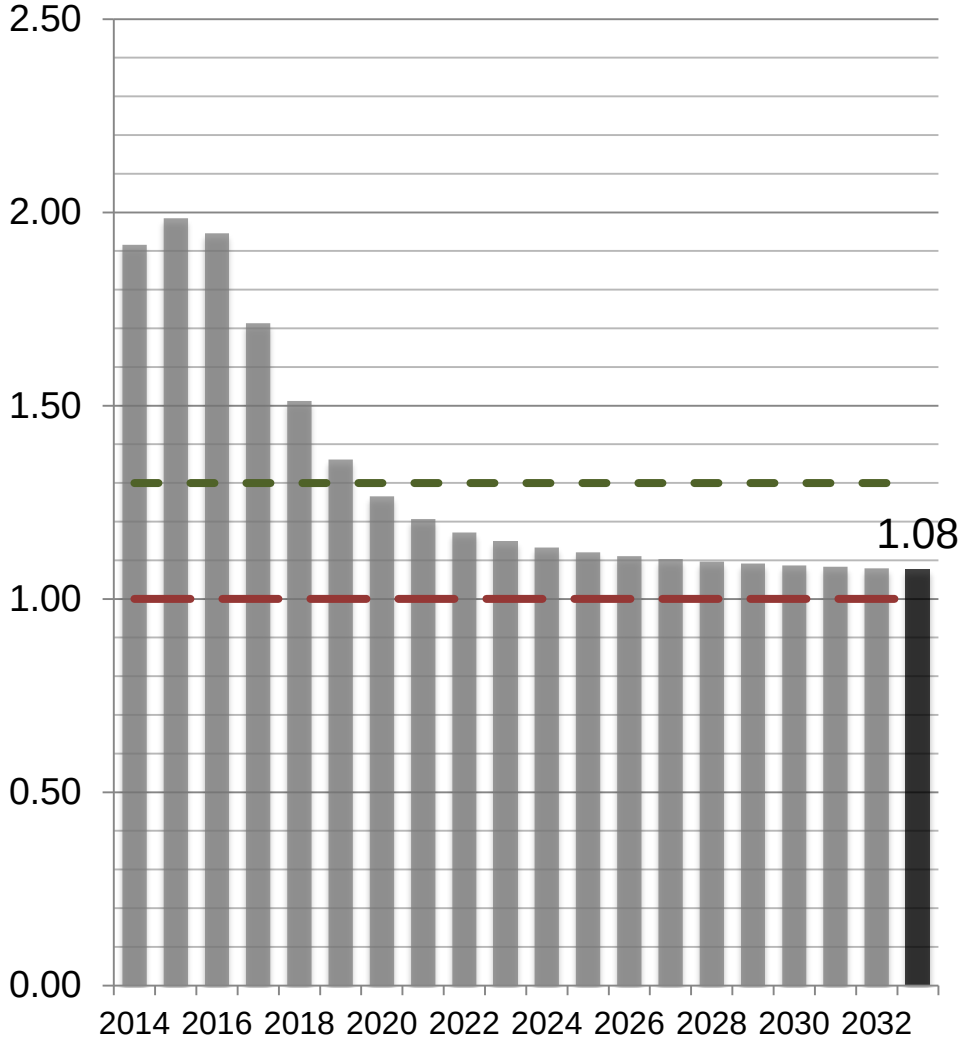
In the preparation of this report, the Center for Economic Development and Business Research assumed that all information and data provided by the applicant or others is accurate and reliable. CEDBR did not take extraordinary steps to verify or audit such information, but relied on such information and data as provided for purposes of the project.

This analysis requires CEDBR to make predictive forecasts, estimates and/or projections (hereinafter collectively referred to as "FORWARD-LOOKING STATEMENTS"). These FORWARD-LOOKING STATEMENTS are based on information and data provided by others and involve risks, uncertainties and assumptions that are difficult to predict. The FORWARD-LOOKING STATEMENTS should not be considered as guarantees or assurances that a certain level of performance will be achieved or that certain events will occur. While CEDBR believes that all FORWARD-LOOKING STATEMENTS it provides are reasonable based on the information and data available at the time of writing, actual outcomes and results are dependent on a variety of factors and may differ materially from what is expressed or forecast. CEDBR does not assume any responsibility for any and all decisions made or actions taken based upon the FORWARD-LOOKING STATEMENTS provided by CEDBR.

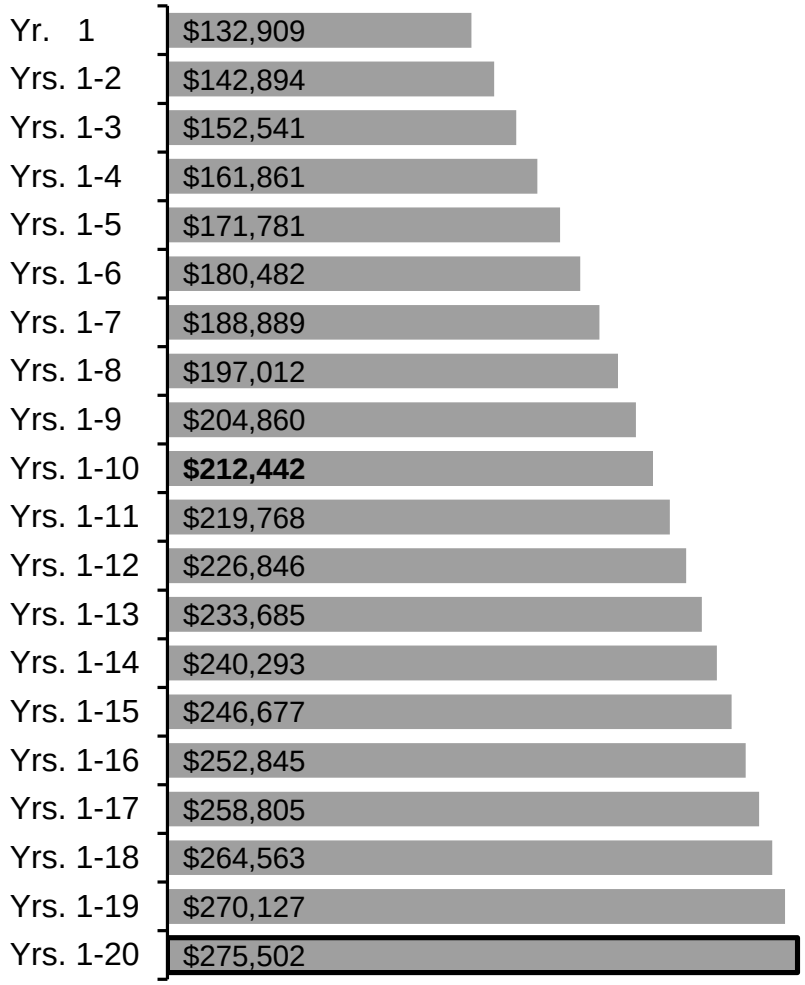
Center for Economic Development and Business Research
Wichita State University
1845 Fairmount St.
Wichita, Kansas 67260-0121
(316) 978-3225

Project or Company Name: Union Station, LLC
Date of Analysis: 5/27/2014
Version of Analysis: V5
City Fiscal Impacts. - Wichita

Benefit-Cost Ratio



Present Value of Net Benefits



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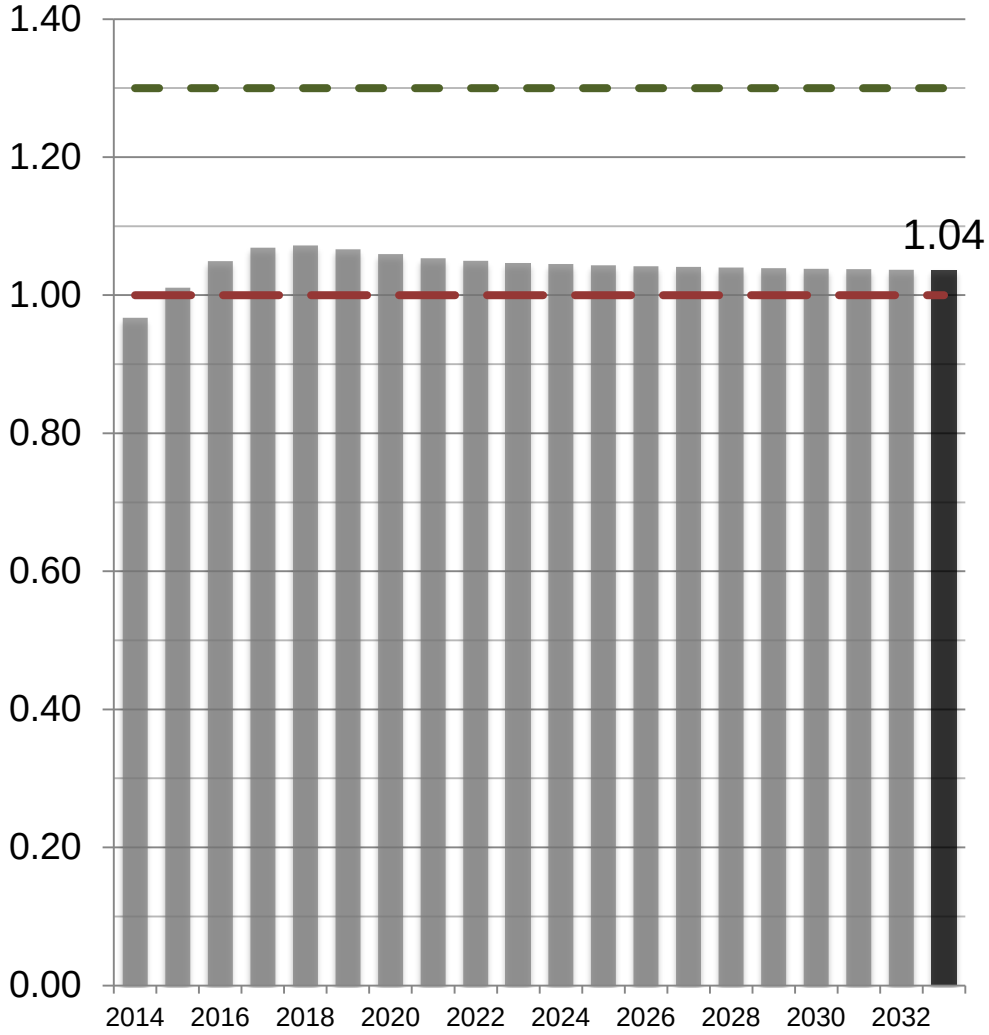
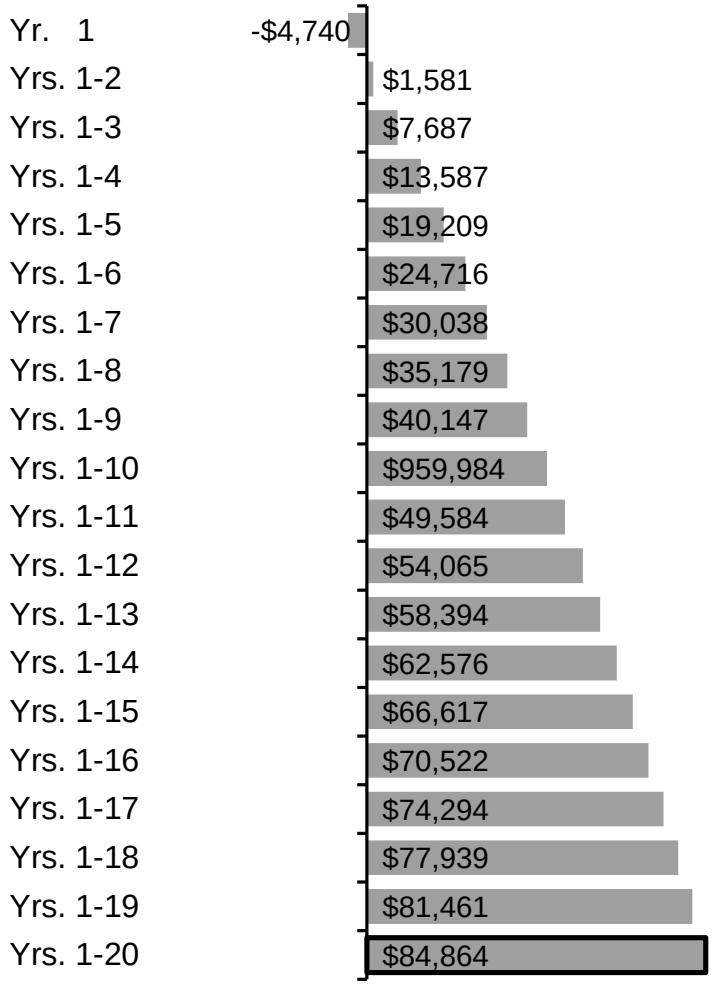
Project or Company Name: Union Station, LLC
Date of Analysis: 5/27/2014
Version of Analysis: V5
City Fiscal Impacts General Fund - Wichita

Benefit-Cost Ratio



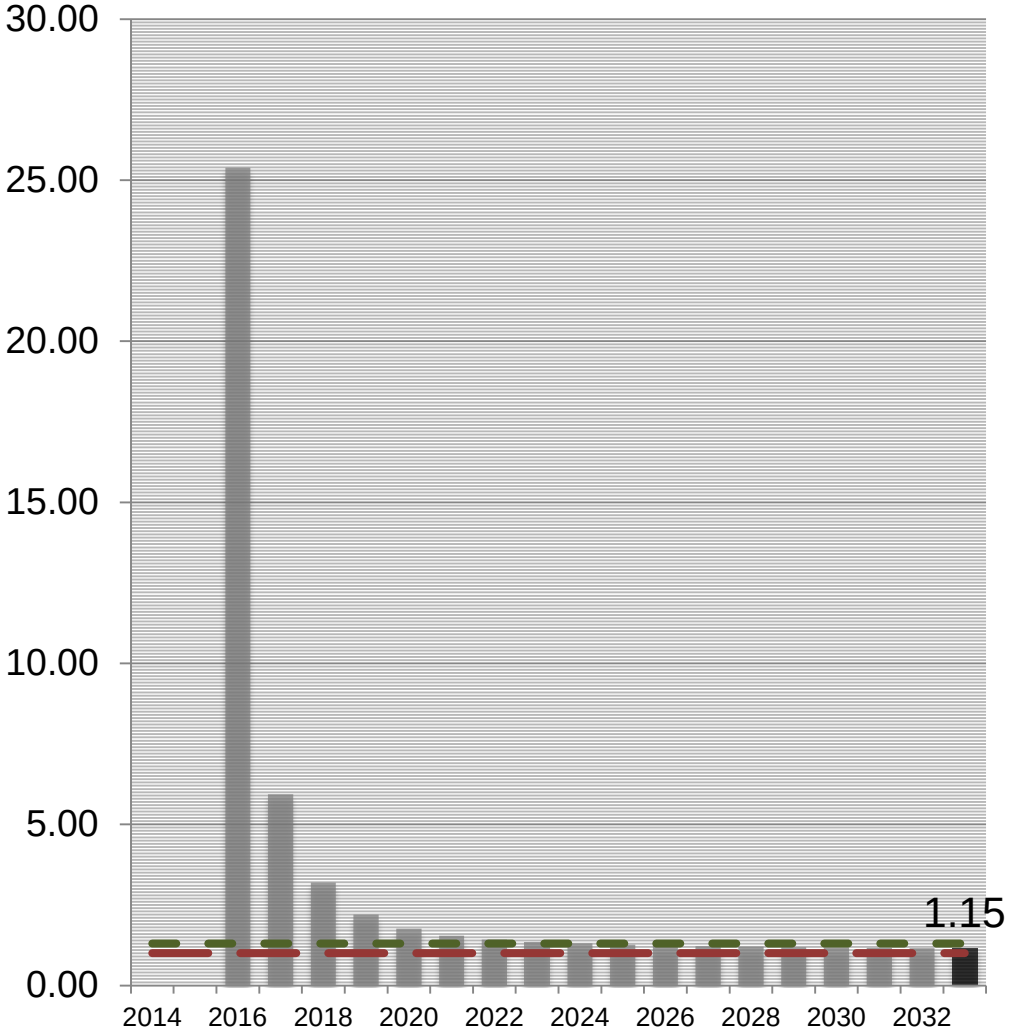
Present Value of Net Benefits



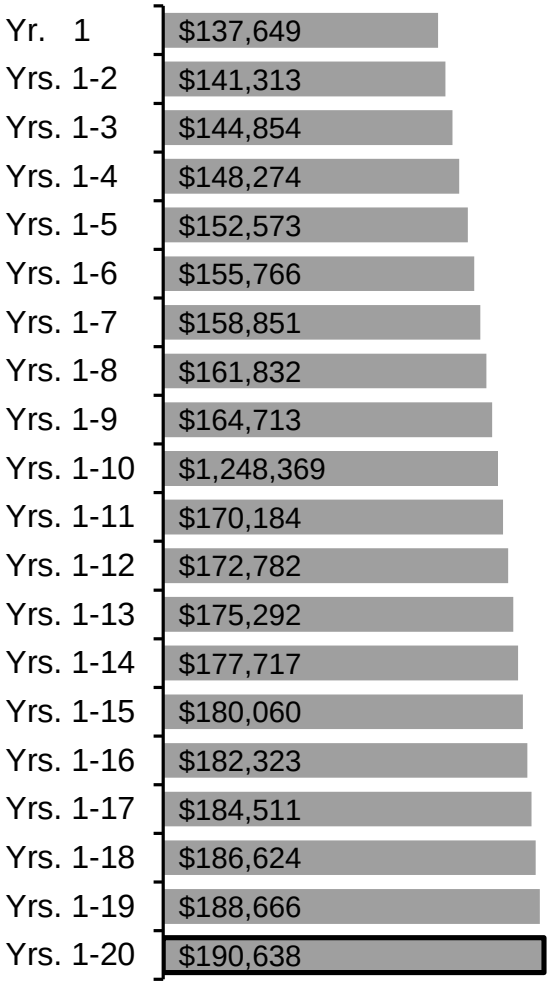
Center for Economic Development and Business Research
Wichita State University
1845 Fairmount St.
Wichita, Kansas 67260-0121
(316) 978-3225

Project or Company Name: Union Station, LLC
Date of Analysis: 5/27/2014
Version of Analysis: V5
City Fiscal Impacts Debt Service - Wichita

Benefit-Cost Ratio



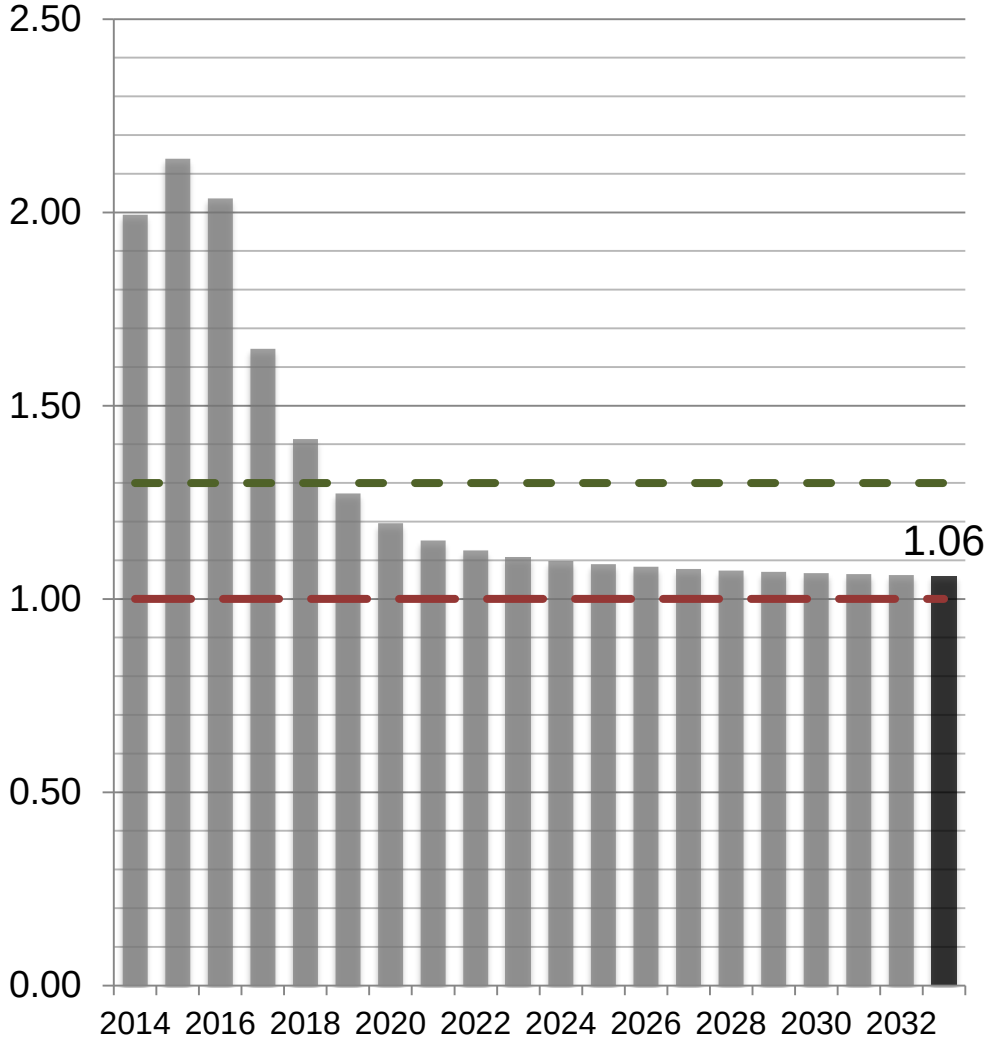
Present Value of Net Benefits



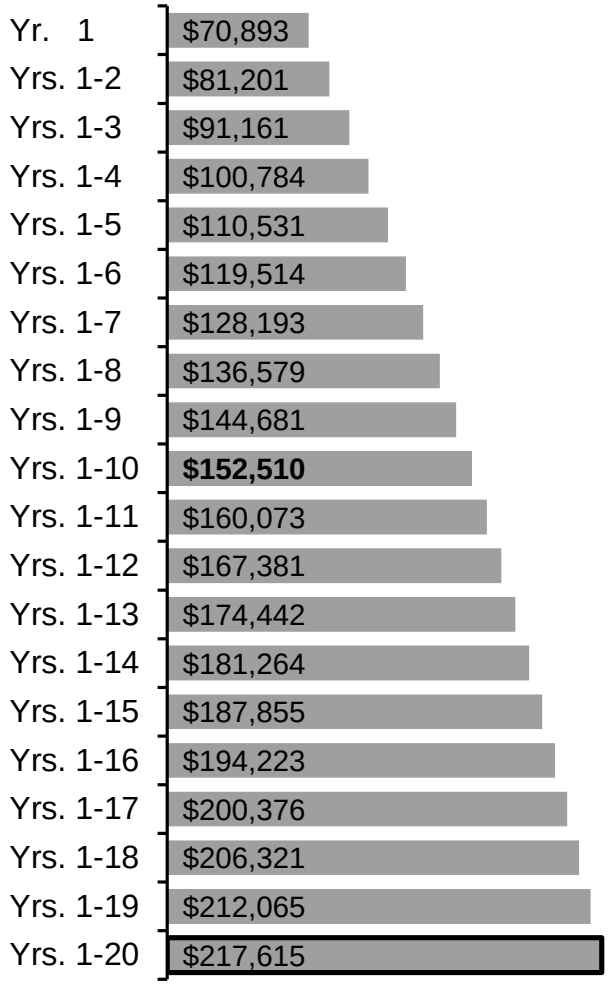
Center for Economic Development and Business Research
Wichita State University
1845 Fairmount St.
Wichita, Kansas 67260-0121
(316) 978-3225

Project or Company Name: Union Station, LLC
Date of Analysis: 5/27/2014
Version of Analysis: V5
County Fiscal Impacts. - Sedgwick

Benefit-Cost Ratio



Present Value of Net Benefits



CEDBR-FISCAL IMPACT MODEL FIRM DATA SHEET

COMPANY INFORMATION	
Company name or project name	Union Station, LLC
Contact name	Gary L. Oborny
Contact telephone number	316-262-3331
Contact e-mail address	gary@occmgmt.com
Company NAICS Code - *Please select a NAICS code from the list provided. Model parameters are set based on the NAICS selected.*	531000 Real estate
Substitution Override	
Year of application	2014

SITE LOCATION - *If incentives are being requested for more than one physical location, and these locations are in different taxing jurisdictions, then a separate firm data sheet must be filled out for each location. If the property is located in a special taxing district or industrial zone, please contact CEDBR.*	
Street Address	
City	Wichita
County	Sedgwick
School District	259 Wichita

REAL PROPERTY CONSTRUCTION AND IMPROVEMENTS - *If construction is expected to significantly exceed 12-months allocate expenditures to multiple expansions.*	
Expansion #1	
Year of expansion	2014
Market value of firm's initial NEW OR ADDITIONAL investment in:	
Land	$0
Building and improvements	$4,026,836
Furniture, fixtures and equipment (including machinery)	$1,376,576
Initial construction or expansion:	
Cost of construction at the firm's new or expanded facility	$4,644,966
Amount of taxable construction materials purchased in:	
City	$2,160,108
County (should include city amount)	$2,160,108
State (should include city and county amounts)	$2,160,108
Amount of taxable furniture, fixtures and equipment purchased in:	
City	$758,446
County (should include city amount)	$758,446
State (should include city and county amounts)	$758,446
Total construction salaries	$2,484,858
Expansion #2 (if applicable)	
Year of expansion	2015
Market value of firm's initial NEW OR ADDITIONAL investment in:	
Land	$0
Building and improvements	$32,275,901
Furniture, fixtures and equipment (including machinery)	$10,630,442
Initial construction or expansion:	
Cost of construction at the firm's new or expanded facility	$37,016,389
Amount of taxable construction materials purchased in:	
City	$16,810,285
County (should include city amount)	$16,810,285
State (should include city and county amounts)	$16,810,285
Amount of taxable furniture, fixtures and equipment purchased in:	
City	$5,889,954
County (should include city amount)	$5,889,954
State (should include city and county amounts)	$5,889,954
Total construction salaries	$20,206,104

Expansion #3 (if applicable)	
Year of expansion	2019
Market value of firm's initial NEW OR ADDITIONAL investment in:	
Land	$0
Building and improvements	$292,394
Furniture, fixtures and equipment (including machinery)	$120,750
Initial construction or expansion:	
Cost of construction at the firm's new or expanded facility	$346,619
Amount of taxable construction materials purchased in:	
City	$151,597
County (should include city amount)	$151,597
State (should include city and county amounts)	$151,597
Amount of taxable furniture, fixtures and equipment purchased in:	
City	$66,525
County (should include city amount)	$66,525
State (should include city and county amounts)	$66,525
Total construction salaries	$195,022

Expansion #4 (if applicable)	
Year of expansion	
Market value of firm's initial NEW OR ADDITIONAL investment in:	
Land	
Building and improvements	
Furniture, fixtures and equipment (including machinery)	
Initial construction or expansion:	
Cost of construction at the firm's new or expanded facility	
Amount of taxable construction materials purchased in:	
City	
County (should include city amount)	
State (should include city and county amounts)	
Amount of taxable furniture, fixtures and equipment purchased in:	
City	
County (should include city amount)	
State (should include city and county amounts)	
Total construction salaries	
Expansion #5 (if applicable)	
Year of expansion	
Market value of firm's initial NEW OR ADDITIONAL investment in:	
Land	
Building and improvements	
Furniture, fixtures and equipment (including machinery)	
Initial construction or expansion:	
Cost of construction at the firm's new or expanded facility	
Amount of taxable construction materials purchased in:	
City	
County (should include city amount)	
State (should include city and county amounts)	
Amount of taxable furniture, fixtures and equipment purchased in:	
City	
County (should include city amount)	
State (should include city and county amounts)	
Total construction salaries	

Expansion #6 (if applicable)	
Year of expansion	
Market value of firm's initial NEW OR ADDITIONAL investment in:	
Land	
Building and improvements	
Furniture, fixtures and equipment (including machinery)	
Initial construction or expansion:	
Cost of construction at the firm's new or expanded facility	
Amount of taxable construction materials purchased in:	
City	
County (should include city amount)	
State (should include city and county amounts)	
Amount of taxable furniture, fixtures and equipment purchased in:	
City	
County (should include city amount)	
State (should include city and county amounts)	
Total construction salaries	
Expansion #7 (if applicable)	
Year of expansion	
Market value of firm's initial NEW OR ADDITIONAL investment in:	
Land	
Building and improvements	
Furniture, fixtures and equipment (including machinery)	
Initial construction or expansion:	
Cost of construction at the firm's new or expanded facility	
Amount of taxable construction materials purchased in:	
City	
County (should include city amount)	
State (should include city and county amounts)	
Amount of taxable furniture, fixtures and equipment purchased in:	
City	
County (should include city amount)	
State (should include city and county amounts)	
Total construction salaries	
Expansion #8 (if applicable)	
Year of expansion	
Market value of firm's initial NEW OR ADDITIONAL investment in:	
Land	
Building and improvements	
Furniture, fixtures and equipment (including machinery)	
Initial construction or expansion:	
Cost of construction at the firm's new or expanded facility	
Amount of taxable construction materials purchased in:	
City	
County (should include city amount)	
State (should include city and county amounts)	
Amount of taxable furniture, fixtures and equipment purchased in:	
City	
County (should include city amount)	
State (should include city and county amounts)	
Total construction salaries	

Expansion #9 (if applicable)	
Year of expansion	
Market value of firm's initial NEW OR ADDITIONAL investment in:	
Land	
Building and improvements	
Furniture, fixtures and equipment (including machinery)	
Initial construction or expansion:	
Cost of construction at the firm's new or expanded facility	
Amount of taxable construction materials purchased in:	
City	
County (should include city amount)	
State (should include city and county amounts)	
Amount of taxable furniture, fixtures and equipment purchased in:	
City	
County (should include city amount)	
State (should include city and county amounts)	
Total construction salaries	
OPERATIONS	
First Year of Full Operations As a Result of This Project	2015
New or additional sales of the firm related to this project	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	
Percent of these sales subject to sales taxes in the:	
City	
County	
State	
Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed:	

New or additional purchases of the firm related to this project	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	
Percent of these purchases subject to sales/compensating use taxes in the:	
City	
County	
State	

EMPLOYMENT	
Number of NEW employees to be hired each year as a result of this project	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	

Number of these employees moving to county each year FROM OUT-OF-STATE	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	
Number of these employees moving to county each year FROM OTHER KANSAS COUNTIES	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	

Weighted average annual salary of all NEW employees, including all employees hired to date, related to this project	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	

VISITORS - *Include customers, vendors and company employees from other locations in the count of visitors*	
Number of ADDITIONAL out-of-county visitors expected at the firm as a result of this project	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	
Number of days that each visitor will stay in the area	
Number of nights that a typical visitor will stay in a local hotel or motel	
Percentage of visitors traveling on business	
Percentage of visitors traveling for leisure	
Percentage of visitor's expenditures spent in the same city as firm's location	
Percentage of visitor's expenditures spent in the same county as firm's location	
Percentage of visitor's expenditures spent in Kansas	

PAYMENT BY THE COMPANY TO TAXINING JURISTICTIONS - *Such as payments in lieu of taxes*	
Firm payments to the City	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	
Firm payments to the County	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	

Firm payments to the State of Kansas	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	
Firm payments to the School District	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	

CEDBR-FISCAL IMPACT MODEL INCENTIVE INFORMATION

CONTACT INFORMATION FOR CEDBR REGARDING INCENTIVE AMOUNTS	
Contact name	
Contact telephone number	
Contact e-mail address	

SALES TAX EXEMPTION ON CONSTRUCTION MATERIALS	
Sales tax exemption **EXPANSION #1** (please enter yes or no)	Yes
Percent of construction material costs funded by IRB for **EXPANSION #1**	100.0%
Sales tax exemption **EXPANSION #2** (please enter yes or no)	Yes
Percent of construction material costs funded by IRB for **EXPANSION #2**	100.0%
Sales tax exemption **EXPANSION #3** (please enter yes or no)	Yes
Percent of construction material costs funded by IRB for **EXPANSION #3**	100.0%
Sales tax exemption **EXPANSION #4** (please enter yes or no)	No
Percent of construction material costs funded by IRB for **EXPANSION #4**	0.0%
Sales tax exemption **EXPANSION #5** (please enter yes or no)	No
Percent of construction material costs funded by IRB for **EXPANSION #5**	0.0%
Sales tax exemption **EXPANSION #6** (please enter yes or no)	No
Percent of construction material costs funded by IRB for **EXPANSION #6**	0.0%
Sales tax exemption **EXPANSION #7** (please enter yes or no)	No
Percent of construction material costs funded by IRB for **EXPANSION #7**	0.0%
Sales tax exemption **EXPANSION #8** (please enter yes or no)	No
Percent of construction material costs funded by IRB for **EXPANSION #8**	0.0%
Sales tax exemption **EXPANSION #9** (please enter yes or no)	No
Percent of construction material costs funded by IRB for **EXPANSION #9**	0.0%

SALES TAX EXEMPTION FOR OPERATIONS	
Value of sales tax exemption for OPERATIONS -- **CITY**	
Year 1	$0
Year 2	$0
Year 3	$0
Year 4	$0
Year 5	$0
Year 6	$0
Year 7	$0
Year 8	$0
Year 9	$0
Year 10	$0
Year 11	$0
Year 12	$0
Year 13	$0
Year 14	$0
Year 15	$0
Year 16	$0
Year 17	$0
Year 18	$0
Year 19	$0
Year 20	$0

Value of sales tax exemption for OPERATIONS -- **COUNTY**	
Year 1	$0
Year 2	$0
Year 3	$0
Year 4	$0
Year 5	$0
Year 6	$0
Year 7	$0
Year 8	$0
Year 9	$0
Year 10	$0
Year 11	$0
Year 12	$0
Year 13	$0
Year 14	$0
Year 15	$0
Year 16	$0
Year 17	$0
Year 18	$0
Year 19	$0
Year 20	$0
Value of sales tax exemption for OPERATIONS -- **STATE**	
Year 1	$0
Year 2	$0
Year 3	$0
Year 4	$0
Year 5	$0
Year 6	$0
Year 7	$0
Year 8	$0
Year 9	$0
Year 10	$0
Year 11	$0
Year 12	$0
Year 13	$0
Year 14	$0
Year 15	$0
Year 16	$0
Year 17	$0
Year 18	$0
Year 19	$0
Year 20	$0

TAX INCREMENT FINANCING	
Pay as You Go Tax Increment Financing	
Base Assessment Value	$375,000
Percentage of Incremental Value Rebated to the Developer	100.0%
Number of Years in the Incremental Value Rebate Period	20
Projected Assessment Value *(If projected assesments are not provided, analysis is based on capital investment)*	
Year 1	$375,000
Year 2	$375,000
Year 3	$1,004,240
Year 4	$3,015,838
Year 5	$4,845,209
Year 6	$7,502,482
Year 7	$9,796,000
Year 8	$11,516,150
Year 9	$11,746,473
Year 10	$11,981,402
Year 11	$12,221,030
Year 12	$12,465,451
Year 13	$12,714,760
Year 14	$12,969,055
Year 15	$13,228,436
Year 16	$13,493,005
Year 17	$13,762,865
Year 18	$14,038,123
Year 19	$14,318,885
Year 20	$14,605,263

PROPERTY TAX ABATEMENT	
Property tax abatement - Real property land and buildings	
Number of Years	0
Percentage	0.0%
Property tax abatement - Machinery and equipment	
Number of Years	0
Percentage	0.0%

FORGIVABLE LOANS - *Cash value*	
Forgivable loans (cash value) -- **CITY**	
Year 1	$0
Year 2	$0
Year 3	$0
Year 4	$0
Year 5	$0
Year 6	$0
Year 7	$0
Year 8	$0
Year 9	$0
Year 10	$0
Year 11	$0
Year 12	$0
Year 13	$0
Year 14	$0
Year 15	$0
Year 16	$0
Year 17	$0
Year 18	$0
Year 19	$0
Year 20	$0

Forgivable loans (cash value) -- **COUNTY**	
Year 1	$0
Year 2	$0
Year 3	$0
Year 4	$0
Year 5	$0
Year 6	$0
Year 7	$0
Year 8	$0
Year 9	$0
Year 10	$0
Year 11	$0
Year 12	$0
Year 13	$0
Year 14	$0
Year 15	$0
Year 16	$0
Year 17	$0
Year 18	$0
Year 19	$0
Year 20	$0
Forgivable loans (cash value) -- **STATE**	
Year 1	$0
Year 2	$0
Year 3	$0
Year 4	$0
Year 5	$0
Year 6	$0
Year 7	$0
Year 8	$0
Year 9	$0
Year 10	$0
Year 11	$0
Year 12	$0
Year 13	$0
Year 14	$0
Year 15	$0
Year 16	$0
Year 17	$0
Year 18	$0
Year 19	$0
Year 20	$0

STATE TRAINING DOLLARS	
Training dollars KIT/KER/IMPACT (cash value)	
Year 1	$0
Year 2	$0
Year 3	$0
Year 4	$0
Year 5	$0
Year 6	$0
Year 7	$0
Year 8	$0
Year 9	$0
Year 10	$0
Year 11	$0
Year 12	$0
Year 13	$0
Year 14	$0
Year 15	$0
Year 16	$0
Year 17	$0
Year 18	$0
Year 19	$0
Year 20	$0

INFRASTRUCTURE IMPROVEMENTS	
Infrastructure improvements (cash value) -- **CITY**	
Year 1	$0
Year 2	$0
Year 3	$0
Year 4	$0
Year 5	$0
Year 6	$0
Year 7	$0
Year 8	$0
Year 9	$0
Year 10	$0
Year 11	$0
Year 12	$0
Year 13	$0
Year 14	$0
Year 15	$0
Year 16	$0
Year 17	$0
Year 18	$0
Year 19	$0
Year 20	$0
Infrastructure improvements (cash value) -- **COUNTY**	
Year 1	$0
Year 2	$0
Year 3	$0
Year 4	$0
Year 5	$0
Year 6	$0
Year 7	$0
Year 8	$0
Year 9	$0
Year 10	$0
Year 11	$0
Year 12	$0
Year 13	$0
Year 14	$0
Year 15	$0
Year 16	$0
Year 17	$0
Year 18	$0
Year 19	$0
Year 20	$0
Infrastructure improvements (cash value) -- **STATE**	
Year 1	$0
Year 2	$0
Year 3	$0
Year 4	$0
Year 5	$0
Year 6	$0
Year 7	$0
Year 8	$0
Year 9	$0
Year 10	$0
Year 11	$0
Year 12	$0
Year 13	$0
Year 14	$0
Year 15	$0
Year 16	$0
Year 17	$0
Year 18	$0
Year 19	$0
Year 20	$0

OTHER INVENTIVES - *Cash value*	
Cash value of all other incentives -- **CITY**	
Year 1	$0
Year 2	$0
Year 3	$0
Year 4	$0
Year 5	$0
Year 6	$0
Year 7	$0
Year 8	$0
Year 9	$0
Year 10	$0
Year 11	$0
Year 12	$0
Year 13	$0
Year 14	$0
Year 15	$0
Year 16	$0
Year 17	$0
Year 18	$0
Year 19	$0
Year 20	$0
Cash value of all other incentives -- **COUNTY**	
Year 1	$0
Year 2	$0
Year 3	$0
Year 4	$0
Year 5	$0
Year 6	$0
Year 7	$0
Year 8	$0
Year 9	$0
Year 10	$0
Year 11	$0
Year 12	$0
Year 13	$0
Year 14	$0
Year 15	$0
Year 16	$0
Year 17	$0
Year 18	$0
Year 19	$0
Year 20	$0
Cash value of all other incentives -- **STATE**	
Year 1	$0
Year 2	$0
Year 3	$0
Year 4	$0
Year 5	$0
Year 6	$0
Year 7	$0
Year 8	$0
Year 9	$0
Year 10	$0
Year 11	$0
Year 12	$0
Year 13	$0
Year 14	$0
Year 15	$0
Year 16	$0
Year 17	$0
Year 18	$0
Year 19	$0
Year 20	$0

12. Office and Hotel Market Analysis

INTRODUCTION

STUDY PURPOSE

This office and hotel market analysis was conducted to inform the Downtown Wichita Master Plan process. The Downtown Master Plan Area is depicted in Figure I-1. The market analysis summarizes office and hotel development potential over the next 10 years and the conditions necessary to capture the market opportunities.

FIGURE I-1
DOWNTOWN MASTER PLAN AREA

Source: Goody Clancy Associates

PROCESS

Three sources of information were applied in the market analyses. The first source was W-ZHA fieldwork where existing supply and competitive market area evaluations took place. Data from third party sources was used to understand existing conditions and future opportunities. The major sources of this information were as follows:

- Employment Trends and Projections by Industry: Moody's economy.com and the Bureau of Economic Analysis
- Office Supply Data: Grubb & Ellis/ Martens Commercial Group; JP Weigand & Sons, Inc.
- Hotel Performance Data: Go Wichita!; Smith Travel Research

In addition to analyzing market data, W-ZHA conducted numerous interviews with real estate brokers, property managers, land owners, and developers. These person-to-person and telephone interviews provided valuable insights into the nuances of the office and hotel markets.

OFFICE MARKET

MARKET CONTEXT

Notwithstanding the current national economic downturn, Sedgwick County maintains a positive economic outlook. As shown in the following table, Sedgwick County has grown at an annualized rate of 1.2 percent per year since 1990. This growth has been driven primarily by professional service sectors, which have more than offset declines in manufacturing sectors.

These trends are expected to continue. As shown, manufacturing is expected to experience continuing employment declines, while growth in service sectors such as health care, leisure and hospitality, and business services will outpace overall employment growth.

W-ZHA, LLC

TABLE II-1

SEDGWICK COUNTY EMPLOYMENT TRENDS AND FORECASTS: 1990-2020

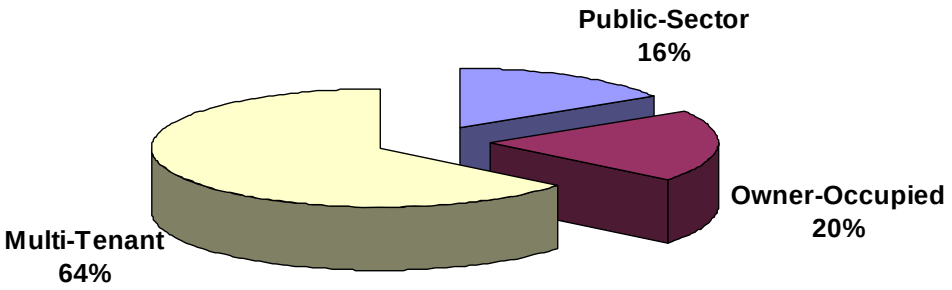
	1990	2000	2008	2010	2020	Avg. Ann Growth Rates 90-'08	08-'20
Total Nonfarm	217.09	257.50	268.17	257.82	283.87	1.2%	0.5%
Natural Resources & Mining	1.60	1.11	1.25	1.08	0.98	-1.3%	-2.0%
Construction	8.94	12.59	13.06	12.69	13.03	2.1%	0.0%
Manufacturing	59.38	66.74	61.11	50.26	52.81	0.2%	-1.2%
Textile Mills	11.55	13.76	0.05	0.07	0.06	-25.7%	1.3%
Transportation Equipment Manufacturing	38.69	43.05	40.74	32.01	32.17	0.3%	-1.9%
Wholesale Trade	9.24	11.06	10.45	10.48	11.84	0.7%	1.0%
Retail Trade	24.94	26.95	28.11	27.23	30.50	0.7%	0.7%
Transportation, Warehousing, & Utilities	6.31	6.69	7.67	7.78	7.38	1.1%	-0.3%
Information	5.22	5.27	5.80	5.01	4.64	0.6%	-1.9%
Financial Activities	10.61	10.97	10.14	10.21	10.88	-0.3%	0.6%
Finance and Insurance	7.57	7.81	6.91	6.94	7.48	-0.5%	0.7%
Real Estate and Rental and Leasing	3.04	3.17	3.23	3.27	3.41	0.3%	0.4%
Professional & Business Services	17.76	26.23	29.45	29.48	34.49	2.8%	1.3%
Professional, Scientific, and Technical Services	7.37	8.71	8.11	8.15	8.72	0.5%	0.6%
Management of Companies and Enterprises	3.93	2.45	3.30	3.35	3.24	-1.0%	-0.2%
Admin/Support/Waste Mgt/Remediation	6.47	15.06	18.04	17.99	22.54	5.9%	1.9%
Education & Health Services	22.67	30.32	36.34	38.14	44.52	2.7%	1.7%
Health Care and Social Assistance	20.66	26.68	31.08	32.64	38.54	2.3%	1.8%
Leisure & Hospitality	19.54	22.85	24.48	25.22	30.25	1.3%	1.8%
Other Services (except Public Administration)	7.36	9.09	9.74	9.44	10.31	1.6%	0.5%
Government	23.52	27.63	30.57	30.79	32.24	1.5%	0.4%
Total Local Government	14.97	18.37	20.54	20.43	21.98	1.8%	0.6%

Source: economy.com

OVERVIEW OF EXISTING MARKET CONDITIONS

Downtown contains approximately 5 million square feet of public and private office space. Downtown is the office hub of the Wichita Metropolitan Area. Approximately two-thirds of the Downtown office space is for-rent office in multi-tenant buildings. Owner occupied office space represents 20 percent of the office supply with the remaining office housing public sector employees.

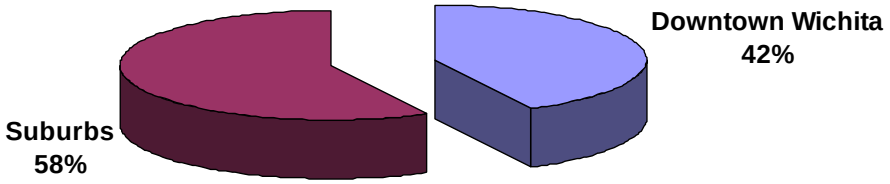
FIGURE II-1
DOWNTOWN OFFICE SPACE BY TYPE



Source: Wichita Downtown Development Corporation; Grubb & Ellis/Martens Commercial Group

Downtown Wichita contains approximately 3.1 million square feet of private, multi-tenant office space. This represents 42 percent of the multi-tenant office supply in the overall Wichita office market.

FIGURE II-2
MULTI-TENANT OFFICE SPACE BY LOCATION



Source: Wichita Downtown Development Corporation; Grubb & Ellis/Martens Commercial Group

In Downtown Wichita, the vacancy rate among multi-tenant office buildings is estimated at 21.4 percent, as compared with 10.8 percent in suburban markets and 15.3 percent in the overall Wichita market.

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TABLE II-2
OFFICE MARKET SUMMARY
SELECTED WICHITA MARKETS, Yr-end 2008

	Downtown	Suburban	Total
Total	3,133,000	4,251,000	7,384,000
Available	21.4%	10.8%	15.3%
Occupied	2,463,000	3,793,000	6,256,000

Source: Grubb & Ellis/Martens Commercial Group

Despite the relatively high overall Downtown vacancy rate, vacancy among Class-A multi-tenant office buildings is low. Downtown's supply of Class-A office space includes 1.06 million square feet in five buildings.[1] Among these buildings, the vacancy rate currently stands at just 5.6 percent, and these buildings can accommodate only two or three tenants seeking contiguous blocks of 15,000 square feet or more.

Gross lease rates in these Class A buildings generally range from $14 to $16 per square foot. Class A buildings in the suburbs command gross rents in excess of $20 per square foot; the Downtown market has not penetrated this price tier.

[1] Various sources offer definitions of the Class-A market that vary from three to five buildings, and roughly 900,000 to 1.1 million sq. ft.

W-ZHA, LLC

TABLE II-3
COMPARATIVE CLASS-A OFFICE INDICATORS

	Downtown [1/]	Suburban [2/]
Class-A	1,063,000	n/a
Available	5.6%	11-13.5%
Occupied	1,003,860	n/a
Avg. Class-A Lease Rate [3/] (per sq. ft. full-service)	$14-$16	$18-$25

[1/] Downtown supply and availability calculated based on compilations of individual building data reported by JP Weigand & Sons, Inc. As adjusted by W-ZHA, LLC, Class-A supply includes space in the Farm Credit Building, Epic Center, Bank of American Building, Riverview, and River Place buildings.

[2/] While not officially available, Suburban Class-A space amounts to approximately 1.2 million square feet. Vacancy rate range incorporates data furnished for individual submarkets by JP Weigand & Sons, Inc.

[3/] Lease rate data provided by interviews with commercial real brokers as well as data provided by JP Weigand & Sons, Inc.

Source: JP Weigand & Sons, Inc.; Grubb & Ellis/Martens Commercial Group; W-ZHA field survey.

In contrast to the Class-A multi-tenant office market, vacancies in the Downtown Class B and Class-C multi-tenant office buildings approximate 20 and 50 percent, respectively (JP Weigand & Sons, Inc.). The overall vacancy rate in non-Class-A properties is estimated at 29.5 percent.

The overall Wichita market features a similar pattern; data furnished by JP Weigand & Sons, Inc. shows Class-B and Class-C vacancies in the overall market at 16 percent and 38.4 percent, respectively.

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DOWNTOWN AND SUBURBAN MARKET COMPARISONS

The following describes prevailing competitive market trends and factors in Wichita's Downtown and suburban office markets.

Declining Downtown Market Share: As shown in Tables II-4 and II-5 below, in recent decades Downtown's share of the overall Wichita office market has declined. While Sedgwick County employment has grown (see Table II-1), since 1990 demand for new office space has been met primarily by new supply in the suburban office submarkets.

Since 1987, no Class-A office buildings have been added Downtown. Overall, the supply of office space has changed little in the Downtown market since 1990; in fact, since 2000, Downtown Wichita's total occupied office space has declined, at a compounded rate of roughly 1 percent per year.

During this same time frame, occupied suburban office space has increased from roughly 2.9 million square feet to 4.25 million square feet, at a rate of nearly 5 percent per year.

TABLE II-4
COMPARATIVE GROWTH RATES
DOWNTOWN vs. SUBURBAN OFFICE MARKETS (000s of sq. ft.)

	CBD Office Space			Suburban Office Space		
Year	Total	Vacant	Occupied	Total	Vacant	Occupied
2000	3,409	21.2%	2,687	2,892	13.8%	2,494
2001	3,228	23.8%	2,460	3,246	15.9%	2,731
2002	3,576	26.2%	2,638	3,816	18.9%	3,096
2003	3,960	24.8%	2,977	4,060	18.0%	3,329
2004	3,973	24.3%	3,009	4,036	14.4%	3,454
2005	3,815	24.3%	2,889	4,072	15.2%	3,453
2006	3,486	22.5%	2,701	3,804	14.0%	3,273
2007	3,247	25.6%	2,417	3,815	11.7%	3,370
2008	3,133	21.4%	2,463	4,251	10.8%	3,793
Total Increa:	(276)		(224)	1,359		1,299
CAGR*	-1.0%		-1.1%	4.9%		5.4%

* "CAGR" = compounded annual growth rate.

Source: Grubb & Ellis/Martens Commercial Group; W-ZHA LLC.

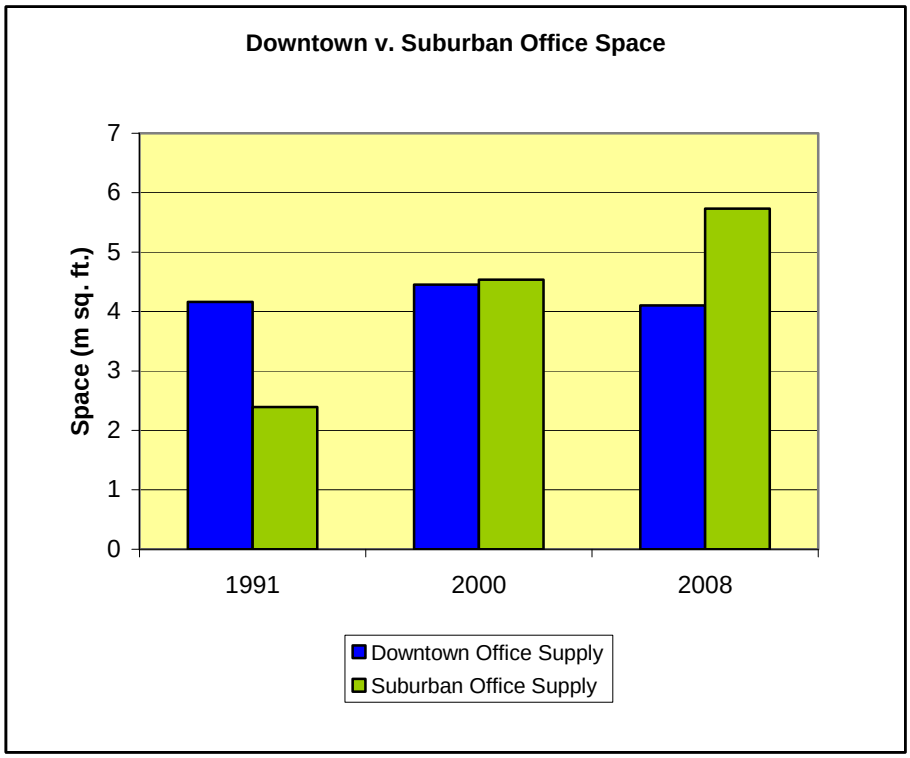
As a result of these trends, Downtown's share of the Wichita office market has fallen from 63.5 percent in 1991 to 49.5 percent in 2000, and 41.7 percent in 2008.[2]

TABLE II-5
DOWNTOWN vs. SUBURBAN MARKET SHARES: 1991-2008

	Downtown	Suburban
1991	63.5%	36.5%
2000	49.5%	50.5%
2008	41.7%	58.3%

Source: JP Weigand & Sons, Inc.

FIGURE II-3



[2] Data prior to 2000 are not available from Grubb & Ellis/Martens Commercial Group. Table II-5 and Figure II-1 are based on data provided by JP Weigand & Sons, Inc.

Among suburban locations, the Northeast district has captured the dominant share of new office development. The Southeast sector also reports relatively low vacancy rates, but outside the Northeast submarket, since 2000 only two suburban office buildings (excluding owner occupied and medical buildings) with more than 25,000 square feet have been built.

Gross lease rates for Class-A space in the Northeast submarket range from roughly $20 to $26 per square foot. In comparison, as noted earlier, lease rates for most Downtown Class-A space ranges from roughly $14 to $16 per square foot.

Competitive Market Factors: In seeking to increase Downtown office tenancies, the following factors play key roles:

Parking: Downtown's five Class-A buildings maintain high occupancies. Of these five buildings, four are located outside the core of Downtown. Most of the Downtown Class-A multi-tenant office buildings offer suburban-style arrangements featuring dedicated, ample and free parking in both surface lots and attached parking structures. The remaining Class-A building is the Bank of America building at Broadway and Douglas Avenue, which also offers parking. Where access to parking is constrained, in most cases Downtown buildings have sustained high vacancy rates.

Space Availability: The unavailability of high-quality office space has contributed to several recent corporate relocations from Downtown to suburban Wichita. As noted earlier, at this time the existing Downtown office market would be able to accommodate no more than two to three tenants seeking relatively large amount (e.g. 15,000 square feet) of contiguous space. Thus, as existing Downtown tenants grow and require more space, the Downtown may not be able to accommodate their demand; suburban locations may provide the only option.

Quality of Supply: The Epic Center, Farm Credit Building, Riverview Plaza and River Park Place were all constructed in the 1980s; the Bank of America Center opened in 1974 but has undergone substantial renovations. While the newest among the supply of office buildings in the Downtown, these buildings are twenty years old. Newly constructed office buildings are better tailored for today's business operations. The lack of new, quality office space has made it difficult to discern whether the Downtown's rental rate of $14 to $16 per square foot is a function of lack of demand or a function of relatively weak supply.

Price: At this time, Downtown Class-A space is highly competitive on price; its $14 to $16 lease rates are considerably lower than suburban Class-A rates, which frequently exceed $20. For many Class-A tenants, however, the

Downtown's price advantage is offset by the lack of quality space Downtown and, in turn, the sense that Downtown is not the premiere office location in the metro area. New construction requires rents in excess of $20 per square foot.

Urban Environment: While Downtown Wichita has sustained a long-term decline, recent successes such as the revitalization of Old Town, the expansion of Airbus in the Downtown, the 50,000 square foot High Touch lease, new residential developments, and the opening of the INTRUST Bank Arena have restored a sense of vitality. The Downtown has the potential to bolster its competitive position as the region's urban center to the extent that it can offer an attractive, mixed-use walkable environment. Downtown must enhance its retail, restaurant, cultural, entertainment and other leisure-oriented amenities to become a more competitive office location. Forging attractive, walkable, mixed-use environments will differentiate the Downtown in the marketplace.

Labor Proximity: Wichita's upscale suburban neighborhoods are located primarily in its eastern and (increasingly) western suburban areas. Office development has followed the labor market to the suburbs. However, as the labor market has spread across the metro market to both the east and the west, Downtown's central location is a major market advantage.

DOWNTOWN OFFICE MARKET OUTLOOK AND PROJECTION

In projecting a likely range of new office development,[3] this analysis generates two "market-based" forecasts, including (1) a conservative scenario, based primarily on prevailing trends, (2) a slightly more aggressive scenario, which envisions the potential that can be reasonably anticipated if conditions evolve as prescribed in this Downtown Master Plan. Market-based forecasts apply the following methodology:

Employment growth: Office tenancies are driven by employment. In many markets, the appropriate employment indicator focuses on the region's "office-inclined" industrial sectors, which include categories such as financial activities, professional services, management and a few others.

In this analysis, however, overall non-farm employment provides the appropriate indicator. There are two reasons for this. First, Wichita's tenants include a relatively high representation of corporate businesses that do not fall within "office-inclined" categories. For instance, in recent years, major leasing transactions have

[3] Projections are for *net new* multi-tenant office space. Thus, where existing buildings are demolished or converted to other uses, new development activity will exceed the projections for net new space.

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involved companies such as Cessna Finance, Airbus, Cargill, Westar Energy and High Touch.

The second reason for focusing on overall non-farm employment is simply that in Wichita this has historically been a more accurate indicator. As shown in Table II-6 and Figure II-2 below, from 1990 to 2008, office-inclined employment grew very slowly, at a compounded rate of 0.1 percent per year. In comparison, overall employment increased at a compounded rate of 1.2 percent per year. During this same time span, office supply increased at the considerably higher rate of 2.3 percent per year. This office growth rate considerably exceeded even the overall employment as well as office-inclined employment growth, but between the two indicators, overall employment has historically served as the more accurate tracker of office development activity.

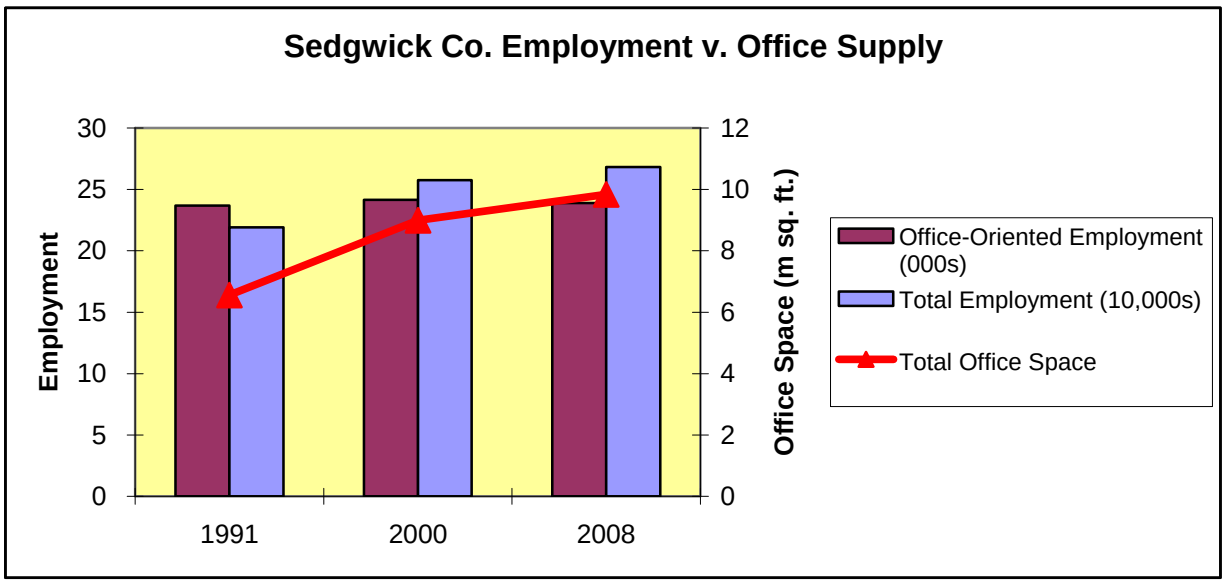
TABLE II-6

SEDGWICK COUNTY EMPLOYMENT BY SELECTED INDUSTRY SECTORS TRENDS AND PROJECTIONS: 1990-2020

	1990	2000	2008	2009	2010	2020	CAGR 90-'08	CAGR 09-'20
Office-Inclined Sectors	23.67	24.14	23.89	23.94	24.02	25.53	0.1%	0.6%
Financial Activities	10.61	10.97	10.14	10.20	10.21	10.88	-0.3%	0.6%
Professional, Scientific, and Technical Services	7.37	8.71	8.11	8.10	8.15	8.72	0.5%	0.7%
Management of Companies and Enterprises	3.93	2.45	3.30	3.32	3.35	3.24	-1.0%	-0.2%
Religious, Grantmaking, Civic, & Prof. Org.	1.76	2.00	2.34	2.32	2.31	2.69	1.6%	1.4%
Total Non-Farm Employment	217.09	257.50	268.17	262.04	257.82	283.87	1.2%	0.7%
Office Space (000s sq. ft.)	6,552	8,989	9,834	--	--	--	2.3%	--

Source: economy.com; W-ZHA, LLC; JP Weigand & Sons, Inc.

FIGURE II-4



Based on the foregoing, office market growth is projected using compounded annual growth factors of .73 percent to 1.18 percent. The lower figure is the employment growth rate forecasted by Moody's *economy.com*, a nationally recognized economic consulting firm; the higher figure is the past growth rate achieved from 1990 to 2008. This higher figure is selected as a "reasonable" figure based on past performance in Sedgwick County (see Table II-1 above), and also takes into consideration the historical, macro-economic perspective that since 1960, national non-farm employment has grown at a compounded rate of 1.95 percent.

Occupied Office Space Growth and Downtown Share: Applying these growth rates to Wichita's current supply of occupied multi-tenant office space, the resulting increase over ten years would range from 472,000 to 779,000 square feet of multi-tenant space, as shown in Table II-7 below. Under the conservative scenario, the assumption is that Downtown would maintain its current share (42 percent) of the overall Wichita market's office supply. Under the more aggressive scenario, the assumption is that Downtown would capture 47 percent of new growth and begin to recapture a fairly small portion of its recently-lost market share. Applying these calculations, Downtown would support roughly 198,000 to 366,000 square feet of new space.

Approximately 25 percent of Downtown office space is owner-occupied space. Applying this ratio to the multi-tenant office potential results in a market for between 247,800 and 457,500 square feet of office space Downtown.

A portion of this market demand will be captured in existing space. Today, there is excess vacancy in the Class B office supply Downtown. Assuming a stabilized occupancy of 85 percent among Class B buildings, approximately 75,000 square feet of new demand will be captured in existing buildings. The net demand for new office space is, thus, 172,800 to 382,500 square feet.

New Development: The 172,800 to 382,500 square foot range represents just the occupied portion of new office development. Assuming a stabilized vacancy rate of 93 percent, actual development would range from 186,000 to 411,000 net square feet. From a development perspective, this translates into approximately 220,000 to 480,000 gross square feet of office space.

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TABLE II-7
Office Market Potential
Downtown Wichita
2010-2020

		Prevailing Trends	Conditional Potential
Occupied Multi-Tenant Office Space		6,256,000	6,256,000
Avg Annual Growth Rate		0.73%	1.18%
10-Year Projected Office Space Growth		472,000	778,700
Downtown Share		42%	47%
Multi-Tenant Office Potential		198,200	366,000
Plus: Owner Occupied @ 25%		49,600	91,500
Total Occupied Office Potential		247,800	457,500
Less: Excess Class A Vacancy		0	0
Less: Excess Class B Vacancy /1		75,000	75,000
Net Occupied Office Potential		172,800	382,500
Stabilized Occupancy Adjustment	93%	186,000	411,000
Net to Gross Square Feet Adjustment	85%	219,000	484,000
Net New Office Building Potential		219,000	484,000

1. Prevailing Trends growth rate based on *economy.com* employment forecast. Conditional Potential growth rate is based on two factors: (1) 30-year forecasted employment demand (if unconstrained by labor supply) of 1.5% per year set forth by Wichita Metropolitan Area Planning Department (2004), given forecasted labor supply, actual employment growth is forecasted at 0.5% per year; (2) previous long term (1990-2008) employment growth rate of 1.18 percent per year. Given these data, employment growth may exceed current economy.com forecasts.
2. Assumes Class B stabilzed occupancy at 85 percent.

Source: W-ZHA, LLC.

Thus, over ten years, if prevailing trends continue, Downtown Wichita is likely to support the development of more than 200,000 square feet of new office space. On the other hand, if overall economic growth exceeds current expectations, and if improvements to Downtown enhance its market position, supportable new office space could approach 480,000 square feet.

This general volume of development is contingent on a wide range of project-specific considerations, including the availability of quality sites, trends in lease rates, parking availability, proximity to amenities, and others. Overall, over the

next ten years, Downtown Wichita offers the potential to support roughly 220,000 to 480,000 square feet of net new office development.

DOWNTOWN OFFICE PRODUCT CONCLUSIONS

To capture this potential will require that office buildings be properly sited and scaled to the target market. The following paragraphs summarize market conclusions with regard to product.

1. Modest Scale – New office buildings will likely range from 40,000 to 80,000 square feet. It will be difficult to achieve the pre-leasing thresholds required by lenders for buildings much larger in scale. Buildings 5-stories or less can be "stick-built" which is less expensive than mid- and high-rise construction. With lower cost comes lower rent.

2. CoolSpace – CoolSpace is office space located in older buildings that are architecturally distinct and within walking distance to restaurants. A share of the office market will locate in these types of buildings. Developers can often take advantage of historic tax credits as a tool to reduce the cost of rehabilitating older buildings to office space.

   In an effort to keep rents low, some newly constructed office space may be wise to adopt the hard loft concept where large, flexible, high-ceilinged, well lit space can be marketed with the option of minimal tenant finish.

3. Price Point – New office development will require a rent level of at least $25 per square foot. Rents must be this high to offset construction costs and operating expenses.

4. Parking – Office buildings will require parking within easy walking distance to the building. In the near term, the rental market will not bear the cost of structured parking. Public/private financing will be necessary to support the development of structured parking to service Downtown land uses. Parking should be sited in locations where there is the greatest potential for 24-hour use. Office users (and lenders) will demand that parking be available for employees.

5. In or Immediately Adjacent To Mixed-Use Districts – To command the rents required to construct a new office building, Downtown must offer a distinctly "urban" office product. As such, office buildings should not be developed in the middle of a surface parking lot away from the street. Office buildings must be developed in (or adjacent to) those Downtown districts that offer restaurants, entertainment, services and housing within easy walking distance.

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HOTEL MARKET

WICHITA LODGING MARKET

Despite the national economic downturn, the Wichita lodging market has outperformed the national lodging market. Three points summarize the recent performance of the Wichita market.

Outperformance: As shown below, from 2004 through 2008, occupancy rates in Wichita ranged from 62 to nearly 67 percent before falling to 59 percent in 2009 (through November). Since 2006 Wichita occupancies have consistently exceeded national market occupancies.

TABLE III-1
LODGING MARKET OCCUPANCY RATES
U.S. v. WICHITA, 2003-2009

Year	Wichita	U.S.*
2003	58.9	59.2
2004	62.0	61.4
2005	63.0	63.1
2006	66.4	63.3
2007	65.2	63.1
2008	65.0	60.3
2009 [1]	59.2	55.2

[*] PricewaterhouseCoopers
[2] 2009 figures are through Nov. for Wichita marl
forecasted as of Nov. 9, 2009 for U.S. market

Growing Market: It should be noted that the Wichita market has been able to maintain relatively high occupancies even as it has accommodated new growth. As shown below, over the last six years room revenues have grown at an annualized rate of 5.4 percent per year; this growth incorporates increases in room supply (2.1 percent per year) and revenue per available room (RevPAR), which has increased by 3.3 percent per year.

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TABLE III-2
WICHITA LODGING MARKET INDICATORS

	Occupancy (%)	ADR ($)	RevPAR ($)	Rm Supply	Rm. Demand	Rm Revenue
2003	59.9	60.65	36.32	2,497,545	1,495,904	90,719,815
2004	63.4	62.56	39.66	2,499,483	1,584,557	99,123,800
2005	64.4	63.11	40.62	2,505,746	1,612,693	101,776,523
2006	67.6	68.09	46.03	2,556,041	1,727,947	117,655,574
2007	66.6	72.67	48.43	2,678,003	1,784,616	129,687,009
2008	66.7	76.26	50.85	2,723,341	1,815,984	138,479,472
2009	59.2	74.37	44.06	2,823,693	1,673,033	124,419,226
CAGR (Compounded annual growth rate)	- -	3.5%	3.3%	2.1%	1.9%	5.4%

* All figures year-to-date through November of each year.

Source: Smith Travel Reports; W-ZHA, LLC.

Locations: Suburban Wichita contains 84 percent of the regional room supply. Eastern suburban Wichita has captured most of the recent growth; this submarket absorbed four new properties in 2009 (Best Western, Hampton Inn & Suites, Springhill Suites, Staybridge Suites). Suburban properties are, for the most part, limited-service properties; the Marriott and the Airport Hilton are the only full-service properties in suburban Wichita.

DOWNTOWN LODGING MARKET OVERVIEW

The Downtown Wichita Study Area contains four properties containing approximately 770 rooms.[4] These include the Broadview Hotel, Courtyard by Marriott, Hotel at Old Town and Hyatt Regency. Among these, the Broadview and Hyatt Regency are full-service properties; a limited range of services are available at the Courtyard and Hotel at Old Town.

Outperformance: As a group, these properties' performance exceeds that of the overall Wichita market. As shown in Table III-3 below, since the opening of the Courtyard in 2007, this set of properties has consistently achieved higher occupancies than the overall Wichita market, despite charging considerably higher average daily rates (ADR). As a result, the RevPAR at these properties has been roughly 50 percent higher than the RevPAR in the overall market.

[4] There are actually six properties within the 67202 Downtown zip code; this analysis excludes the Holiday Inn and Cambridge Suites properties located on the south side of US Highway 54.

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These figures are consistent with the general finding that even limited-service properties in Downtown Wichita achieve daily room rates of roughly $125. This rate is well above suburban rates, and even higher than the average for Downtown properties. This is also consistent with anecdotal evidence from interviews with hotel managers/owners that many business travelers choose to stay in properties located Downtown – particularly in Old Town – even when traveling for business in suburban locations. The performance of Downtown hotels offers strong evidence that, given good locations and the economic growth projected, Downtown Wichita will support additional lodging supply.

TABLE III-3

WICHITA LODGING MARKET COMPARISONS

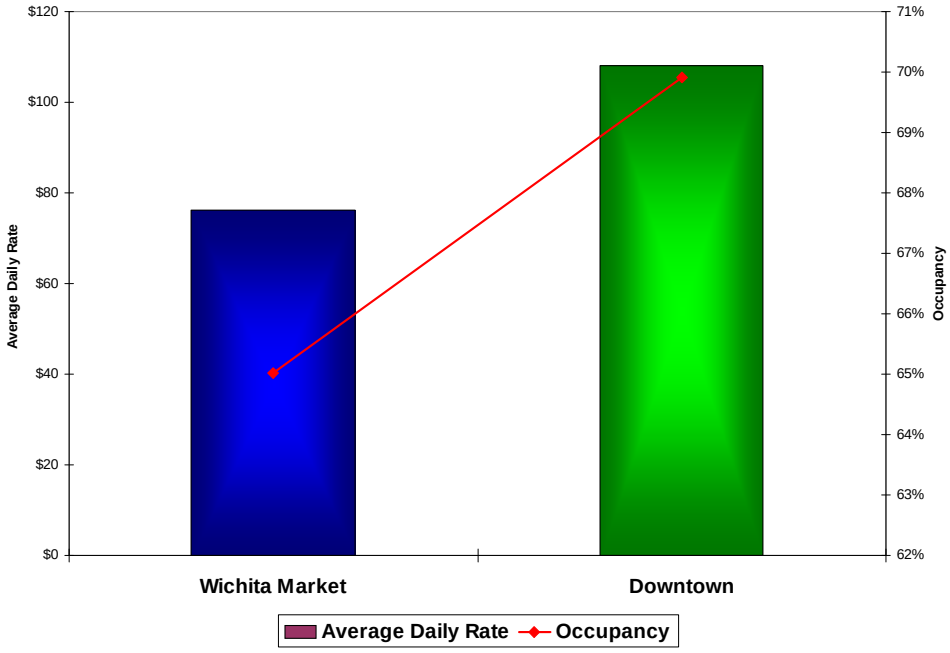
	Occupancy (%)		ADR ($)		RevPAR ($)	
	Downtown [1/]	Overall Mkt	Downtown 1/	Overall Mkt	Downtown 1/	Overall Mkt
2007	71.3	66.6	101.33	72.67	72.22	48.43
2008	71.4	66.7	108.73	76.26	77.63	50.85
2009	68.7	59.2	97.51	74.37	67.01	44.06

* All figures year-to-date through November of each year.

[1/] "Downtown" set includes the Hyatt Regency, Broadview, Marriott Courtyard and the Hotel at Old Town.

Source: Smith Travel Reports; W-ZHA, LLC.

FIGURE III-1
DOWNTOWN HOTEL PERFORMANCE COMPARED TO OVERALL MARKET



Source: Smith Travel Reports; W-ZHA, LLC

Segments: Like the overall market, Downtown hotels derive most of their demand from the "business transient" and convention/meeting segments. A recent study shows that the business transient and convention/meeting market account for roughly 80 percent of lodging demand in Wichita.[5] While some Downtown properties derive higher portions of their business from the Century II events, these figures, along with informal anecdotes, support the general allocation wherein meetings and conventions account for roughly 40 percent of the Downtown lodging market, with 40 percent attributable to business transient travelers, and the remaining 20 percent attributable to general leisure guests.

DOWNTOWN LODGING MARKET OUTLOOK AND PROJECTION

The following describes the general market outlook for the Downtown Wichita lodging market, along with a projection for supportable development over the next ten years.

[5] The study, prepared by Go Wichita! attributes 42% of room-demand to business transient travelers, 31% to "convention/meeting" segments, and 11% to other "group" categories such as sports (4.5%), weddings/reunions (4.7%) and "group tour" (1.9%). The remaining "leisure transient" segments comprise less than 20 percent of the overall market.

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Strong Potential for New Lodging Downtown

As the local, regional and national economies recover, Downtown Wichita offers strong potential for new lodging development. Four considerations shape this outlook:

- Office ratios: Notwithstanding Downtown's 42 percent share of the Wichita office market, Downtown hotel rooms account for just 16 percent of its lodging market supply.

TABLE III-4
OFFICE/HOTEL RATIOS
DOWNTOWN vs. OVERALL WICHITA MARKETS

	Total Wichita	Downtown #	Downtown %
Office Space			
Wiegand	9,833,550	4,100,590	41.7%
Grubb/Ellis/Martens	7,384,000	3,133,000	42.4%
Lodging Rooms	6,351	1,016	16.0%

Source: Go Wichita; Grubb & Ellis/Martens Commercial Group, J.P. Weigand & Sons, Inc.

This indicates that the Downtown market is underserved. Before even considering the influences of the Century II convention center and the new INTRUST Bank Arena, Downtown's share of the Wichita office market indicates that its lodging market should support more rooms.

Moreover, while Downtown Wichita may not capture 42 percent (its share of the regional office market) of the regional room supply, as office demand growth resumes in Downtown Wichita this will generate increased lodging demand.

- Convention Business: Downtown Wichita maintains the dominant position in the Wichita convention and meetings market.

- Downtown Amenities: Access between Downtown and suburban Wichita is not difficult, and Downtown's features and amenities increasingly provide compelling reasons for travelers to stay Downtown. Over the last several years, Old Town has provided the primary amenity for Downtown travelers; other amenities include the City's museums and the new INTRUST Bank

Arena. The importance of Downtown amenities is made clear in the previously mentioned finding that Downtown hotels attract business travelers travelling for business meetings in suburban locations.

- Underserved Niches: Downtown Wichita contains a limited supply of properties in limited-service, middle-market and budget categories. While this is not unusual for Downtown districts, in most Downtown districts this is attributable to relatively high land costs and predominantly high-end office markets. This is not the case in Wichita, where the Class-A office market achieves lower rents than its suburban competition, and where land costs are generally estimated at $30 to $50 per square foot of land. While Downtown's full-service niche may be adequately served at this time, strong performances at the Hotel at Old Town and Courtyard by Marriott properties indicates the strength of Downtown's limited service hotel market.

Projected Development Potential

Based on the foregoing, it is clear that – given suitable locations close to Downtown amenities -- Downtown Wichita will be able to support additional lodging facilities.

Over the next ten years, Downtown Wichita is likely to support two to four facilities, containing a supply of 250 to 400 rooms.

The derivation of this projection rests upon the following four considerations:

Undersupplied Convention Business: A brief investigation of other selected comparable and competitive cities shows that, relative to its convention and meeting activity, Wichita is substantially undersupplied with lodging rooms. As shown below, among a selected sample of comparable cities, Wichita's ratio of space to Downtown lodging rooms is nearly 100 percent higher than that in Des Moines, the next-highest city, and is nearly 150 percent higher than the average among these cities.

TABLE III-5

Exhibit Space and Downtown Lodging in Wichita and Selected Cities

	OK City	Tulsa	Omaha	Des Moines	**Average**	**Wichita**
Downtown Conv. Ctr. Exhibit Space	100,000	167,200	194,000	198,000	**164,800**	**195,500**
Downtown Lodging Rooms	1,967	1,559	2,158	1,561	**1,811**	**779**
Ratio (exhibit space/rm)	51	107	90	127	**94**	**251**

Source: Go Wichita!; W-ZHA, LLC

This leads to the general finding that accommodations may present difficulties for groups seeking to book Century II for large meetings. Discussions with Go Wichita! support this general finding; Go Wichita! believes that additional Downtown rooms are important in attracting and retaining Downtown convention/meeting activity, and that, given reasonable proximity to the convention center, additional rooms would be supportable in Downtown Wichita. Over ten years, as shown below in Table III-6, growth in convention/meeting activity could likely support a 25 to 40 percent increase in Downtown rooms.

Business Market Growth: Given office growth as projected in Section II, over the next ten years the general business transient segment of the lodging market should grow by 6.9 to 13.5 percent. Based on the assumption that this segment accounts for roughly 40 percent of Downtown lodging occupancy, this would increase demand for Downtown lodging by 21 to 42 rooms (Table III-6).

Increased Downtown Amenities: An economic study prepared in anticipation of the development of the new INTRUST Bank Arena indicated that it would likely draw an increase of 220,000 out-of-town visitors to Downtown Wichita. If only 10 percent of these visitors were to stay in Downtown accommodations, this would amount to 22,000 room-nights. At an assumed occupancy rate of 67 percent, this would support 90 rooms. Given this impetus, along with other improvements to Downtown Wichita, the Downtown leisure/transient segment could potentially reasonably increase by 50 to 75 percent, adding 78 to 124 rooms to the Downtown lodging market.

W-ZHA, LLC

TABLE III-6
LODGING INDUSTRY 10-Year GROWTH POTENTIAL
DOWNTOWN WICHITA STUDY AREA

	Segment Share	Current Rm Supply	Growth Potential (rooms) Low	High
General Business Component [1]	40%	311	6.9% 21	13.5% 42
Meeting Component	40%	311	25% 78	40% 124
Leisure/Other (Arena)	20%	155	50% 78	75% 117
Net Total Room Increase	100%	777	177	283
Adjustments: replace rm reduction at Broadview			30	30
Adjusted Net Total Room Increase			207	313

[1] Table __ in Section __ shows the potential for 215,000 to 423,000 square feet of new office development, representing increases of 6.9% to 13.5% over existing inventory.

Source: W-ZHA, LLC

Competitive Development Dynamics: The figures shown in the preceding table indicate that over ten years, Downtown Wichita could potentially support an additional 200 to 300 rooms. This figure is likely to be conservative, for it excludes considerations of competitive market dynamics. Developers and lodging companies do not develop properties simply to capture opportunities within a given market's capacity. Rather, they pursue development strategies that will enable them to capture increased market shares. This competition shapes strategies involving site selection, product niches (as where, for example, Marriott may introduce its Courtyard, Residence Inn, Fairfield Inn, Springhill, TownePlace Suites, Renaissance or other products to complement existing properties in a market) and other issues. Where new construction exceeds the market's capacity, existing properties (either Downtown and/or suburban) may fail, but this does not deter such construction. Thus, where Downtown achieves growth and enhances its profile, its potential for additional lodging facilities will exceed the figures derived in the preceding table.

Overall, while Table III-6 indicates a potential for 200 to 300 more rooms in Downtown Wichita, a reasonable projection must consider development dynamics that will increase this potential to a range of 250 to 400 rooms – in two to four properties -- over the next ten years.

13. Springsted Memorandum

Springsted Incorporated
9229 Ward Parkway, Suite 104N
Kansas City, MO 64114-3311
Tel: 816-333-7200
Fax: 816-333-6899
www.springsted.com

MEMORANDUM

TO: Scott Knebel, City of Wichita
Allen Bell, City of Wichita

FROM: Tony Schertler, Senior Vice President
Julian Bradshaw, Analyst

CC: David MacGillivray, Chairman

DATE: June 13, 2014

SUBJECT: Union Station Redevelopment Project – Developer Equity Capacity Review

Springsted was retained by the City to provide a third-party review of the ability of the Developers for the proposed Union Station mixed use development project to provide the level of equity necessary to secure private financing for the project. The purpose of this review was to analyze the financial capacity of the applicant development entity, and its parent limited liability corporations (if they exist) and their respective members, to verify the access to the financial resources necessary to provide the level of equity financing outlined in the development application. In making this determination we reviewed current financial statements, personal income tax returns, and developer disclosures provided by the guarantors. The applicant development entity is titled Union Station, LLC a recently created single-asset development entity. The financial review performed included a review of the individuals which comprise the membership of the Union Station, LLC.

Project Overview

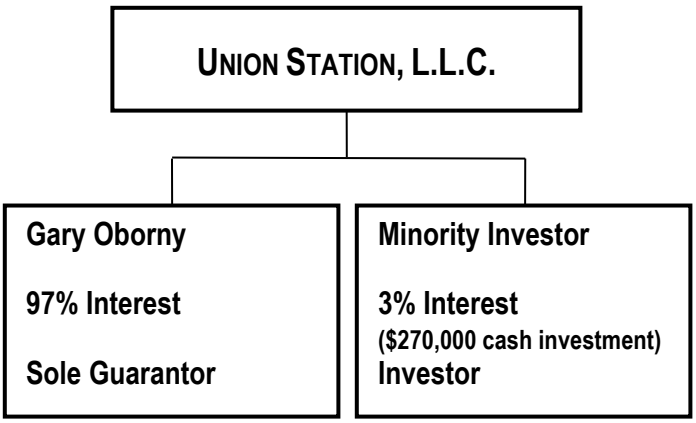
The Developer, Union Station, LLC, has proposed a $54.1 million redevelopment of the Union Station campus, to include; retail space, office space, and a 471 stall parking facility. The development would entail the complete renovation of the five buildings that comprise the Union Station campus into leasable office, retail, and entertainment space, while maintaining historic standards. According to the developer, the Union Station development's first phases would include the redevelopment of the Grand Hotel, which will be repurposed as a mixed use retail and office space, Rock Island Passenger Depot, which is proposed to be a restaurant and event venue, and the Rock Island Baggage Depot, which is to be redeveloped into a retail space. The development is proposed to be completed on property currently owned by Occidental Management, with the Developer seeking public assistance in the form of TIF funds in an amount of $17,000,000.

Development Entity

The development applicant is a newly created limited liability corporation titled Union Station, LLC, which is a single-asset entity created for the development of the proposed project. The newly created applicant Union Station, LLC is the result of a partnership between two individuals; Gary Oborny (97%) and a minority investor (3%), with Gary Oborny being sole guarantor.

The flow chart below illustrates the funding arrangement ultimately responsible for the applicant entity Union Station, LLC.

Union Station, LLC Organization Chart



Sources and Uses

Sources	Amount
Private Bank Financing	$31,192,000
Equity Funds*	**$1,800,000**
Historic Tax Credits	$3,766,000
TIF Funds	$17,321,000
Total Sources	**$54,079,000**

Uses	Amount
Land Acquisition	$1,500,000
Site Improvements	$4,131,000
Construction of parking facilities	$11,147,000
Construction of buildings	$31,166,000
Architecture & Engineering	$1,779,000
Marketing Expenses	$1,108,000
Interest during construction	$2,348,000
Financing Costs (other than interest)	$390,000
City fees	$19,000
Soft cost contingency	$510,000
Total Uses	**$54,079,000**

*The determination of the Developer's financial capacity to provide the equity fund amount of $1,800,000 is the basis for this review.

Project Financing and Tax Increment Assistance Request

According to the developer this project will require $1.8 million of private equity in addition to other funding sources. The developer submitted a request for tax increment assistance from the City of Wichita to reduce extraordinary costs associated with the development of the project. The total requested amount of assistance is approximately 20 years and $17.3 million in the form of a pay-as-you-go note. In addition to TIF assistance and conventional financing of $31.2 million, the developer plans to obtain $3.8 million in equity (to be realized over a 5 year period) from the sale of Historic Tax Credits, for which their lender(s) are willing to utilize as security to advance funds. Financing will be drawn upon as development occurs.

Equity Requirement

As illustrated in the sources and uses chart above, the Developer has indicated they will be responsible for providing equity funds of $1,800,000. The chart below illustrates the equity requirement for each member of the LLC.

Equity Requirement	Percent of Overall	Equity Amount
Gary Oborny	97%	$1,800,000
Minority Investor	3%	$0
Union Station, LLC Total Equity Amount	**100%**	**$1,800,000**

Mr. Oborny's personal financial statement indicates that his net worth is in excess of the $1.8 million equity requirement. According to the application materials the developer plans to generate a portion of the requirement as the development progresses. The application states: "As we present executed leases to our prospective lenders, the property will be appraised and the amount of additional equity value created by the leases calculated and applied to the overall project requirement."

Materials Reviewed

We reviewed the following information for each guarantor. The personal financial statements provided were un-audited, but assumed to be accurate reflections of the financial statements at the point in time dated.

Gary Oborny

- Personal Financial Statement as of December 31, 2013
- Personal Financial Statement as of December 31, 2012
- Personal Individual Income Tax Return – 2011, 2012, & 2013
- Union Station, LLC – Last quarter Financials (Balance Sheets, Income Statements)

We also requested answers to the following disclosure questions:

- Have you ever been charged, indicted, or convicted of a crime in any jurisdiction in the United States?
- Have you filed for bankruptcy in the last 10 years?
- Have you been a party to any civil lawsuits in the past 10 years?
- Do you owe delinquent taxes to any governmental jurisdiction and/or are there any current outstanding warrants or tax liens for unpaid taxes?

- Do you have any outstanding garnishments, levies, mechanic's liens, child support or alimony?
- Have any entities in which you have at least 5% ownership filed bankruptcy during the period of your ownership?
- Have any entities in which you have at least 5% ownership been party to any civil lawsuits during the period of your ownership?
- Do any entities in which you have at least 5% ownership, owe delinquent taxes to any governmental jurisdiction and/or are there any current outstanding warrants or tax liens for unpaid taxes?
- Do any entities in which you have at least 5% ownership, have outstanding garnishments, levies or mechanic's liens?
- Have any entities in which you have at least 5% ownership, ever been cited or assessed penalties by a federal, state or local government agency for any reason during your period of ownership?

The developer responded negative on all of the above questions, with the caveat being that as a real estate developer who owns and leases property, at any given time there are a few rent collection related legal efforts.

Material subsequent Events Post 12/31/13:

Mr. Oborny formed a new entity and raised private equity for the purchase of a 650,000 square feet office building in Overland Park, KS.

Transaction Summary:

- Asset known in the market as the Overland Park Trade Center and located at 6800 W. 115th Street in Overland Park, KS.
- New entity, OPX, LLC was formed to own and develop the asset.
- Transaction closed on 4/17/14
- Purchase price was $21.6 million.
- Initial acquisition loan to purchase asset was $15.6 million.
- Mr. Gary Oborny is the sole guarantor on the loan.
- Gary Oborny's equity ownership is 65%.

Conclusion

Based on a review of these documents and subsequent interviews, Mr. Gary Oborny's net worth exceeds the $1.8 million equity requirement. A large portion of Mr. Oborny's net worth is related to real estate and real estate development ventures. Mr. Oborny's ability to generate $1.8 million in equity should be feasible based on the financial conditions we examined. We note, however, that the information we were provided represents a snapshot in time, and therefore does not guarantee the availability of funds at a future date. Additionally, we note that none of the financial statements are audited, and the representations of asset value are not based on current appraisals and therefore could be over or under valued. However, assuming the City intends to provide the public sources simultaneously to closing, the developer liquidity requirements will have necessarily been addressed by the private financing.

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Water Line Improvements for North Westfield Court (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the petition and project; adopt the resolution.

Background: North Westfield Court, north of Maple and west of Tyler, is currently unserved by City water and is located adjacent to an area of groundwater contamination recently identified by the Kansas Department of Health and Environment (KDHE). Construction is currently underway to install water lines within the contaminated area.

A petition signed by 67% of the resident owners, representing 69% of the improvement district area, was submitted in support of proposed water line improvements. The petition is valid per Kansas Statute 12-6a01. On July 18, 2014, the District V Advisory Board sponsored a neighborhood hearing on the improvements.

Analysis: The proposed improvements consist of installing water lines along Westfield Court. The project will construct approximately 690 feet of pipe.

With the timing of the petition and proximity of the benefit district to current work in the contaminated area, staff recommends that the project be similarly completed through a design build process. Bids will be requested from the same six local contractors that were solicited for the original group of projects.

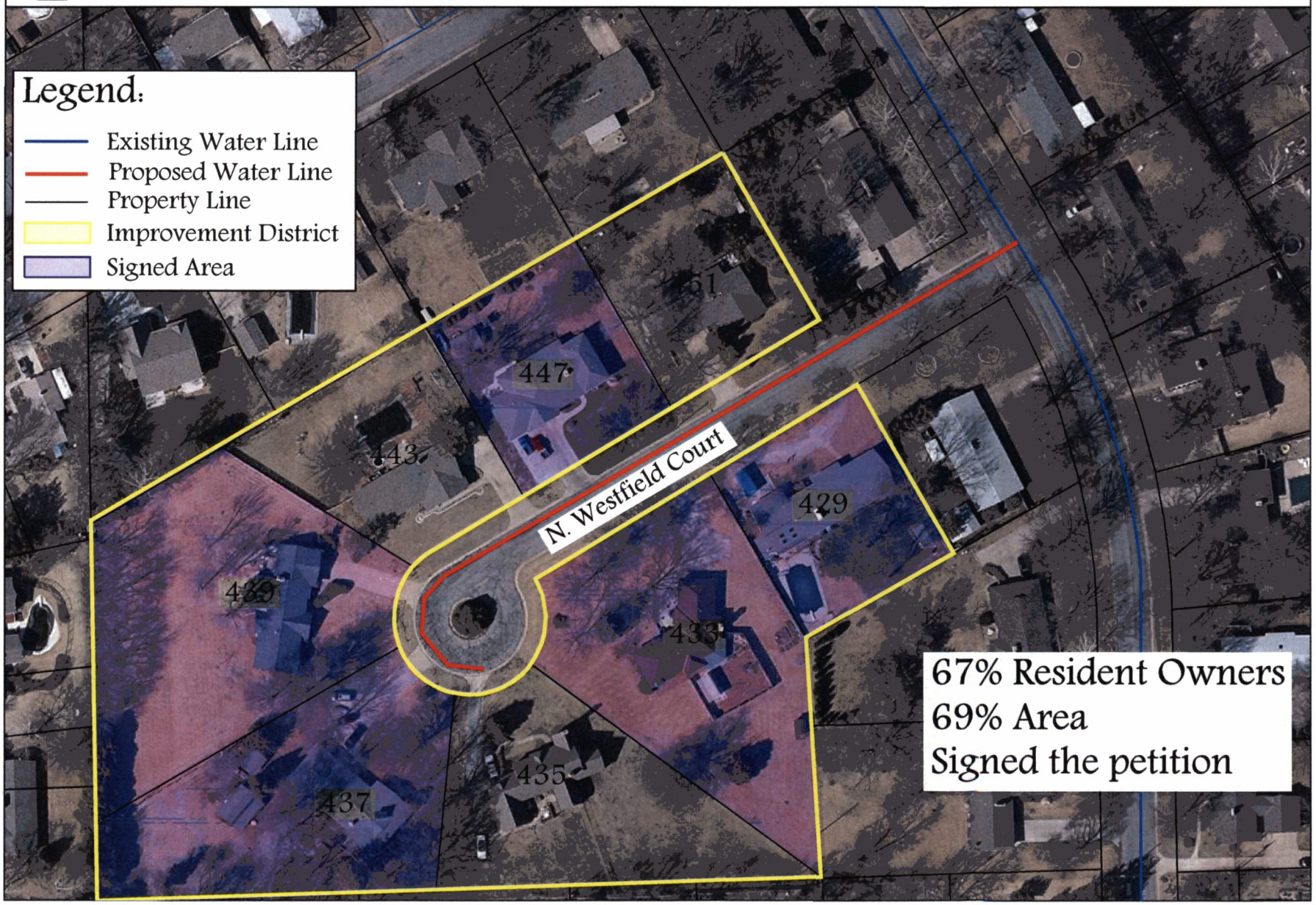
Financial Considerations: The estimated cost of the project is $71,000, with 100% of the final cost being assessed to the improvement district on a fractional basis. The estimate does not include financing costs that will be incurred during the design, construction, or bonding phases of the project.

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

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

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

Water Line Improvements for N. Westfield Court



Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 69

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

ENGINEERING REFERENCE #: 448-90643

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: Aug 19, 2014 REQUEST DATE:

PROJECT # : 470186 PROJECT TITLE: WDS 90643 for Westfield Court

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: WDS 90643 for Westfield Court

OCA #: 735513 OCA TITLE: WDS 90643 for Westfield Court

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

PROJECT MANAGER: Rebecca Greif PHONE #: 268-4505

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$71,000.00	2999 Contractuals	$71,000.00
	$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:	$71,000.00	**EXPENSE TOTAL:**	$71,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

RECEIVED

AUG 8 '14

CITY CLERK OFFICE

448-90643

WATER DISTRIBUTION SYSTEM PETITION

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 within an addition as follows:

448-90643

ROLLING HILLS 3RD ADDITION
Lots 7-14, Block A

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

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

(b) That the estimated and probable cost of the foregoing improvement being **Seventy One Thousand Dollars ($71,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of the cost of interest on borrowed money. If, at the time the City Engineer bids or is ready to bid the project for construction it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted.

This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **July 9, 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.

(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 with each lot, described above, paying (1/8) of total cost assessed to the improvement district.

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.

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 to form one public improvement project.

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

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

LEGAL DESCRIPTION	ADDRESS	SIGNATURE	DATE
WESTFIELD ACRES ADD.			
LOT 7	451 N WESTFIELD CT	GEORGE T TRIFONOFF ETUX George T. Trifonoff	8-6-14
LOT 8	447 N WESTFIELD CT	MICHAEL & JANE BIANCO Michael A Bianco Jane Bianco	7-10-14
LOT 9	443 N WESTFIELD CT	LARRY N & DONNA F FREEMAN	
LOT 10	439 N WESTFIELD CT	~~JOAN CORINE LIV TR CONNER INTRUST BANK NA~~ / MAIL CODE 1.2 Gary and Marsha Nicholas Gary N Nicholas Marsha D Nicholas	7-10-14
LOT 11	437 N WESTFIELD CT	WILLIAM H KELTNER ETUX William H. Keltner	7-21-14
LOT 12	435 N WESTFIELD CT	ROGER A BULLER	
LOT 13	433 N WESTFIELD CT	DAROLD & CARROL YATES LIV TR Darold & Carrol Yates Liv. Trust Darold D Yates, Trustee	7-10-14
LOT 14	429 N WESTFIELD CT	RONALD K & CINDY A HAWKINS Ron Kellhawkins Cindy A Hawkins	8-5-14

AFFIDAVIT

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

Darold D. Yates
Name

433 N. WESTFIELD CT.
Address

316.722.4489
Telephone Number

Sworn to and subscribed before me this 8 day of August, 2014.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Jenis Edwards
Deputy City Clerk

132019

First Published in the Wichita Eagle on August 22, 2014

RESOLUTION NO. 14-229

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90643 (WEST OF TYLER, NORTH OF MAPLE)** 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 **WATER DISTRIBUTION SYSTEM NUMBER 448-90643 (WEST OF TYLER, NORTH OF MAPLE)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90643 (west of Tyler, north of Maple).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Seventy One Thousand Dollars ($71,000)** 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 **July 9, 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:

ROLLING HILLS THIRD ADDITION
LOTS 7 THROUGH 14, 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 **fractional** basis.

That the following described lots and tracts situated in Rolling Hills Third Addition, an addition to Wichita, Sedgwick County, Kansas shall each pay 1/8 of the total cost payable by the improvement district:

ROLLING HILLS THIRD ADDITION
Lots 7 through 14, Block A

Where the ownership of a single lot or tract 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.

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

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

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

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 19th day of August, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE, INTERIM
DIRECTOR OF LAW AND CITY ATTORNEY

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Water Line Improvements for Westfield, Westlink, and South Arcadia Streets (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Deny the square footage petition; approve the frontage petition and project; adopt the resolutions.

Background: Westfield, Westlink, and Arcadia Streets, north of Maple and west of Tyler, are currently unserved by City water and are located adjacent to an area of groundwater contamination recently identified by the Kansas Department of Health and Environment (KDHE). Construction is currently underway to install water lines within the contaminated area.

A valid petition signed by 58% of the resident owners, representing 43% of the improvement district area, was submitted in support of proposed water line improvements. The petition proposed assessment on a square foot basis. On July 21, 2014, the District V Advisory Board sponsored a neighborhood hearing on the proposed project. The Board voted 5-2 to defer a decision for two months to provide residents an opportunity to pursue a petition with an alternative assessment method. A new petition signed by 56% of the resident owners, representing 58% of the improvement district area, was submitted in support of proposed water line improvements. The new petition proposes assessment on a frontage basis and is valid per Kansas Statute 12-6a01. On August 18, 2014, the District V Advisory Board sponsored a neighborhood hearing on the project.

Analysis: The proposed improvements consist of installing water lines along Westfield, Westlink, and Arcadia Streets. The project will construct approximately 3,700 feet of pipe.

With the timing of the petition and proximity of the benefit district to current work in the contaminated area, staff recommends that the project be similarly completed through a design build process. Bids will be requested from the same six local contractors that were solicited for the original group of projects.

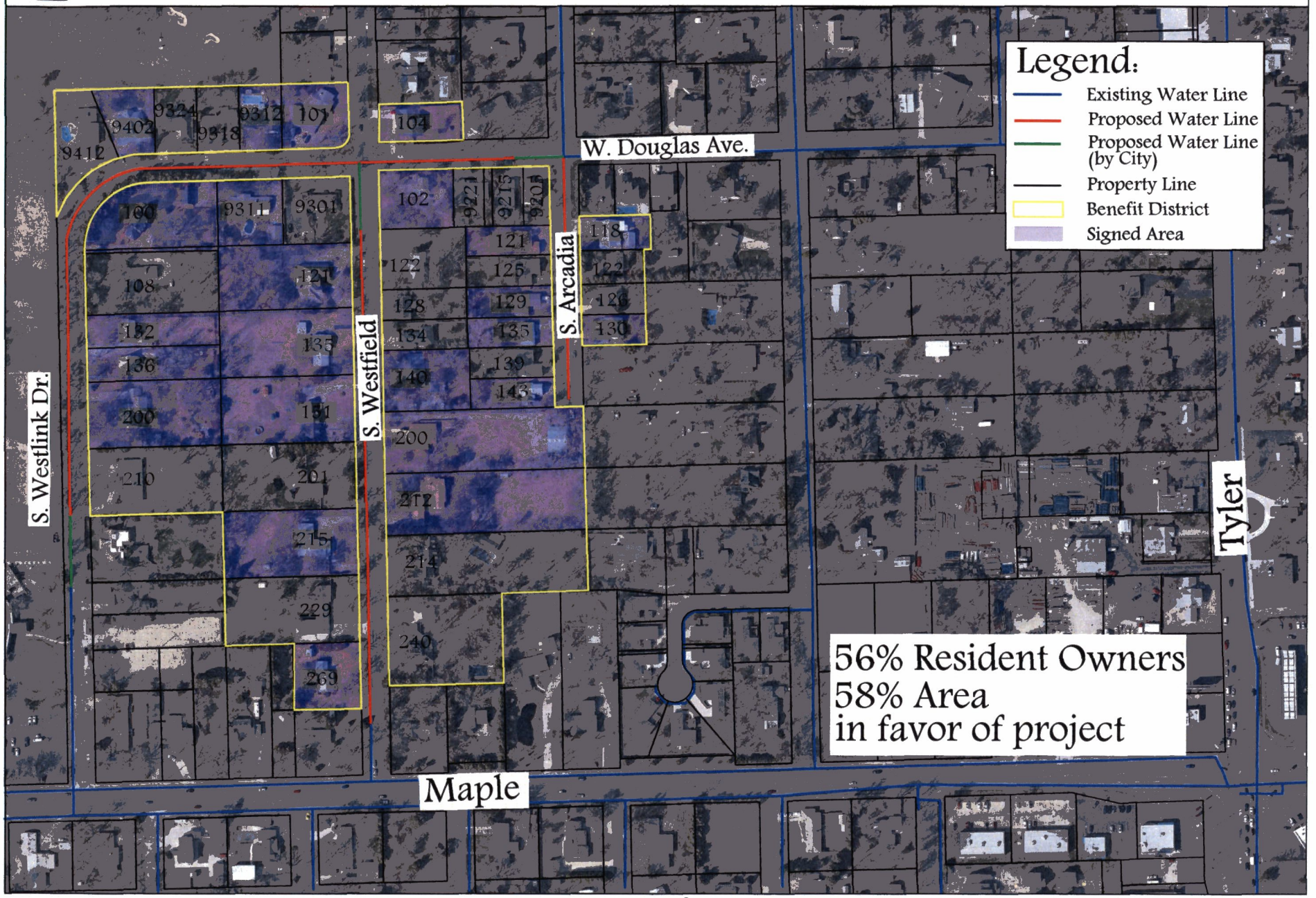
Financial Considerations: The estimated cost of the project is $250,000, with 89.5% of the final cost being assessed to the improvement district on a frontage basis, and 10.5% being paid by the Wichita Water Utility or revenue bonds. The City portion is to provide connecting links at three locations to prevent dead ends in the system. The estimate does not include financing costs that will be incurred during the design, construction, or bonding phases of the project.

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

Recommendation/Actions: It is recommended that the City Council deny the square footage petition; approve the frontage petition, project, and bidding process, adopt the resolutions, and authorize the necessary signatures.

Attachments: Map, budget sheet, petitions, resolutions, and notice of intent.

WDS Improvements for Westfield, Westlink and Arcadia Streets



Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 58

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

ENGINEERING REFERENCE #: 448-90639

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: Aug 19, 2014 REQUEST DATE:

PROJECT # : 470183 PROJECT TITLE: WDS 90639 for Westlink Westfield Arcadia

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: WDS 90639 for Westlink Westfield Arcadia

OCA # : 735510 OCA TITLE: WDS 90639 for Westlink Westfield Arcadia

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

PROJECT MANAGER: Rebecca Greif PHONE #: 268-4505

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$250,000.00	2999 Contractuals	$250,000.00
	$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:	$250,000.00	**EXPENSE TOTAL:**	$250,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Square foot

RECEIVED
JUN 20 '14
CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION

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 within an addition as follows:

448- 90639

WESTFIELD ACRES ADDITION

N 64 FEET W 136 FEET S1/2 LOT 30

W 136 FEET S1/2 LOT 30 EXCEPT N 64 FEET

N 1/2 OF LOT 14 & N 1/2 LOT 13

S 1/2 LOT 15

N 1/2 LOT 15

S 1/2 LOT 16

W 184 FEET N1/2 LOT 16

S 121 FEET LOT 19 EXCEPT W 180 FT & EXCEPT E 60 FT

WESTLINK HEIGHTS ADDITION

LOTS 1 – 7

N 1/2 LOT 8 & N 1/2 E 46 FEET LOT 9

LOT 13 – 18

ROLLING HILLS COUNTRY CLUB ESTATE ADDITION

LOTS 11 - 16 BLOCK A

LITTLE MATHERLY ADDITION

LOTS 1 - 4

LOTS 9 - 11

EARLINES ADDITION

LOT 2

DAVES ADDITION

LOTS 1 -2

BERLIN ADDITION

LOTS 4 -5

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

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

(b) That the estimated and probable cost of the foregoing improvement being **Two Hundred Fifty Thousand Dollars ($250,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of the cost of interest on borrowed money. If, at the time the City Engineer bids or is ready to bid the project for construction it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted.

This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **May 28, 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.

(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:

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.

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 to form one public improvement project.

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

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

LEGAL DESCRIPTION	ADDRESS	SIGNATURE	DATE
WESTFIELD ACRES ADD.			
N 64 FEET W 136 FEET S1/2 LOT 30	126 S ARCADIA ST	DELMAR JACK D & MARGARET G LIV TR	
W 136 FEET S1/2 LOT 30 EXCEPT N 64 FEET	130 S ARCADIA ST	BEVERLYHICKEY Beverly Hickey	6/5/14
N 1/2 OF LOT 14 & N 1/2 LOT 13	240 S WESTFIELD AVE	SMITH LAWRENCE D & HOLLY	
S 1/2 LOT 15	214 S WESTFIELD AVE	MAHANEY CECILIA A ETVIR	
N 1/2 LOT 15	212 S WESTFIELD AVE	COX MARY H ETAL	
S 1/2 LOT 16	200 S WESTFIELD AVE	MERRIMAN LIV TR	
W 184 FEET N1/2 LOT 16	140 S WESTFIELD AVE	DENNIS C & SUSAN D KEETON-MALZAHN	
S 121 FEET LOT 19 EXCEPT W 180 FEET & EXC 60 FEET	9200 W DOUGLAS AVE	SHIMANEK BRANDON D & SUSAN L Brandon Shimanek Susan Shimanek	6/5/14
WESTLINK HEIGHTS ADD.			
W 1/2 LOT 1	9311 W DOUGLAS AVE	WEAST ROGER D ETUX	6/3/2014

E 1/2 LOT 1	9301 W DOUGLAS AVE	J TAYLER & MERILEE GZIMBELMAN
LOT 2	121 S WESTFIELD AVE	ECK MATHIAS F & PATRICIA S 6/17/14
LOT 3	135 S WESTFIELD AVE	DOUGLAS M & ELEXIA GFAULKNER
LOT 4	151 S WESTFIELD AVE	NIC AHILLMAN
LOT 5	201 S WESTFIELD AVE	MORGAN REACEIL ETAL
LOT 6	215 S WESTFIELD AVE	ECKER WANDA L ETAL
LOT 7	229 S WESTFIELD AVE	BAILEY JAMES C & JULIE A
N 1/2 LOT 8 & N 1/2 E 46 FEET LOT 9	269 S WESTFIELD AVE	WEBB ANN F ETAL
LOT 13	218 S WESTLINK DR	MORGAN HOMER & BARBARA A
LOT 14	210 S WESTLINK DR	HARRIS JAMES E II ETAL
LOT 15	200 S WESTLINK DR	FROST BRUCE E & PEGGY S

N 1/2 LOT 16	132 S WESTLINK DR	BOSKEN EUGENE A ETUX Mary Yvonne Bosken Eugene A. Bosken E.T.U.X. 6/4/14
S 1/2 LOT 16	136 S WESTLINK DR	MOHR SHERRI L REVOC TR Sherri L Mohr Trustee 6/4/14
LOT 17 EXCEPT N 9 FEET	108 S WESTLINK DR	MCFALL ROBERT LEROY TRUST ETAL& ROBERT L & MAXINE MCFALL:TRUSTE Robert Leroy McFall Trust ETAL 6/13/2014
N 9 FEET LOT 17		SARA E TRFEENEY
LOT 18	100 S WESTLINK DR	SARA E TRFEENEY
ROLLING HILLS COUNTRY CLUB ESTATE ADD.		
LOT 11 BLOCK A	101 N WESTFIELD AVE	GRIFFITHS THOMAS & PATRICIA REV TR Thomas Griffiths Patricia Griffiths 6/4/14
LOT 12 BLOCK A	9312 W DOUGLAS AVE	DALLAS & MARITA LIV TRBARRETT Dallas Barrett Marita Barrett 6/6/14
LOT 13 BLOCK A	9318 W DOUGLAS AVE	DARIAN LTJADEN Darian C. Tjaden 6/4/14
LOT 14 BLOCK A	9324 W DOUGLAS AVE	DERYL K & ANITA JSCHUSTER Deryl K. Schuster Anita J. Schuster 6/7/14
LOT 15 BLOCK A	9402 W DOUGLAS AVE	COX [redacted] A & VERNA M ETAL Verna M. Cox 6/7/14

LOT 16 BLOCK A	9412 W DOUGLAS AVE	LARKIN GEORGE M & CONNIE L LIVING TRUS George M. Larkin Connie L Larkin 6/11/14
LITTLE MATERLY ADD.		
LOT 1	102 S WESTFIELD AVE	ECK MATHIAS F & PATRICIA S Patricia S. Eck MFE 6/4/14
LOT 2	9221 W DOUGLAS AVE	LA MAR GREGG L & LINDA A ETAL Gregg L. LaMar Linda A. LaMar 6/4/14
W 18 FEET LOT 3		LA MAR GREGG L & LINDA A ETAL Gregg L. LaMar Linda A. LaMar 6/4/14
LOT 3 EXCEPT W 18 FEET & W 13 FEET LOT 4	9215 W DOUGLAS AVE	DIDLAKE RALPH L & NICKI R Ralph L. Didlake Nicki R. Didlake 6/4/14
LOT 4 EXCEPT W 13 FEET	9205 W DOUGLAS AVE	MAGERS MARK Mark Magers 6/4/14
LOT 9	134 S WESTFIELD AVE	RON KEITH & KELLY ATHOMAS Kelly A Thomas 6/5/14
LOT 10	128 S WESTFIELD AVE	ROBBEN LYNELLE M Lynne M. Robben 6/7/14
LOT 11	122 S WESTFIELD AVE	MCFALL ROBERT LEROY TRUST ETALROBERT L & MAINE C MCFALL: TRUSTE Robert Gregg McFall Trust ETAL TTE 6-3-14
LOT 5	121 S ARCADIA ST	CARL D & BETTY AGORDON Carl D Gordon Betty A Gordon 6/5/14

LOT 6	125 S ARCADIA ST	COULTER CRAIG A ETUX Craig Coulter Yvonne D. Coulter 6/13/14
LOT 7	129 S ARCADIA ST	ALLEN STEVEN D ETUX 6/13/14 Steve Allen Carol Allen
LOT 8	135 S ARCADIA ST	CASSITY MARGARET L Margaret L. Cassity 6/18/14
EARLINES ADD.		
LOT 2	104 N WESTFIELD AVE	SUZANNE L DOLD Suzanne L. Dold 6/5/14
DAVES ADD.		
LOT 1	139 S ARCADIA ST	SCHARTZ EUGENE W & NANCY J Eugene Schartz Nancy Schartz 6/9/14
LOT 2	143 S ARCADIA ST	MARTIN TOM C & GLORIA J Tom Martin Gloria Martin 6/5/14
BERLIN ADD.		
LOT 4	118 S ARCADIA ST	ALICE FROBERTS Alice Roberts 6/5/14
LOT 5	122 S ARCADIA ST	ARMSTRONG LAWRENCE & KAREN REV LIV TR

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

LEGAL DESCRIPTION	ADDRESS	SIGNATURE	DATE
WESTFIELD ACRES ADD.			
N 64 FEET W 136 FEET S1/2 LOT 30	126 S ARCADIA ST	DELMAR JACK D & MARGARET G LIV TR Terina DeLmar Executrix Living Trust	6/18/14
W 136 FEET S1/2 LOT 30 EXCEPT N 64 FEET	130 S ARCADIA ST	BEVERLY HICKEY	
N 1/2 OF LOT 14 & N 1/2 LOT 13	240 S WESTFIELD AVE	SMITH LAWRENCE D & HOLLY	
S 1/2 LOT 15	214 S WESTFIELD AVE	MAHANEY CECILIA A ETVIR	
N 1/2 LOT 15	212 S WESTFIELD AVE	COX MARY H ETAL	
S 1/2 LOT 16	200 S WESTFIELD AVE	MERRIMAN LIV TR	
W 184 FEET N1/2 LOT 16	140 S WESTFIELD AVE	DENNIS C & SUSAN D KEETON-MALZAHN	
S 121 FEET LOT 19 EXCEPT W 180 FEET & EXC 60 FEET	9200 W DOUGLAS AVE	SHIMANEK BRANDON D & SUSAN L	
WESTLINK HEIGHTS ADD.			
W 1/2 LOT 1	9311 W DOUGLAS AVE	WEAST ROGER D ETUX	

AFFIDAVIT

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

WILLIAM G. MOHR
Name

136 S. WESTLINK
Address

C 316 650 7565
316 722 3879
Telephone Number

Sworn to and subscribed before me this 20 day of JUNE, 2014.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deputy City Clerk

front foot

RECEIVED
AUG 7 '14
CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION

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 within an addition as follows:

WESTFIELD ACRES ADDITION

N 64 FEET W 136 FEET S1/2 LOT 30

W 136 FEET S1/2 LOT 30 EXCEPT N 64 FEET

N 1/2 OF LOT 14 & N 1/2 LOT 13

S 1/2 LOT 15

N 1/2 LOT 15

S 1/2 LOT 16

W 184 FEET N1/2 LOT 16

WESTLINK HEIGHTS ADDITION

LOTS 1 – 7

N 1/2 LOT 8 & N 1/2 E 46 FEET LOT 9

LOT 14 – 18

ROLLING HILLS COUNTRY CLUB ESTATE ADDITION

LOTS 11 - 16 BLOCK A

LITTLE MATHERLY ADDITION

LOTS 1 - 4

LOTS 5 - 11

EARLINES ADDITION

LOT 2

DAVES ADDITION

LOTS 1 -2

BERLIN ADDITION

LOTS 4 -5

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

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

(b) That the estimated and probable cost of the foregoing improvement being **Two Hundred Fifty Thousand Dollars ($250,000)** exclusive of the cost of interest on borrowed money, with **89.5** percent payable by the improvement district and **10.5** percent payable by the City at Large. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of the cost of interest on borrowed money. If, at the time the City Engineer bids or is ready to bid the project for construction it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted.

This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **July 31, 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.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Front Foot** basis, with each parcel's front footage being equivalent to their street frontage. Frontage for corner parcels will be assessed according to the shorter of the two sides. Frontage for parcels with curved frontage shall be assessed according to the parallel rear lot line, with the exception of lots 15 and 16, Block A of Rolling Hills Country Club Addition, whose frontage shall be considered equivalent to the north line of Douglas extended in a straight line west, measured where said line intersects the east and west property lines of the parcels:

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.

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 to form one public improvement project.

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

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	ADDRESS	SIGNATURE	DATE
WESTFIELD ACRES ADD.			
N 64 FEET W 136 FEET S1/2 LOT 30	126 S ARCADIA ST	DELMAR JACK D & MARGARET G LIV TR	
W 136 FEET S1/2 LOT 30 EXCEPT N 64 FEET	130 S ARCADIA ST	BEVERLY HICKEY Beverly Hickey	8/6/14
N 1/2 OF LOT 14 & N 1/2 LOT 13	240 S WESTFIELD AVE	SMITH LAWRENCE D & HOLLY	
(1) S 1/2 LOT 15	214 S WESTFIELD AVE	MAHANEY CECILIA A ETVIR Cecilia Mahaney	8/3/14
(2) N 1/2 LOT 15	212 S WESTFIELD AVE	COX MARY H ETAL Mary Cox Vera M. Pajares	7/31/14
(2) S 1/2 LOT 16	200 S WESTFIELD AVE	MERRIMAN LIV TR Virginia Merriman	7/31/14
(2) W 184 FEET N1/2 LOT 16	140 S WESTFIELD AVE	DENNIS C & SUSAN D KEETON-MALZAHN Dennis C Malzahn Susan D. Keeton-Malzahn	7/31/14
WESTLINK HEIGHTS ADD.			
(2) W 1/2 LOT 1	9311 W DOUGLAS AVE	WEAST ROGER D ETUX 7.31.14	7/31/14
E 1/2 LOT 1	9301 W DOUGLAS AVE	J TAYLER & MERILEE G ZIMBELMAN	

(2) LOT 2	121 S WESTFIELD AVE	ECK MATHIAS F & PATRICIA S 8/3/14 8/3/14
(2) LOT 3	135 S WESTFIELD AVE	DOUGLAS M & ELEXIA GEAULKNER 7/31/14 7/31/14
(1) LOT 4	151 S WESTFIELD AVE	NIC AHILLMAN 8/5/14
LOT 5	201 S WESTFIELD AVE	MORGAN REACEIL ETAL
(2) LOT 6	215 S WESTFIELD AVE	ECKER WANDA L ETAL 8/6/14 8/6/14
LOT 7	229 S WESTFIELD AVE	BAILEY JAMES C & JULIE A
N 1/2 LOT 8 & N 1/2 E 46 FEET LOT 9 (1)	269 S WESTFIELD AVE	WEBB ANN F ETAL 8/6/14
LOT 14	210 S WESTLINK DR	HARRIS JAMES E II ETAL
(2) LOT 15	200 S WESTLINK DR	FROST BRUCE E & PEGGY S 7/31/14 7/31/14
(2) N 1/2 LOT 16	132 S WESTLINK DR	BOSKEN EUGENE A ETUX 8/3/14 8/3/14
(1) S 1/2 LOT 16	136 S WESTLINK DR	MOHR SHERRI L REVOC TR 7-31-14

LOT 17 EXCEPT N 9 FEET	108 S WESTLINK DR	MCFALL ROBERT LEROY TRUST ETAL& ROBERT L & MAXINE MCFALL:TRUSTE
(1) N 9 FEET LOT 17		SARA E TR FEENEY Sara E Feeney TR 7-31-14
(1) LOT 18	100 S WESTLINK DR	SARA E TR FEENEY Sara E. Feeney TR 7-31-14
ROLLING HILLS COUNTRY CLUB ESTATE ADD.		
(2) LOT 11 BLOCK A	101 N WESTFIELD AVE	GRIFFITHS THOMAS & PATRICIA REV TR Thomas F. Griffiths 7-31-14 Patricia O. Griffiths 7-31-14
(2) LOT 12 BLOCK A	9312 W DOUGLAS AVE	DALLAS & MARITA LIV TR BARRETT 8-3-14 Dallas Barrett Marita L Barrett 8-3-14
LOT 13 BLOCK A	9318 W DOUGLAS AVE	DARIAN LTJADEN
LOT 14 BLOCK A	9324 W DOUGLAS AVE	DERYL K & ANITA J SCHUSTER
(1) LOT 15 BLOCK A	9402 W DOUGLAS AVE	COX VERNA M 8-3-14 Verna M. Cox
LOT 16 BLOCK A	9412 W DOUGLAS ? AVE	LARKIN GEORGE M & CONNIE L LIVING TRUS
LITTLE MATERLY ADD.		
(2) LOT 1	102 S WESTFIELD AVE	ECK MATHIAS F & PATRICIA S 8-3-14 Patricia S. Eck 8-3-14

LOT 2	9221 W DOUGLAS AVE	LA MAR GREGG L & LINDA A ETAL
W 18 FEET LOT 3		LA MAR GREGG L & LINDA A ETAL
LOT 3 EXCEPT W 18 FEET & W 13 FEET LOT 4	9215 W DOUGLAS AVE	DIDLAKE RALPH L & NICKI R
LOT 4 EXCEPT W 13 FEET	9205 W DOUGLAS AVE	MAGERS MARK
LOT 9	134 S WESTFIELD AVE	RON KEITH & KELLY A THOMAS
LOT 10	128 S WESTFIELD AVE	ROBBEN LYNELLE M
LOT 11	122 S WESTFIELD AVE	MCFALL ROBERT LEROY TRUST ETALROBERT L & MAINE C MCFALL: TRUSTE
2 LOT 5	121 S ARCADIA ST	CARL D & BETTY A GORDON 8-3-14 Betty A Gordon 8-3-14
1 LOT 6	125 S ARCADIA ST	COULTER CRAIG A ETUX Yvonne D. Coulter 8-3-14
2 LOT 7	129 S ARCADIA ST	ALLEN STEVEN D ETUX 8-3-14 Carol Allen 8-3-14
1 LOT 8	135 S ARCADIA ST	CASSITY MARGARET L Margaret L. Cassity 8-3-14

EARLINES ADD.		
1 LOT 2	104 N WESTFIELD AVE	SUZANNE L DOLD 8-5-14
DAVES ADD.		
LOT 1	139 S ARCADIA ST	SCHARTZ EUGENE W & NANCY J
2 LOT 2	143 S ARCADIA ST	MARTIN TOM C & GLORIA J 8-3-14 8-3-14
BERLIN ADD.		
1 LOT 4	118 S ARCADIA ST	ALICE F ROBERTS 8-3-14
LOT 5	122 S ARCADIA ST	ARMSTRONG LAWRENCE & KAREN REV LIV TR

AFFIDAVIT

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

Virginia L Merriman
Name

200 S Westfield
Address

316-722-2411
Telephone Number

Sworn to and subscribed before me this 7 day of August, 2014.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Iris Edwards
Deputy City Clerk

132019

First Published in the Wichita Eagle on August 22, 2014

RESOLUTION NO. 14-230

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90639 (WEST OF TYLER, NORTH OF MAPLE)** 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 **WATER DISTRIBUTION SYSTEM NUMBER 448-90639 (WEST OF TYLER, NORTH OF MAPLE)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90639 (west of Tyler, north of Maple).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Fifty Thousand Dollars ($250,000)** exclusive of interest on financing and administrative and financing costs, with **89.5** percent payable by the improvement district, and **10.5** percent payable by the City at-large (anticipated to be paid with water utility revenues). Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **July 31, 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:

WESTFIELD ACRES ADDITION

N 64 FEET W 136 FEET S1/2 LOT 30 (64 LINEAL FEET)
W 136 FEET S1/2 LOT 30 EXCEPT N 64 FEET (64 LINEAL FEET)
N 1/2 OF LOT 14 AND N 1/2 LOT 13 (187.5 LINEAL FEET)
S 1/2 LOT 15 (128.5 LINEAL FEET)
N 1/2 LOT 15 (128.5 LINEAL FEET)
S 1/2 LOT 16 (128.5 LINEAL FEET)
W 184 FEET N1/2 LOT 16 (128.5 LINEAL FEET)

WESTLINK HEIGHTS ADDITION

W 1/2 LOT 1 (142 LINEAL FEET)
E 1/2 LOT 1 (140 LINEAL FEET)
LOTS 2 THROUGH 7 (140 LINEAL FEET PER LOT)
N 1/2 LOT 8 AND N 1/2 E 46 FEET LOT 9 (140 LINEAL FEET)
LOTS 14 THROUGH 15 (140 LINEAL FEET PER LOT)
N 1/2 LOT 16 (70 LINEAL FEET)
S 1/2 LOT 16 (70 LINEAL FEET)
LOT 17 EXCEPT N 9 FEET (131 LINEAL FEET)
N 9 FEET LOT 17 (9 LINEAL FEET)
LOT 18 (140 LINEAL FEET)

ROLLING HILLS COUNTRY CLUB ESTATE ADDITION
LOT 11 BLOCK A (140 LINEAL FEET)
LOTS 12 THROUGH 14 BLOCK A (90 LINEAL FEET PER LOT)
LOT 15 BLOCK A (84.56 LINEAL FEET)
LOT 16 BLOCK A (127.47 LINEAL FEET)

LITTLE MATHERLY ADDITION
LOT 1 (124 LINEAL FEET)
LOT 2 (65 LINEAL FEET)
W 18 FEET LOT 3 (18 LINEAL FEET)
LOT 3 EXCEPT W 18 FEET AND W 13 FEET LOT 4 (60 LINEAL FEET)
LOT 4 EXCEPT W 13 FEET (62.55 LINEAL FEET)
LOTS 5 THROUGH 6 (66 LINEAL FEET PER LOT)
LOTS 7 THROUGH 10 (62.5 LINEAL FEET PER LOT)
LOT 11 (132 LINEAL FEET)

EARLINES ADDITION
LOT 2 (80 LINEAL FEET)

DAVES ADDITION
LOT 1 (64 LINEAL FEET)
LOT 2 (64.5 LINEAL FEET)

BERLIN ADDITION
LOTS 4 THROUGH 5 (72 LINEAL FEET PER LOT)

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 an adjusted **front foot** basis with the lineal feet to be assessed for each lot as shown in Section 3 above.

Where the ownership of a single lot or tract 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.

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

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

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

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 19th day of August, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE, INTERIM
DIRECTOR OF LAW AND CITY ATTORNEY

(Published in ***The Wichita Eagle***, on August 22, 2014.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 14-238, duly adopted August 19, 2014, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Improve Water Distribution System for Westfield/Westlink/Arcadia 448-90639

(the "Project") at an estimated cost, including related design and engineering expenses of $250,000 with 89.5 percent being payable from the special district and 10.5 percent payable from Wichita Water. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after July 31, 2014.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $35,200 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on August 19, 2014.

_____
/s/ Carl Brewer, Mayor

ATTEST:

_____
/s/ Karen Sublett, City Clerk

Gilmore & Bell, P.C.
10/09/2013

RESOLUTION NO. 14-238

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

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

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

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

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

Improve Water Distribution System for Westfield/Westlink/Arcadia 448-90639

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

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $250,000 with 89.5 percent being payable from the special district and 10.5 percent payable from Wichita Water. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after July 31, 2014. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $35,200 in order to pay all or a portion of the costs of the Project and related reserves, interest on

financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

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

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

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

(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
August 19, 2014

TO: Mayor and City Council

SUBJECT: Request for Proposals and Selection Committee Assessment

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Approve the Ordinance amending certain sections of the City Code and Charter Ordinance No. 222.

Background: The Hugo Wall School of Public Affairs, Wichita State University, conducted a Request for Proposals (RFP) and Selection Committee assessment which was completed earlier this year. The assessment included the following: interviews with City staff and external focus groups; testing based on random sampling to determine the consistency of processes, compliance with purchasing policies and administrative regulations; and an evaluation of whether purchasing practices facilitated expected outcomes. The assessment also included information regarding findings, recommendations, and benchmarking information for other communities.

City staff, including representatives from the City Manager's Office, Finance, Law and Public Works and Utilities Departments prepared responses to the findings and recommendations identified as a result of the assessment performed by the Hugo Wall School. A presentation was made at the City Council workshop on March 25, 2014 by a representative of the Hugo Wall School and the Purchasing Manager communicating the results of the assessment, recommendations, and the proposed responses to the assessment recommendations. Planned implementation of the responses to the recommendations has been finalized. Some of the planned improvements pertain to improvements to RFP development, changes to RFP and purchasing thresholds, revisions to change order provisions, improved communication to elected officials and other interested parties, utilization of customized evaluation criteria for RFPs, enhance training efforts, blanket services rotation, identifying additional opportunities for blanket service contracts and post project evaluation.

Analysis: Several of the recommendations made in the RFP and Selection Committee assessment report prepared by the Hugo Wall School require amendments to existing ordinances related to purchasing and contracting authority. These recommended changes were communicated to the City Council during the March 25, 2014 workshop. Accordingly, ordinances have been prepared to amend Sections 2.04.060, 2.04.090, 2.64.010, 2.64.020, 2.64.040 and 10.12.180 of the City Code and Charter Ordinance No. 222 pertaining to purchasing and contracting authority. In response to the assessment recommendations, proposed amendments to purchasing Ordinances include the following:

- Increases purchasing authority levels for the City Manager and Purchasing Manager from $25,000 to $50,000;
- Provides authority for the Purchasing Manager to negotiate extensions from competitive bids;
- Permits the pre-qualification of vendors; and
- Provides for default authority for staff regarding change orders.

Financial Considerations: The proposed Ordinance changes are not expected to result in any changes to the City's approved budgeted expenditures.

Legal Considerations: The Ordinances have been prepared, reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Ordinance amending sections 2.04.060, 2.04.090, 2.64.010, 2.64.020, 2.64.040 and 10.12.180 of the City Code and Charter Ordinance No. 222 and place on first reading the Ordinance and Charter Ordinance No. 222.

Attachments: Ordinance amending Sections 2.04.060, 2.04.090, 2.64.010, 2.64.020, 2.64.040 and 10.12.180 of the City Code
Charter Ordinance No. 222

First Published in The Wichita Eagle on _____, 2014

DELINEATED DATE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 2.04.060, 2.04.090, 2.64.010, 2.64.020, 2.64.040, AND 10.12.180 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO AUTHORIZED CONTRACTING AUTHORITY OF STAFF AND REPEALING THE ORIGINALS OF SAID SECTIONS.

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

Section 1. Section 2.04.060 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

Sec. 2.04.060. Employment of professional services.

Employment of professional services, such as furnished by appraisers, accountants, architects, lawyers, realtors, engineers and others of similar professions, shall be authorized by appropriate action of the majority ~~(four)~~ of the city council members, or by the city manager when ~~such authority is granted by an administrative policy of the city which has been approved by the city council~~*the contract for services is equal to or less than fifty thousand dollars ($50,000)*. Selection *by the city council* for employment shall be made from responses of qualified persons or firms interested in employment by the city. All selections by the city council members shall be by majority vote after recommendation by the city manager with respect to demonstrated competence and qualification for the type of services required at fair and reasonable prices, with a strong emphasis on qualifications, skills, expertise, and experience, provided, that the city council may designate itself to serve as the selection committee on projects of wide public interest.

Section 2. Section 2.04.090 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

Sec. 2.04.090. – Approval of expenditures.

(a) The city council shall approve all contracts for public improvements and purchases in excess of ~~twenty-five~~*fifty* thousand dollars and all transfers of funds in excess of ~~twenty-five~~*fifty* thousand dollars, in addition to such regular budget approvals as may be required by law; provided, however, that the approval of a majority of the council ~~(four)~~ shall be required to overrule a recommendation of

the city manager or to exercise approval in those cases where action by city ordinances is required.

(b) No individual council member shall incur any expense by travel or otherwise for the city except at the direction of a majority of a quorum of the council. Such approval shall be obtained prior to incurring the expense, except for the following circumstance: expenses totaling ~~three~~*five* hundred dollars or less which may be incurred if (1) funds for such expenditure are available in the adopted budget and (2) such council member notifies the council prior to the expenditure of the intended expense.

Section 3. Section 2.64.010 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

Sec. 2.64.010. – Purchasing manager's duties and authority to contract.

The city purchasing manager shall purchase all supplies, equipment and materials for the city and every department thereof, and shall keep a true and accurate account of all purchases so made. Further, the purchasing manager shall have the authority to enter into contracts and agreements for supplies, services, materials and equipment where the contract sum does not exceed ~~twenty five~~*fifty* thousand dollars. The purchasing manager shall have the additional authority to enter into contracts and agreements as shall be specifically granted by the governing body.

Section 4. Section 2.64.020 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

Sec. 2.64.020. – Public bidding required.

The city purchasing manager shall advertise for bids in the official city newspaper for all purchases which exceed the sum of ~~twenty five~~*fifty* thousand dollars. The ~~twenty five~~*fifty* thousand dollar bidding limitation shall apply to all except the following purchases which may be negotiated by the city purchasing manager:

(a) Emergencies. Sanitary or storm sewer stoppages or breaks, water line breaks, gas line breaks, street repairs resulting from such stoppages or breaks, and other emergencies as designated and approved by the city manager;

(b) Sole Source of Supply. When material, supplies or services to be purchased are available from only one person, firm, original manufacturer or local franchised dealer. This includes major equipment repairs or other existing equipment where parts are only available from the original manufacturer or local franchised dealer;

(c) Public Exigency. In those instances when public exigency will not permit the delay incident to advertising as determined and approval by the city manager;

(d) No Bids Received. In those instances when no bids have been received after formal advertising, the purchasing manager is authorized to negotiate those purchases subject to ratification and approval by the governing body;

(e) Price Established by Law. The purchasing manager is authorized to enter into contracts for material, supplies or services where the prices are established by law;

(f) Resale Items. The purchasing manager is authorized to negotiate purchases for material, supplies or services for resale to the public;

(g) High Technology Items. The purchasing manager is authorized to negotiate purchases of high technology items subject to ratification and approval by the governing body;

(h) Insurance. The purchasing manager is authorized to negotiate the purchase of all insurance coverages subject to ratification and approval by the governing body;

(i) Service Agreements for Major Equipment. The purchasing manager is authorized to negotiate service agreements for major equipment maintenance with the manufacturer or an authorized service agency;

(j) Intergovernmental Cooperative Contracts and Agreements. The purchasing manager is authorized to purchase supplies, services and equipment from contracts and agreements of other governmental entities which have been awarded, subject to public bidding and approved by the proper governmental entities authority;

(k) Security Matters. The purchasing manager is authorized to enter into contracts for material, supplies or services related to the security of city-owned facilities, city personnel, city-owned property or the general public.

(l) Kansas State Use Catalog. The Purchasing Manager is authorized to purchase supplies, services and equipment from the Kansas State Use Catalog and will determine when products meets City requirements, are comparable in quality, and are offered at a fair and reasonable price.

(m) Extensions from Competitive Bids. The purchasing manager is authorized to purchase additional construction services at agreed unit cost prices using unexpended funds from within the appropriate departmental budget,

to the extent that such unit pricing was previously established by competitive bidding. Such extensions may be done either during or a reasonable time after the administration of the contract establishing the applicable unit cost prices, and in either case shall be considered new contracts, and not change orders.

Section 5. Section 2.64.040 is hereby created to read as follows:

Sec. 2.64.040. – Pre-qualification of vendors.

For any or all projects, the purchasing manager may implement a requirement for pre-bid qualification of bidders, setting standards that bidders must meet and maintain to be eligible to bid on City public improvement projects. In lieu of adopting an independent pre-bid qualification policy, the purchasing manager may utilize the pre-bid qualification standards and list of pre-qualified bidders used by any federal or state of Kansas agency or any other Kansas municipality. If a pre-bid qualification requirement is established, then the City shall not accept bids from bidders who do not meet the pre-bid qualification standards designated in the bid documents.

Section 6. Section 10.12.180 is hereby amended to read as follows:

Sec. 10.12.180. Same—Failure of owner to construct after notice; estimate of cost to be made; work to be let by contract ~~to lowest bidder~~; costs.

If the sidewalk is not constructed as required by the preceding section, within thirty days, unless a longer time is granted by the city council, then the city council shall order such sidewalk to be constructed as hereinafter prescribed. An estimate of the cost thereof shall first be made under oath by the city engineer and submitted to the ~~city council. Sealed proposals for the construction of such sidewalks shall be invited by the city clerk by an advertisement published in the official city paper. The city council shall let the work by contract to the lowest bidder, if the bid is within the estimate.~~ *purchasing manager, who shall proceed with letting the contracts as provided in City Code Chapter 2.64.*

The cost of constructing such sidewalk shall be assessed against the owner of the abutting property and the assessment levied against such property as provided by law.

SECTION 2. The original Sections 2.64.060, 2.04.090, 2.64.010, 2.64.020, 2.64.040, and 10.12.180 of the Code of the City of Wichita, Kansas shall be repealed in their entirety.

SECTION 3. This ordinance shall take effect upon its passage and publication twice in the official city paper.

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

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Sharon L. Dickgrafe
Interim Director of Law and City Attorney

First Published in The Wichita Eagle on August 29, 2014 and September 5, 2014

ORDINANCE NO. 49-816

AN ORDINANCE AMENDING SECTIONS 2.04.060, 2.04.090, 2.64.010, 2.64.020, 2.64.040, AND 10.12.180 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO AUTHORIZED CONTRACTING AUTHORITY OF STAFF AND REPEALING THE ORIGINALS OF SAID SECTIONS.

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

Section 1. Section 2.04.060 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

Sec. 2.04.060. Employment of professional services.

Employment of professional services, such as furnished by appraisers, accountants, architects, lawyers, realtors, engineers and others of similar professions, shall be authorized by appropriate action of the majority of the city council members, or by the city manager when the contract for services is equal to or less than fifty thousand dollars ($50,000). Selection by the city council for employment shall be made from responses of qualified persons or firms interested in employment by the city. All selections by the city council members shall be by majority vote after recommendation by the city manager with respect to demonstrated competence and qualification for the type of services required at fair and reasonable prices, with a strong emphasis on qualifications, skills, expertise, and experience, provided, that the city council may designate itself to serve as the selection committee on projects of wide public interest.

Section 2. Section 2.04.090 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

Sec. 2.04.090. – Approval of expenditures.

(a) The city council shall approve all contracts for public improvements and purchases in excess of fifty thousand dollars and all transfers of funds in excess of fifty thousand dollars, in addition to such regular budget approvals as may be required by law; provided, however, that the approval of a majority of the council shall be required to overrule a recommendation of the city manager or to exercise approval in those cases where action by city ordinances is required.

(b) No individual council member shall incur any expense by travel or otherwise for the city except at the direction of a majority of a quorum of the council. Such approval shall be obtained prior to incurring the expense, except for the following circumstance: expenses totaling five hundred dollars or less which may be incurred if (1) funds for such expenditure are available in the adopted budget and (2) such council member notifies the council prior to the expenditure of the intended expense.

Section 3. Section 2.64.010 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

Sec. 2.64.010. – Purchasing manager's duties and authority to contract.

The city purchasing manager shall purchase all supplies, equipment and materials for the city and every department thereof, and shall keep a true and accurate account of all purchases so made. Further, the purchasing manager shall have the authority to enter into contracts and agreements for supplies, services, materials and equipment where the contract sum does not exceed fifty thousand dollars. The purchasing manager shall have the additional authority to enter into contracts and agreements as shall be specifically granted by the governing body.

Section 4. Section 2.64.020 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

Sec. 2.64.020. – Public bidding required.

The city purchasing manager shall advertise for bids in the official city newspaper for all purchases which exceed the sum of fifty thousand dollars. The fifty thousand dollar bidding limitation shall apply to all except the following purchases which may be negotiated by the city purchasing manager:

(a) Emergencies. Sanitary or storm sewer stoppages or breaks, water line breaks, gas line breaks, street repairs resulting from such stoppages or breaks, and other emergencies as designated and approved by the city manager;

(b) Sole Source of Supply. When material, supplies or services to be purchased are available from only one person, firm, original manufacturer or local franchised dealer. This includes major equipment repairs or other existing equipment where parts are only available from the original manufacturer or local franchised dealer;

(c) Public Exigency. In those instances when public exigency will not permit the delay incident to advertising as determined and approval by the city manager;

(d) No Bids Received. In those instances when no bids have been received after formal advertising, the purchasing manager is authorized to negotiate those purchases subject to ratification and approval by the governing body;

(e) Price Established by Law. The purchasing manager is authorized to enter into contracts for material, supplies or services where the prices are established by law;

(f) Resale Items. The purchasing manager is authorized to negotiate purchases for material, supplies or services for resale to the public;

(g) High Technology Items. The purchasing manager is authorized to negotiate purchases of high technology items subject to ratification and approval by the governing body;

(h) Insurance. The purchasing manager is authorized to negotiate the purchase of all insurance coverages subject to ratification and approval by the governing body;

(i) Service Agreements for Major Equipment. The purchasing manager is authorized to negotiate service agreements for major equipment maintenance with the manufacturer or an authorized service agency;

(j) Intergovernmental Cooperative Contracts and Agreements. The purchasing manager is authorized to purchase supplies, services and equipment from contracts and agreements of other governmental entities which have been awarded, subject to public bidding and approved by the proper governmental entities authority;

(k) Security Matters. The purchasing manager is authorized to enter into contracts for material, supplies or services related to the security of city-owned facilities, city personnel, city-owned property or the general public.

(l) Kansas State Use Catalog. The Purchasing Manager is authorized to purchase supplies, services and equipment from the Kansas State Use Catalog and will determine when products meets City requirements, are comparable in quality, and are offered at a fair and reasonable price.

(m) Extensions from Competitive Bids. The purchasing manager is authorized to purchase additional construction services at agreed unit cost prices using unexpended funds from within the appropriate departmental budget, to the extent that such unit pricing was previously established by competitive bidding. Such extensions may be done either during or a reasonable time after the administration of the contract establishing the

applicable unit cost prices, and in either case shall be considered new contracts, and not change orders.

Section 5. Section 2.64.040 is hereby created to read as follows:

Sec. 2.64.040. – Pre-qualification of vendors.

For any or all projects, the purchasing manager may implement a requirement for pre-bid qualification of bidders, setting standards that bidders must meet and maintain to be eligible to bid on City public improvement projects. In lieu of adopting an independent pre-bid qualification policy, the purchasing manager may utilize the pre-bid qualification standards and list of pre-qualified bidders used by any federal or state of Kansas agency or any other Kansas municipality. If a pre-bid qualification requirement is established, then the City shall not accept bids from bidders who do not meet the pre-bid qualification standards designated in the bid documents.

Section 6. Section 10.12.180 is hereby amended to read as follows:

Sec. 10.12.180. Same—Failure of owner to construct after notice; estimate of cost to be made; work to be let by contract; costs.

If the sidewalk is not constructed as required by the preceding section, within thirty days, unless a longer time is granted by the city council, then the city council shall order such sidewalk to be constructed as hereinafter prescribed. An estimate of the cost thereof shall first be made under oath by the city engineer and submitted to the purchasing manager, who shall proceed with letting the contracts as provided in City Code Chapter 2.64.

The cost of constructing such sidewalk shall be assessed against the owner of the abutting property and the assessment levied against such property as provided by law.

SECTION 2. The original Sections 2.64.060, 2.04.090, 2.64.010, 2.64.020, 2.64.040, and 10.12.180 of the Code of the City of Wichita, Kansas shall be repealed in their entirety.

SECTION 3. This ordinance shall take effect upon its passage and publication twice in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of August, 2014.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Sharon L. Dickgrafe
Interim Director of Law and City Attorney

First Published in The Wichita Eagle on _____, 2014

DELINEATED DATE

CHARTER ORDINANCE NO. 222

A CHARTER ORDINANCE AMENDING SECTION 1 OF CHARTER ORDINANCE NO. 198 PERTAINING TO THE METHODS OF BUILDING PUBLIC IMPROVEMENT PROJECTS, AND REPEALING THE ORIGINAL OF SECTION 1 OF CHARTER ORDINANCE 198.

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

SECTION 1. Section 1 of Charter Ordinance No. 198 is amended to read as follows:

"Requirements — Public Improvements. (A) Before the construction or reconstruction of any sidewalk, curb, gutter, bridge, pavement, sewer or the public improvement of any street, highway, public grounds, or public building or facility, or any other kind of public improvement in the City of Wichita is commenced or ordered by the governing body, or by the governing body of any Board, Authority, or other agency of the City which is granted the authority to make public improvements by the statutes of the State of Kansas, or under their authority, a detailed estimate of the cost of the improvements shall be made under oath by the City Engineer (*or some other competent and credentialed city staff* person, ~~appointed for such purposes by the governing body~~). Such estimate shall be submitted to the appropriate governing body for its action thereon. In all cases where the estimated cost of the contemplated building, facility or other improvement amounts to more than ~~Twenty Five~~*Fifty* Thousand Dollars ($~~25~~*50*,000.00), the governing body of the City, Board, Authority, or other agency of the City shall by a resolution determine whether the work can best be accomplished by the City forces or by contract. If the work is to be done by other than City forces, sealed proposals for the improvements shall be invited by advertisement, published by the City or any Board, Authority or other agency of the City once in the official City paper. The appropriate governing body shall thereafter let all such work by contract to the lowest *responsive and* responsible bidder, if there is any whose bid does not exceed the estimate; provided that the appropriate governing body, in lieu of awarding the bid to the lowest *responsive and* responsible bidder, may reject all bids submitted. If all bids submitted exceed the estimated cost, the governing body may reject all bids or may ~~negotiate with any bidder who has submitted a responsive bid, beginning with negotiations with the bidder who has submitted the lowest bid and continuing with the next lowest bidder and so on, and if any such bidder agrees to perform the contract work for the estimated cost may enter into a~~

~~contract with such bidder~~ *accept the bid and contract with the lowest responsive and responsible bidder exceeding the engineer's estimate, if the governing body finds that course of action to be in the best interest of the City*.

(B) If the governing body rejects all *responsive and responsible* bids submitted *or chooses to not enter into a contract at the lowest price exceeding the engineer's estimate*, the same proceedings as before shall be repeated. Thereafter, if no *responsive and* responsible bid is received, the governing body shall have power to make the improvements within the estimated cost thereof and shall further have the power to purchase the necessary tools, machinery, apparatus, and materials; employ the necessary labor; and construct the necessary plant or plants for the purpose of carrying into effect the provisions of this act.

(C) The City Council may adopt by resolution a pre-bid qualification policy for bidders that sets standards that bidders must meet and maintain to be eligible to bid on City public improvement projects. If a pre-bid qualification policy is established, then the City shall not accept bids from bidders who do not meet pre-bid qualification standards that have been set for the public improvement project being bid. *The City Council may adopt by ordinance the pre-qualification standards used by any federal or state of Kansas agency, or those of any other Kansas municipality for standard or elective application to City projects, or may authorize staff to establish independent pre-bid qualification standards.*

(D) The City Council may also adopt by resolution a policy on change orders. If a change order policy is adopted then change orders exceeding ~~twenty five~~*fifty* thousand dollars ($~~25~~*50*,000.00), shall be exempt from bid requirements *and separate City Council approval* set forth herein, *up to the authority limit pre-approved by City Council resolution*. A policy that exempts bid requirements *and separate City Council approval* shall apply only to change orders that arise from unforeseen conditions that are discovered after bids are let and shall apply only to change orders that do not expand the scope of work to be performed under the original contract. A change order policy shall *set a default authority level for staff on change orders exceeding fifty thousand dollars ($50,000) at ten percent (10%) of the original bid, but may allow City Council to set a staff authority level for change orders on any specific project at either a lesser or greater ratio to* the original bid.

(E) This section should not be construed to include any repair or maintenance work not amounting to substantial alteration, addition or change to any structure street or facility. 'Public improvement' as used herein shall not include the making of repairs or the maintenance of any building, street, sidewalk or other public facility in the City by employees of the City of a Board, Authority, or other agency of the City and shall not

include the making of any expenditures from the City, Board, Authority, or other agency of the City for such purposes."

SECTION 2. The original of Section 1 of Charter Ordinance No. 198 of the City of Wichita, Kansas is hereby repealed.

SECTION 3. This Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

SECTION 4. This is a charter ordinance and shall take effect sixty-one days after final publication unless sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members-elect voting in favor thereof, this _____ day of _____, 2014.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe
Interim Director of Law and City Attorney

First Published in The Wichita Eagle on August 29 and September 5, 2014

CHARTER ORDINANCE NO. 222

A CHARTER ORDINANCE AMENDING SECTION 1 OF CHARTER ORDINANCE NO. 198 PERTAINING TO THE METHODS OF BUILDING PUBLIC IMPROVEMENT PROJECTS, AND REPEALING THE ORIGINAL OF SECTION 1 OF CHARTER ORDINANCE 198.

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

SECTION 1. Section 1 of Charter Ordinance No. 198 is amended to read as follows:

"Requirements — Public Improvements. (A) Before the construction or reconstruction of any sidewalk, curb, gutter, bridge, pavement, sewer or the public improvement of any street, highway, public grounds, or public building or facility, or any other kind of public improvement in the City of Wichita is commenced or ordered by the governing body, or by the governing body of any Board, Authority, or other agency of the City which is granted the authority to make public improvements by the statutes of the State of Kansas, or under their authority, a detailed estimate of the cost of the improvements shall be made under oath by the City Engineer (or some other competent and credentialed city staff person). Such estimate shall be submitted to the appropriate governing body for its action thereon. In all cases where the estimated cost of the contemplated building, facility or other improvement amounts to more than Fifty Thousand Dollars ($50,000.00), the governing body of the City, Board, Authority, or other agency of the City shall by a resolution determine whether the work can best be accomplished by the City forces or by contract. If the work is to be done by other than City forces, sealed proposals for the improvements shall be invited by advertisement, published by the City or any Board, Authority or other agency of the City once in the official City paper. The appropriate governing body shall thereafter let all such work by contract to the lowest responsive and responsible bidder, if there is any whose bid does not exceed the estimate; provided that the appropriate governing body, in lieu of awarding the bid to the lowest responsive and responsible bidder, may reject all bids submitted. If all bids submitted exceed the estimated cost, the governing body may reject all bids or may accept the bid and contract with the lowest responsive and responsible bidder exceeding the engineer's estimate, if the governing body finds that course of action to be in the best interest of the City.

(B) If the governing body rejects all responsive and responsible bids submitted or chooses to not enter into a contract at the lowest price exceeding the engineer's estimate, the same proceedings as before shall be repeated. Thereafter, if no responsive and responsible bid is received, the governing body shall have power to make the improvements within the estimated cost thereof and shall further have the power to purchase the necessary tools, machinery, apparatus, and materials; employ the necessary labor; and construct the necessary plant or plants for the purpose of carrying into effect the provisions of this act.

(C) The City Council may adopt by resolution a pre-bid qualification policy for bidders that sets standards that bidders must meet and maintain to be eligible to bid on City public improvement projects. If a pre-bid qualification policy is established, then the City shall not accept bids from bidders who do not meet pre-bid qualification standards that have been set for the public improvement project being bid. The City Council may adopt by ordinance the pre-qualification standards used by any federal or state of Kansas agency, or those of any other Kansas municipality for standard or elective application to City projects, or may authorize staff to establish independent pre-bid qualification standards.

(D) The City Council may also adopt by resolution a policy on change orders. If a change order policy is adopted then change orders exceeding fifty thousand dollars ($50,000.00), shall be exempt from bid requirements and separate City Council approval set forth herein, up to the authority limit pre-approved by City Council resolution. A policy that exempts bid requirements and separate City Council approval shall apply only to change orders that arise from unforeseen conditions that are discovered after bids are let and shall apply only to change orders that do not expand the scope of work to be performed under the original contract. A change order policy shall set a default authority level for staff on change orders exceeding fifty thousand dollars ($50,000) at ten percent (10%) of the original bid, but may allow City Council to set a staff authority level for change orders on any specific project at either a lesser or greater ratio to the original bid.

(E) This section should not be construed to include any repair or maintenance work not amounting to substantial alteration, addition or change to any structure, street or facility. 'Public improvement' as used herein shall not include the making of repairs or the maintenance of any building, street, sidewalk or other public facility in the City by employees of the City, of a Board, Authority, or other agency of the City and shall not include the making of any expenditures from the City, Board, Authority, or other agency of the City for such purposes."

SECTION 2. The original of Section 1 of Charter Ordinance No. 198 of the City of Wichita, Kansas is hereby repealed.

SECTION 3. This Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

SECTION 4. This is a charter ordinance and shall take effect sixty-one days after final publication unless sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members-elect voting in favor thereof, this 26th day of August, 2014.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe
Interim Director of Law and City Attorney

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Quarterly Financial Report for the Quarter Ended June 30, 2014

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the Quarterly Financial Report.

Background: The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's website. Citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise, internal service and pension trust funds, consistent with generally accepted accounting principles. The Quarterly Financial Report may not reflect all the transactions and adjustments that relate to activities through June 30, 2014.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Supplementary information, including information on the performance of invested funds, capital projects currently underway, and a quarterly summary of disadvantaged and emerging business activity is presented in the final section of this report.

Financial Considerations: The Director of Finance will provide a financial overview at the City Council meeting.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended June 30, 2014.

Attachment: Quarterly Financial Report

City of Wichita
City Council Meeting
August 19, 2014

TO: Wichita Airport Authority

SUBJECT: Change Order No. 19 – New Terminal Program
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Non-Consent)

Recommendation: Approve the change order.

Background: On July 17, 2012, the Wichita Airport Authority (WAA) approved a construction contract with Key-Walbridge to build the new airline terminal as part of the Air Capital Terminal 3 (ACT 3) program at Mid-Continent Airport. The new terminal is expected to open in spring 2015.

Analysis: This change order includes: items required for construction due to field conditions or contractor coordination; tenant requests for changes in rentable leasehold spaces; changes due to governmental code modifications since design occurred; and changes that were planned and programmed for this phase of the project. Several specific types of changes are noted below:

- A number of items needed to be changed in order for work to proceed without delay to the program. This includes items where modifications were necessary due to unforeseen conditions because of conflicts between building equipment and other elements, and work by various contractors that necessitated field coordination.

- The design of the new terminal contains a space on the second floor post-security concourse area that was planned for the build-out of concessions customer service shops. This area was not included in the original construction contract pending the selection of the concessionaires and the space requirements needed. Analysis by the WAA's concessions planners, staff, and concessionaires for the use of this space determined that constructing approximately an area of 1,900 square feet would yield the most cost-effective space. By building this area, it will create additional leasable commercial space for both retail and food/beverage concessions that will increase the WAA's anticipated revenue per passenger.

- The IT/Communication project replaces the campus-wide airport security and surveillance system and provides for new control consoles in the dispatch control center of the Airport Police & Fire Headquarters Building. During the transition, the existing airport security monitoring console is required to remain completely functional until the new system is fully operational. Renovations to the building space are required in order to synchronize the new security systems.

- Modifications were required to the airline ticket counters and terminal front sidewalk and roadway to meet the latest Americans with Disabilities Act (ADA) codes. Due to the build-to-suit nature of this building, changes made at the request of the airlines to the layout of the leased tenant spaces require modifications to the project.

- The design and procurement of the parking and rental car facilities project occurred after the award of the terminal building construction contract. Part of the terminal construction work is to

complete the public roadways, the median, and the commercial ground transportation vehicle lanes between the two buildings within specific limits. The eastern limits of this work needs to be coordinated with the parking contractor's work so as to include a smooth transition to existing pavement in front of the current terminal.

A change order has been prepared for the cost of the additional work. The items included in this change order were reviewed and approved by the Wichita Airport Advisory Board Change Order Review Committee on July 24, 2014.

Financial Considerations: The total cost of the additional work is a not to exceed amount of $2,715,106. Funding is available within the project budget. The original contract amount is $101,500,542. This change order represents 2.67% of the original contract amount.

Legal Considerations: The Law Department has reviewed and approved the change order as to form. The cumulative change order amount is approximately 5.7% of the original contract amount, which is within the 25% of original contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the Wichita Airport Authority approve Change Order No. 19 and authorize the necessary signatures.

Attachments: Change Order No. 19.

WICHITA MID-CONTINENT AIRPORT

CHANGE ORDER (CO)

Change Order No.: 019

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

Date: 8/5/2014
To (Contractor): Key Walbridge Joint Venture

THE CONTRACT IS CHANGED AS FOLLOWS:

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

List applicable CR #, PCO #, CD # etc.	Description	Amount
032R2, 076R, 084, 097, 098, 130R, 132SI, 134R, 135, 136, 139, 140, 145SI, 156, 158, 163R, 164R2, 164SI, 166, 168, 169SI, 170SI, 174, 175, 176SI	SEE ATTACHED DOCUMENTATION	2,715,106.00
	Total:	2,715,106.00

Original Contract Award Sum:	$101,500,542.00	
Net Change by Previous authorized Change Orders:	$3,108,020.00	
Total Contract Sum Prior to this Change Order:	$104,608,562.00	
Net increase/decrease in Contract Sum this Change Order:	$2,715,106.00	
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER:	**$107,323,668.00**	
Original Contract Time :	860	Days
Current Contract Time :	874	Days
This Change time add / deduct :	0	Days
Adjusted Contract Time :	**874**	Days

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

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

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

ACCEPTED BY CONTRACTOR - Josh Kippenberger	8-5-14 DATE
RESIDENT ENGINEER APPROVAL - James Armour, P.E.	8-05-2014 DATE
PROGRAM MANAGER APPROVAL - Patrick McCollom, P.E.	Deidra Clark for Patrick McCollom P.E. 8-5-2014 DATE
DIRECTOR OF AIRPORTS APPROVAL - Victor White	8/5/14 DATE
INTERIM DIRECTOR OF LAW, APPROVAL AS TO FORM - Sharon Dickgrafe	Sharon L Dickgrafe / gmw 8/5/14 DATE
MAYOR APPROVAL - Carl Brewer	DATE
CITY CLERK ATTEST	DATE

CHANGE ORDER (CO)

Change Order No.: 019

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

Date: 8/5/2014
To (Contractor): Key Walbridge Joint Venture

THE CONTRACT IS CHANGED AS FOLLOWS:

List applicable CR #, PCO #, CD # etc.	Description	Amount
032R2	Extend east limits of concrete pavement on Terminal Road; repair cracked panels; and add handicap accessible drop-offs to meet newest ADA requirements.	$134,179
076R	Install recessed access flooring in lieu of Walker ducts.	$27,194
084	Provide steel bracing for toilet partition supports.	$48,662
097	Landscape revision to change plant material and add concrete strip for lights.	$2,628
098	Provide additional access panels to the variable air volume (VAV) units above GFRG ceiling.	$13,312
130R	Modifications to Police & Fire Safety Building to accommodate the new Terminal Security Monitoring System while maintaining current security system.	$244,044
132SI	Door revisions (added security system to numerous doors).	$24,890
134R	Install pile caps and pedestals for the pedestrian crosswalk canopy between the Parking Garage and Terminal.	$99,120
135	Provide network connections for Historical Art Pylons.	$3,969
136	Provide interchangeable core locks for doors.	$0
139	Baggage handling system revisions specific to Checked Baggage Resolutions Area (CBRA).	$7,747
140	Parapet wall height changes	$4,350
145SI	East data center cabinet and tray layout revisions	$12,230
156	Modifications to entrance at passenger screening area; install a side glass panel with a glass passage door and revise OH coiling door width.This amount is an Allowance as plan revisions are not yet complete.	$45,000
158	Modifications to Airline ticket counter cabinets to meet latest ADA regulations.	$94,643
163R	Add valves to domestic water supply lines and gas lines to minimize future shutdown areas.	$19,778
164R2	Concession shell revisions and/or additions.	$1,541,253

CHANGE ORDER (CO)

Change Order No.: 019

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

Date: 8/5/2014
To (Contractor): Key Walbridge Joint Venture

THE CONTRACT IS CHANGED AS FOLLOWS:

164 SI	System Integrator changes in concession shell.	$33,176
166	Additional header framing in Sectors 09, 10, and 11 and modified duct work at Column E30.	$8,479
168	Revisions to Airline tenant spaces, per airline's request.	$225,777
169 SI	Add 2 EVIDs monitors	$5,671
170 SI	Add computer cabinets G & H in West Data Center.	$40,439
174	Provide separate power to condensers at CRAC units	$15,962
175	Electrical changes to EDC & 1761 Airport Road - IT Room	$17,896
176SI	Add outside plant communications cabling to Parking Garage and 1761 Airport Road - Access Control to telecom room door.	$44,707
		$2,715,106

City of Wichita
City Council Meeting
August 19, 2014

TO: Wichita Airport Authority

SUBJECT: Air Capital Terminal 3 (ACT 3)
Supplemental Agreement No. 24, Terminal Design Amendments
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Non-Consent)

Recommendation: Approve the supplemental agreement.

Background: The Air Capital Terminal 3 program (ACT 3) is identified in the Airport Capital Improvement Program (CIP). In 2005, HNTB Corporation (HNTB) was selected through the Staff Screening Process as the design team to plan, integrate, and sequence on a campus-wide basis various related elements of the overall terminal area redevelopment program. The intent and practice has been that supplemental agreements would be entered into each time a new project element was added. Utilizing HNTB for these elements ensures consistency and efficiencies between complex and related program components regardless of the funding source.

Analysis: A supplemental agreement has been developed for engineering and architectural services for the following eight items which were planned and anticipated for this phase of the project:

1. Battelle Testing – Coordinate, support, and witness Transportation Security Administration (TSA) required testing to certify the new Inline Explosives Detection Baggage Handling System (BHS) for operation. TSA has updated the BHS testing requirements over the years and this testing certifies compliance with the most recent requirements.

2. History of Aviation Exhibits – Complete the new terminal's History of Aviation Exhibits. This includes finalizing the content of the 14 graphic displays located on the mezzanine and to complete the two videos broadcast from these exhibits. This work was planned to be implemented late in the project in order to capture the latest technology and to ensure coordination with the top management of the local aircraft manufacturers.

3. Concourse Modifications – During the design of the additional second floor concession space, other space planning enhancements were identified. These enhancements included reducing construction impacts when implementing the design, relocating the business center and children's play area, adding concession offices, and adding additional revenue-producing food and beverage and retail concessions spaces. These modifications were included in the recently awarded Food and Beverage Concessions Contract. These modifications add value in the form of additional leasable space to the terminal and by increasing passenger concession opportunities and the resultant revenues.

4. Concourse Exit Control Devices – TSA has traditionally provided personnel to guard against people entering the secure area at the concourse exit. Last year, TSA implemented a new requirement for airports to control this area, which resulted in either additional airport personnel or infrastructure improvements. However, the TSA requirement was ultimately removed after

numerous airport complaints and interim Congressional intervention. Nevertheless, TSA has indicated that the requirement may be implemented at any time in the future due to TSA budget constraints. These design services provide for the infrastructure to install automated exit control machines in this corridor in lieu of utilizing guard personnel at the exit, which would be a more cost-effective long-term solution. Installing the infrastructure will enable the airport to rapidly deploy these exit machines in the event that the TSA regulation is enacted.

5. Tenant Design Services – Since the terminal is a build-to-suit rentable facility, as construction nears completion and the tenants, airlines, and concessionaires identify desired leaseholds and make decisions on space utilization, there have been requests for building modifications based on each tenant's individual requirements.

6. Furniture – These design services will complete the analysis of furniture selection and layout for all public areas in the new terminal. The completion of the furniture selection and layout was planned to be completed at this time in order to better assess the current market availability of furniture styles used in contemporary terminal buildings.

7. Revised Terminal Building Construction Completion Date – HNTB's Supplemental Agreement No. 16, which was executed nearly a year before construction began, included an anticipated schedule of construction completion and subsequently established a contract completion date of December 31, 2014. Currently, the new terminal is expected to be opened in spring 2015 and contract closeouts are expected by July 1, 2015. This item is for services during this extended period.

8. Relocate Gate C – Hangar 20, which is located between the new terminal and the Airport Police & Fire Headquarters Building, is slated to be demolished this fall since portions of the hangar impede the full use of airline Gate 1. Because of this demolition, the new ramp access vehicle Gate C is now able to move further west, out of the terminal's loading dock, and out of the highest level of TSA security areas. These design services enable the improved condition that increases airline usability of the aircraft gates.

The design services in items 2, 3, 4, 5, and 8 will result in change orders to the terminal contractor under separate agenda items.

The items included in this supplement agreement were reviewed and approved by the Wichita Airport Advisory Board Change Order Committee on July 24, 2014.

Financial Considerations: The cost of the additional services with HNTB is a not-to-exceed amount of $644,434. The current approved program budget includes funds to cover this expense.

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

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

Attachments: HNTB Supplemental Agreement No. 24.

SUPPLEMENTAL AGREEMENT NO. 24

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE WICHITA AIRPORT AUTHORITY, “OWNER”,

AND

HNTB CORPORATION, “CONSULTANT”,

WITNESSETH:

WHEREAS, there now exists a Contract, dated July 18, 2006, between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Wichita Mid-Continent Airport.

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. The Scope of Services as defined in the Original Scope of Services and as amended in Supplemental Agreements 1 through 23, is hereby amended to include the services described in Exhibit SA24-A.

II. TIME OF SERVICES

A. CONSULTANT shall commence work on services included in Exhibit SA24-A upon receipt of Authorization to Proceed (ATP) from the OWNER. Completion of services for these items is as defined in Exhibit SA24-B.

III. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

A. Payment to the CONSULTANT for the performance of the professional services required by this Supplemental Agreement shall be made on the basis of the total lump sum amount of $544,434, plus on the basis of the not to exceed amount of

$100,000. The total payments to CONSULTANT for services required by this Supplemental Agreement shall not exceed $644,434. Payments shall be made based on the Fee Schedule in Exhibit SA24-C.

IV. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, are incorporated into this Supplemental Agreement unless modified herein. The parties agree that the original contract terms are similarly incorporated into Supplemental Agreements No. 1-23 and that the terms of the original agreement and all prior supplemental agreements are re-adopted by this agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2014.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor White, Director of Airports

APPROVED AS TO FORM: _____Date: _____
Director of Law

ATTEST:

HNTB CORPORATION
715 KIRK DRIVE
KANSAS CITY, MO 64105

By: _____

Title: Senior Project Manager

By: _____

Title: Vice President

ATTACHMENTS:

Exhibit SA24-A - Scope of Services
Exhibit SA24-B - Time of Services
Exhibit SA24-C - Fee Schedule, with supporting documents

SCOPE OF SERVICES

ASP 35 – TSA Certification (Battelle testing)

ASP 35 provides for additional testing for the baggage handling system. This Battelle Testing is a new requirement for TSA Certification.

Scope of Services

The services include the following:

TSA Certification (Battelle testing)

1. Coordination, support and witnessing of testing as required per TSA certification rules and procedures to certify the BHS for operation. This includes:
    a. Prepare test documents
    b. Coordinate with TSA and project team regarding test documents and implementation of testing.
    c. Support testing on-site. Current procedures are:
        i. Pre-TRR is required to demonstrate TSA test readiness of the system
        ii. TRR is required to be submitted to the TSA identifying that the system is ready for iSAT and includes:
            a. Review of testing documentation to verify that tests identified in Appendix D of the PGDS have been successfully completed.
            b. Auditing of iSAT readiness by site testing a sample of required iSAT tests.
            c. Volume performance tests based on Appendix D guidelines from the PGDS.
        iii. SAT. This involves testing of EDS screening machines including interfaces
        iv. iSAT. This involves integrated testing of EDS screening machines into the BHS like (but not limited to):
            a. Safe baggage handling
            b. Proper baggage recovery
            c. Efficiency
2. Related management and coordination by HNTB and GLMV.

ASP 45 – Historic Exhibit Updates and Artwork

ASP 45 provides additional design services and expenses related to the historic exhibits in the Terminal Building. It also includes limited additional services related to the artwork being provided by Ed Carpenter.

Scope of Services

The services include the following:

1. Obtain final high resolution quality photographic images to be provided to the contractor for use in manufacturing the historic exhibits.
    a. Obtaining high resolution scans.
    b. Retouch images.
    c. Obtain up to ten stock photography images.

   d. Secure photography usage rights.
2. Produce two digital videos.
   a. Provide creative execution for two digital videos that will play on LCD monitors housed inside two of the wing-pod history wall displays. Includes research, planning, script creation, storyboard, art direction, music selection, voiceover, editing, production and mastering of final videos.
   b. Historic video – Incorporate and repurpose historic footage, both still and film, from a variety of sources. Add music and voiceover augmenting the historic display. This video will be approximately 14 minutes in length.
   c. Current aviation video – Create a modern video using contemporary photos and videos supplied by the OEMs. Edit all footage together including a selection of contemporary music and voiceover reclaiming our Air Capital of the world title.
   d. Current aviation video – Secure video segments (maximum length of three minutes each) from Textron Aviation (Cessna, Beechcraft, Hawker brands), Spirit AeroSystems, Bombardier Learjet and Airbus. Create a modern video using supplied segments showcasing new product/services footage. Edit all the segments together with title screens between each different OEM. The modern video length will be determined based on the video footage supplied by the OEMs, but it should be less than 12 minutes.
   e. Source all photography and secure copyrights.
3. Update historic exhibits.
   a. Update exhibit panels as described in Greteman Group memo dated June 5, 2014.
   b. Revise contract documents to include changes in concourse exhibit locations as shown in the attached Level 2 drawings dated 1/29/2014.
   c. Design and provide updated contract documents for new freestanding exhibit at west end of concourse.
4. Shop review of production of artwork at Ed Carpenter's Studio in Portland, Oregon. One trip for one design team representative.

The services do not include:

1. Participating in or contributing to additional approvals of the historic displays by entities outside the Wichita Airport staff and the program management and contractor teams.

<u>ASP 48 – Concourse Modifications following Concessions Enclosure</u>

ASP 48 is for services to provide changes to the New Terminal Building contract documents related to additional changes at Level 2, subsequent to the changes included in ASP 46. The additional changes to be included in the areas to be revised include:

A. Reduce additional shell space expansion at the current roof area from the area to approximately column lines C to F to the area to approximately column lines E to F.
B. Add Flight Deck/Quiet Area/Business Center, Concession Offices, and Food/Beverage and Retail Concession spaces (across from Gate 2 holdroom).
C. Enclose shell space for potential TSA office space, including providing lobby and corridor area at east side and enclosed Service Corridor to Stair 3 at west side.
D. Provide one grease duct from Level 1 Food/Beverage concessions space to roof via previously planned route.

Refer to the attached Level 2 drawings dated 1/29/2014 for additional clarification of these items. Changes to the Secure Exit Corridor for future exit control vestibules are included in ASP-49.

Scope of Services

The services include:

1. Establish design requirements. Includes evaluation of impact of revisions on life safety (egress) requirements.
2. Prepare preliminary design for review with airport staff.
3. Revise and reissue Package 12 construction drawings and specifications. Includes revisions to systems affected by the added building area and other design changes and reissuing sheets for all disciplines where background plans are affected.
4. Revise and reissue Systems Integrator package construction documents.
5. Additional construction administration, primarily review of additional or revised shop drawings.

The services do not include:

2. Estimating related to these changes.
3. More than two design meetings at the airport related to this scope.
4. Changes to historic exhibits by Greteman Group. These will be included in ASP 45.

<u>ASP 49 – Future Concourse Exit Control Devices</u>

ASP 49 is for services to provide changes to the New Terminal Building contract documents related to providing for potential future installation of exit control devices at the exit corridor from the secure area of the concourse to the non-secure, “Mezzanine” area. The design changes will include:

A. Reconfigure the Secure Exit Corridor to provide for future installation of exit control devices.
B. Provide infrastructure which need to be installed as part of current construction, to reduce impact of future installation of the devices to the in-place finishes.

Refer to the attached Level 2 drawings dated 1/29/2014 for additional clarification of these items.

Scope of Services

The services include:

1. Establish design requirements. Includes investigation and recommendation of potential exit control device types and manufacturers.
2. Prepare preliminary design for review with airport staff.
3. Revise and reissue Package 12 construction drawings and specifications. Includes revisions to systems affected by the revised building area and other design changes and reissuing sheets for all disciplines where background plans are affected. These changes will be issued with the changes included in ASP 48.
4. Revise and reissue Systems Integrator package construction documents.
5. Additional construction administration, primarily review of additional or revised shop drawings.

The services do not include:

1. Estimating related to these changes.
2. More than one design meeting at the airport related to this scope.

ASP 50 – Tenant Design Services

ASP 50 is for providing additional design services for the new terminal building related to changes in tenant design requirements.

Scope of Services

Additional services include the following:

1. Recent revisions to the airlines and tenant design guidelines.
2. Changes to airline ticket office and operation spaces, the ticket counter area, gate areas and other areas.
3. Changes to base building based on tenant (including retail and food service tenant) requirements.
4. Review of tenant designs for tenant spaces added by ASP's 46 and 48.

These services are to be provided as authorized by AECOM or the Wichita Airport.

The following services are not included:

1. Design of the potential TSA tenant space at the northwest area of Level 2 of the Terminal Building.

ASP 51 – Furniture Changes

ASP 51 includes additional design services and expenses related to selection, layout and procurement of furniture for the Terminal Building. This is required due to changes in direction for previously selected furniture and the addition of the Flight Deck area. Furniture is to be new; existing furniture from the current Terminal building will not be reused in the new Terminal.

Scope of Services

Additional services include the following:

1. Reselect furniture and revise layout drawings for:
   a. Seating for Ticketing and Baggage Claim areas.
   b. Seating for Mezzanine.
   c. Seating systems for Holdrooms, with integral 110v and USB power. Maximum of four options.
   d. Lounge seating for Gate/Holdroom areas.
   e. Stools for Gate/Holdroom area countertop workstations.
   f. Rocking chairs.
   g. Trash/recycling units.
   h. Maximum of three options for each of the above, unless noted otherwise.
2. Define requirements, select furniture, and provide layout drawings and bid documents for furniture for the Flight Deck/Quiet Area/Business Center.
3. Meetings and presentations include the following:

a. Conference call to define requirements for Flight Deck/Quiet Area/Business Center.
b. First presentation. Includes:
   i. Furniture Item Sheet for each option.
   ii. Furniture layouts.
   iii. Budget pricing for each option.
   iv. Working with WAA to determine remaining options to be reviewed further in second presentation.
c. Second presentation. Includes:
   i. Furniture Item Sheet for remaining options.
   ii. Samples of options for remaining options. Includes coordination of obtaining samples delivered to WAA.
   iii. Updated furniture layouts.
   iv. Refined budget pricing for remaining options.
   v. Working with WAA and Program Manager to make final selections.

The services do not include:

1. Furniture related services for the Media Room and Meeting Room at Level 2. These are covered by the base scope.
2. Preparation of bid documents (other than revised layout drawings) for Ticketing and Baggage Claim areas, the Mezzanine, and Gate/Holdroom areas. This scope is covered by the base scope, except for front end documents, which are to be prepared by the Program Manager.
3. Furniture related services for tenant and back of house areas. These are not included in the base or this additional scope.
4. Meetings with airlines to discuss specific furniture needs, including for Gate/Holdroom areas.
5. Changes to building systems other than furniture.
6. Casework.
7. Preparation of bid documentation other than drawings, schedules and furniture specifications.
8. Revisions to previously prepared interior images/renderings.

<u>ASP 52 – Revised Terminal Building Construction Completion Date</u>

ASP 52 is for extension of completion of design team services for the Terminal Building (Package 12) to July 1, 2015. This proposal includes:

A. Escalation for the delayed implementation of Package 12 construction phase services. This is 4.8 months for the design team.
B. Additional project management and administration for the extended project duration of Package 12. This is 5.6 months for HNTB only.
C. Post construction administration services for Package 12. This is 2.5 months for HNTB and GLMV only.

<u>ASP 53 – Relocate Gate C</u>

ASP 53 is for services to revise the contract documents for the New Terminal Building and Systems Integrator packages to relocate the airfield access gate between the loading dock area and the apron (Gate C). The project scope revisions include:

A. Eliminate current airfield gate between new terminal loading dock and apron.
B. Reconfigure loading dock area and adjacent apron area.
C. Provide airfield fence from new Terminal Building to Safety Building, around north side of Hangar 20 location.
D. Provide new access drive, with turnaround area, and new airfield gate location (Gate C) at approximate location shown in attached sketch. Remove Hangar 20 floor slab and foundations as required to provide paving for new Gate C.
E. Delete three apron lights adjacent to hangar 20 from Package 12.

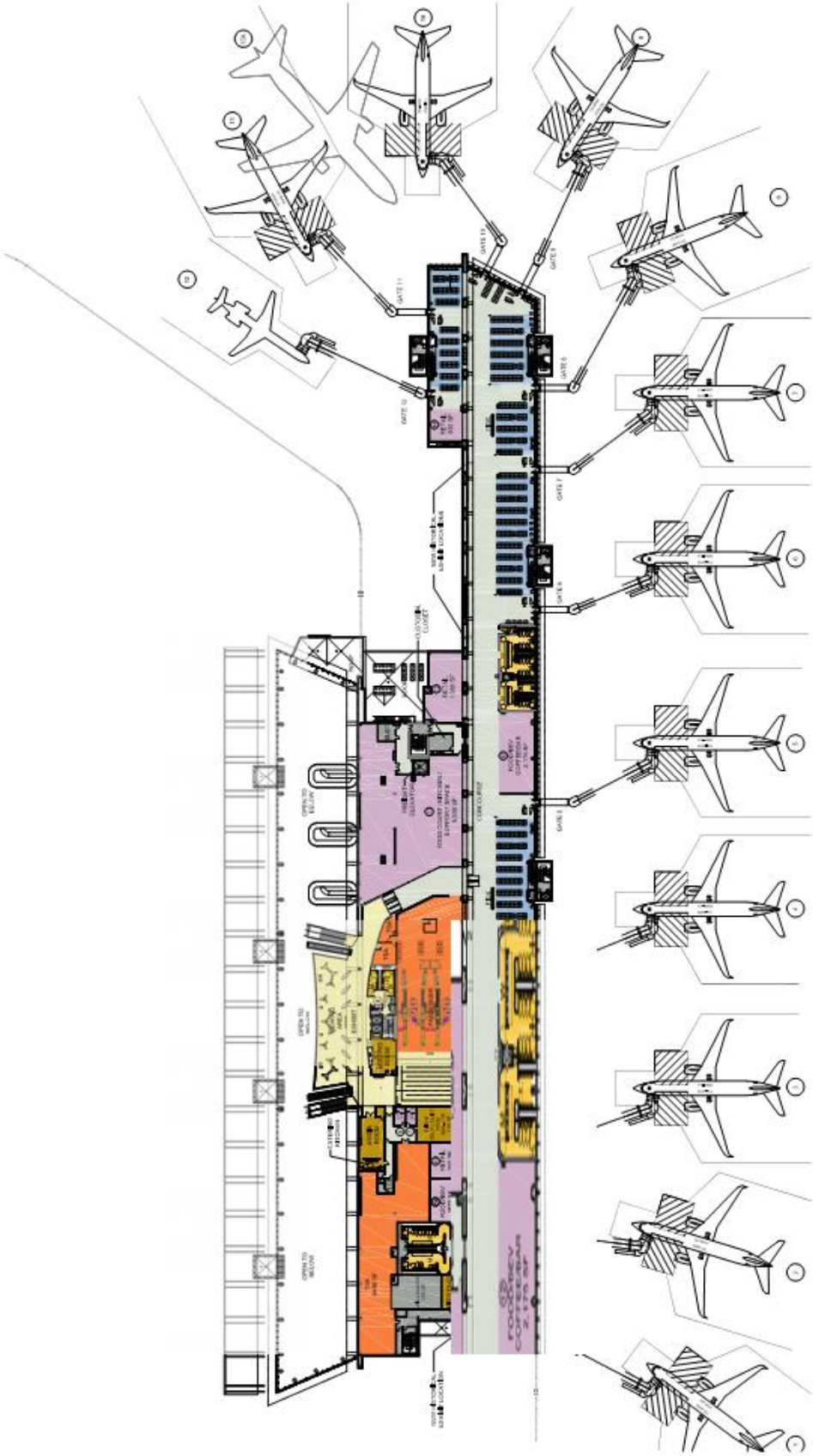
Scope of Services

The services include:

1. Preparing preliminary design for review with airport staff. This includes up to two meetings with airport staff.
2. Revising and reissuing terminal building (package 12) construction drawings. Includes revisions to civil, landscape and irrigation, architectural, signage, site lighting and special systems drawings. Includes changes to site background drawings for other disciplines.
3. Revising and reissuing Systems Integrator package construction documents.
4. Additional construction administration, primarily review of additional or revised shop drawings.

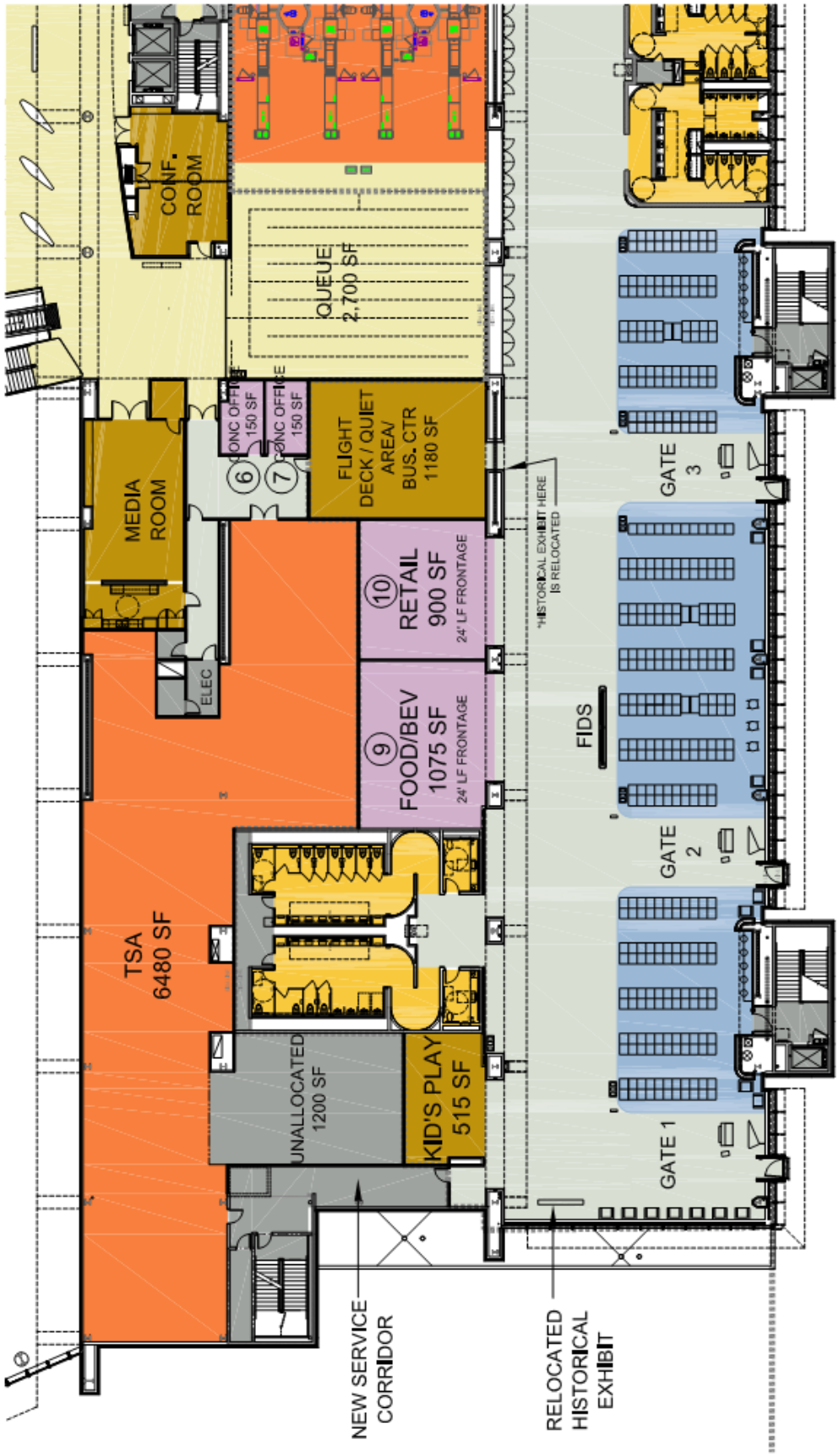
The services do not include:

1. Demolition of Hangar 20, except for slab and foundations as needed to allow for construction of gate C and related paving.
2. Changes to landscaping beyond as affected by the site layout changes.
3. Changes on the airfield side of the new airfield fence location, except within the footprint of the apron paving already included in Package 12.
4. Estimating related to these changes.
5. Analysis of impact of these changes to any previous LEED analysis.
6. More than two design meetings at the airport related to this scope.



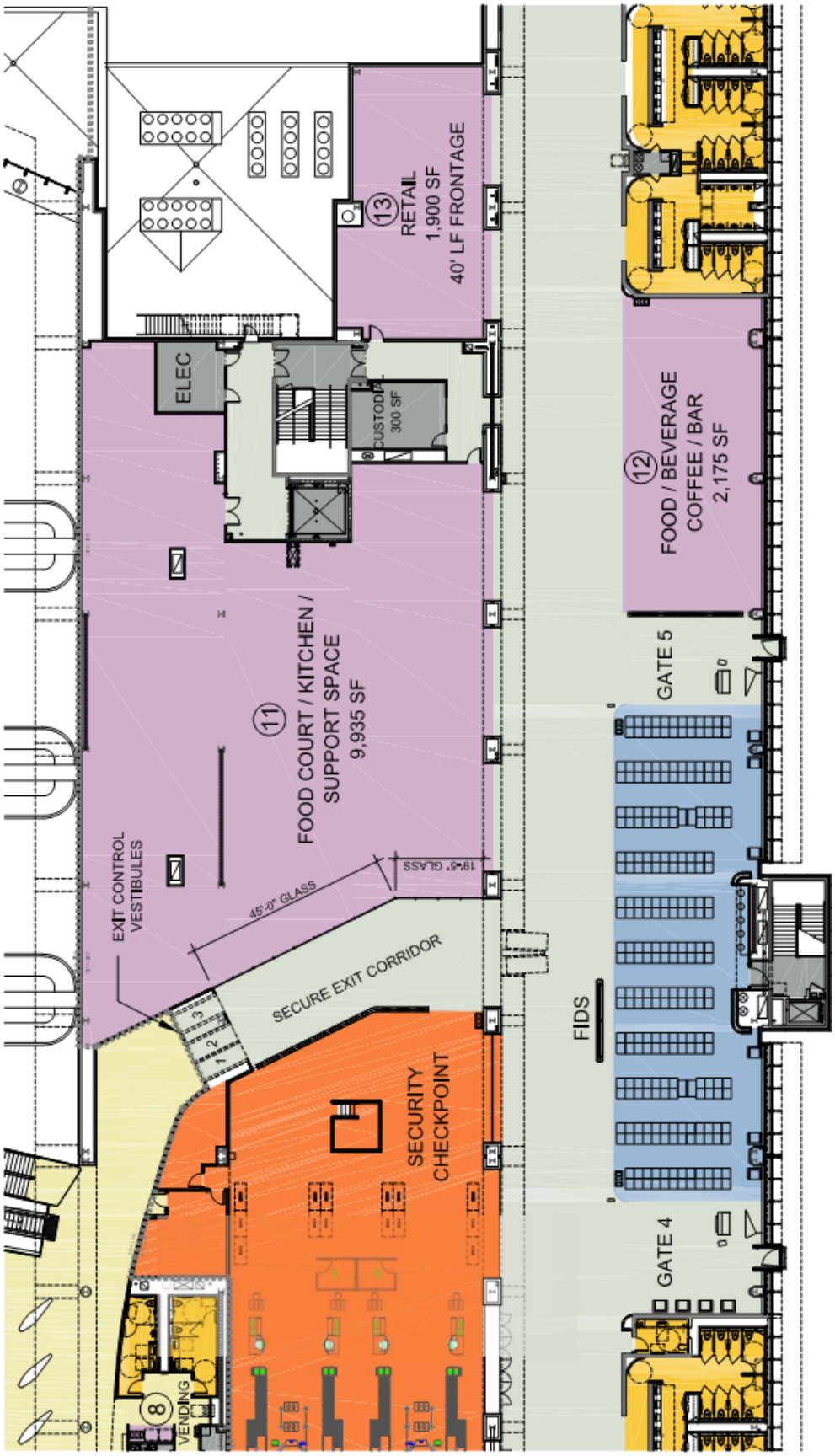
WICHITA MID-CONTINENT AIRPORT
LEVEL 2

DATE: 01/29/2014



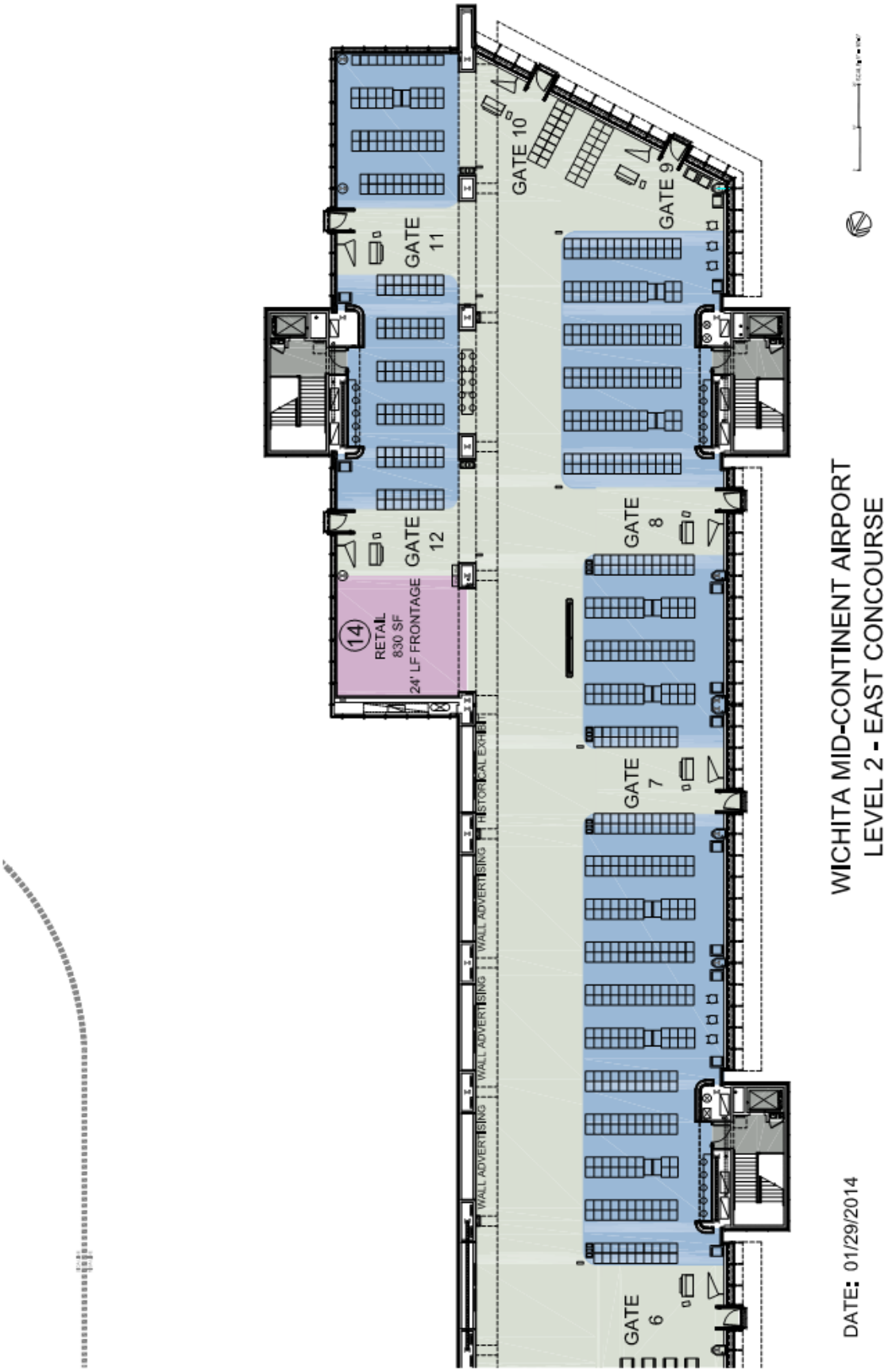
WICHITA MID-CONTINENT AIRPORT
LEVEL 2 - WEST CONCOURSE

DATE: 01/29/2014

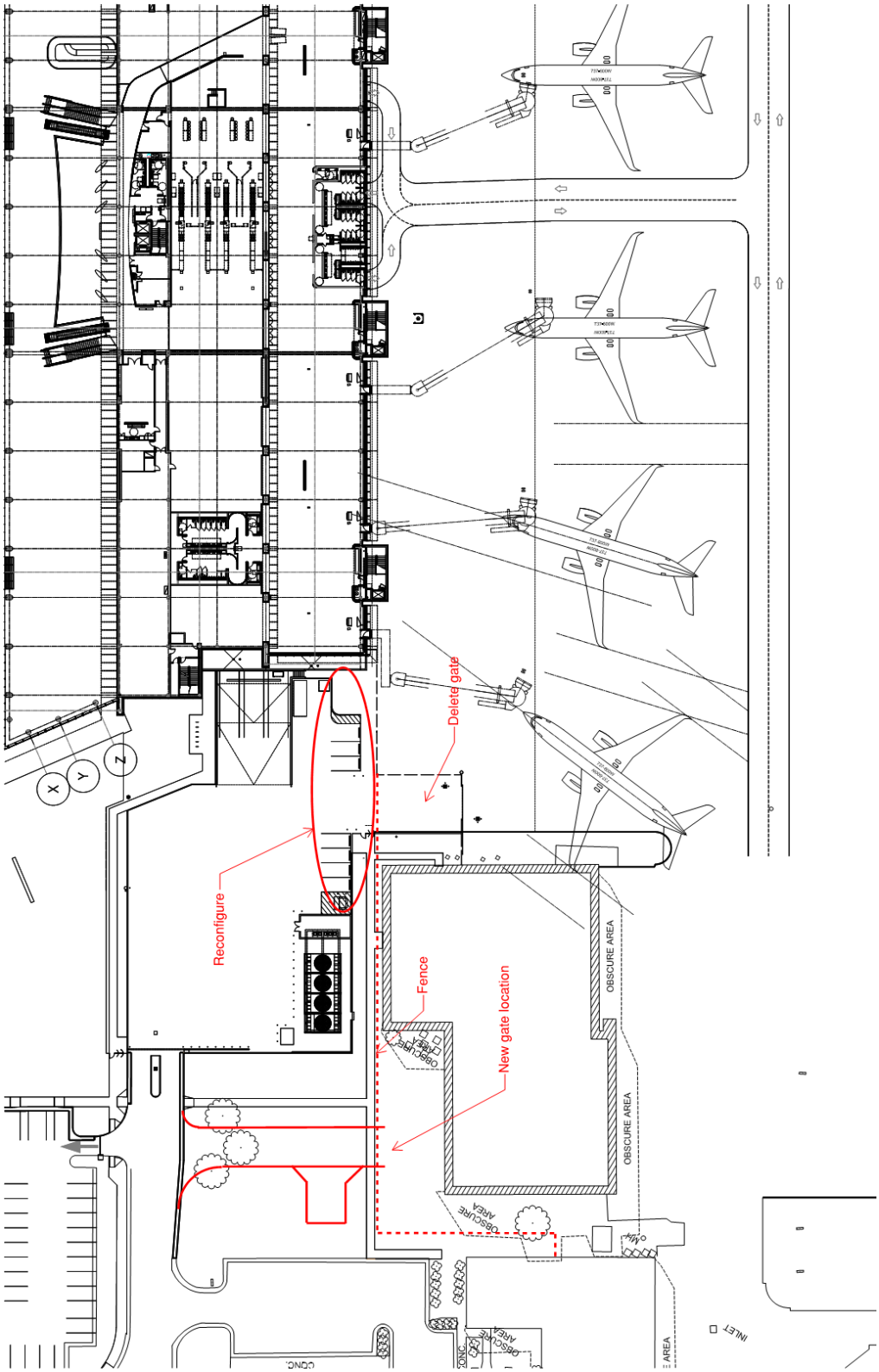


WICHITA MID-CONTINENT AIRPORT
LEVEL 2 - CENTRAL CONCESSIONS

DATE: 01/29/2014


GATE 10
GATE 9
GATE 11
GATE 12
GATE 8
GATE 7
GATE 6
14
RETAIL
830 SF
24' LF FRONTAGE
WALL ADVERTISING
WALL ADVERTISING
WALL ADVERTISING
HISTORICAL EXHIBIT
WICHITA MID-CONTINENT AIRPORT
LEVEL 2 - EAST CONCOURSE
DATE: 01/29/2014

ASP 53 – Relocate Gate C



TIME OF SERVICES

Following receipt of Authorization to Proceed (ATP), services for the following items are to be provided as indicated:

ASP 35 – TSA Certification (Battelle testing)

The anticipated schedule is as follows:

As required to support completion of construction.

ASP 45 – Historic Exhibit Updates and Artwork

The anticipated schedule is as follows:

1. Obtain images	6 weeks after final revision
2. Video production	
Script and storyboard	8 weeks after ATP
Airport review	2 weeks
Create videos	16 weeks
Airport review	2 weeks
Final production	4 weeks
3. Historic exhibit updates	
Draft for review	4 weeks after ATP
Airport review	2 weeks
Final revision	2 weeks
4. Shop review of Ed Carpenter artwork	July 2014

ASP 48 – Concourse Modifications following Concessions Enclosure

The anticipated schedule is as follows:

1. Preliminary design	completed
2. Airport review	completed
3. Modify construction documents.	completed
4. Contractor coordination and construction phases	As required by construction schedule.

ASP 49 – Future Concourse Exit Control Devices

The anticipated schedule is as follows:

1. Preliminary design	completed
2. Airport review	completed

3. Modify construction documents.	completed
4. Contractor coordination and construction phases	As required by construction schedule.

ASP 50 – Tenant Design Services

The anticipated schedule is as follows:

1. Revisions to airlines and tenant design guidelines	Completed
2. Other scope items	As identified when authorized.

ASP 51 – Furniture Changes

The anticipated schedule is as follows:

1. First presentation	4 weeks after ATP
2. Second Presentation	4 weeks after first presentation
3. Final bid documentation	2 weeks after approval by WAA

ASP 52 – Revised Terminal Building Construction Completion Date

The anticipated schedule is as follows:

This scope change is based on design team services for the Terminal Building (Package 12) being completed no later than July 1, 2015.

ASP 53 – Relocate Gate C

The anticipated schedule is as follows:

1. Meet with airport staff to discuss design revisions	2 weeks after ATP
2. Preliminary design	4 weeks
3. Airport review	2 weeks
4. Modify construction documents.	4 weeks
5. Contractor coordination and construction phases	As required by construction schedule.

FEE SCHEDULE

1. Payment for the following items shall be made on the basis of a lump sum for each item, for a total lump sum amount of $542,654.

ASP 35	add	$105,418
ASP 45	add	$186,613
ASP 48	add	$41,859
ASP 49	add	$33,575
ASP 51	add	$36,040
ASP 52	add	$81,079
ASP 53	add	$59,850
Lump sum total		$544,434

2. Payment for the services related to ASP-50 Tenant Design Services, shall be made on the basis of the billing rates included in the attached ASP-50 Billing Rates sheet dated 4/24/2014 plus actual expenses, the total not to exceed $100,000. CONSULTANT is to notify the OWNER when 80% of the not to exceed amount is reached so that appropriate adjustments can be made, if needed.

Supporting documents for each ASP follow.

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 4/3/2014

Battelle Testing
Additional Services Request No. 35, Rev 1
HNTB Project 34912

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	33	$64.03	$2,113
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	144.67%		$3,057
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$5,170
4.	**Fixed Fee**	15.00%		$776
5.	**Subtotal of Items 3 and 4**			$5,946
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		0.00	
	Printing and Deliveries		100.00	
	Other Expenses		0.00	
	Total Direct Non-salary Expenses			$100
7.	**Subtotal of Items 5 and 6**			$6,046
8.	**Subconsultant Costs**			
	GLMV Architecture		4,437	
	Logplan		94,935	
				99,372
	Total Proposed Cost			105,418

Battelle Testing
Additional Services Request No. 35, Rev 1

				Architecture Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical	Total Hours	Fee Estimate
2006 rates				93.81	89.00	55.91	50.29	37.63	28.34	20.51		
Annual escalation				3%	3%	3%	3%	3%	3%	3%		
Years				8	8	8	8	8	8	8		
Current Rates				118.84	112.74	70.83	63.71	47.67	35.90	25.98		
HNTB Architecture Services												
Project Management												
Contract changes						10				1	11	734
Invoicing						2					2	142
Coordination and misc						16				4	20	1,237
Total Hours and Fee Estimate											33	2,113
Expenses												
Trips to Wichita	0	trips @	220.00			0						
Flights to Wichita	0	trips @				0						
Meals	0	days @	50.00			0						
Hotel	0	days @	120.00			0						
Travel and Subsistence						0						
Printing						100						
Estimated Expenses						100						

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
GLMV Architecture 9/16/2011

Battelle Testing
Additional Services Request No. 35
HNTB Project 34912

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Project Manager	12	44.71	$537
	Sr. Architect		36.05	$0
	Architect	24	32.25	$774
	Staff/Tech		22.60	$0
	Clerical	4	15.80	$63
	Total Direct Salary Costs			$1,374
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	174.50%		$2,397
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$3,771
4.	**Fixed Fee**	15.00%		$566
5.	**Subtotal of Items 3 and 4**			$4,337
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		0	
	Printing and Deliveries		100	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$100
7.	**Subtotal of Items 5 and 6**			$4,437
8.	**Subconsultant Costs**			
	None		0	
	Total Subconsultant Costs			$0
	Total Proposed Cost			4,437

Wichita Mid-Continent Airport - Terminal Area Improvements
Estimate of Hours and Fees
ASP 35 - Batelle Testing
Logplan Baggage Handling
April 18, 2011
revised 3/19/2014

TSA CERTIFICATION (BATTELLE TESTING)

	Classification	Principal	Project Manager	Senior Engineer	Engineer	Staff	Tech	Clerical	Total Hours	Fee Estimate
Task	Rates	178.23	159.14	167.62	136.86	0.00	106.09	90.18		

TSA Certification (Battelle testing)	Principal	Project Manager	Senior Engineer	Engineer	Staff	Tech	Clerical	Total Hours	Fee Estimate
Preparation of test documents				20				20	
Coordination of TSA testing and certification; Support during certification				94					
SAT				6				6	
iSAT				64				64	
pre-TRR				64				64	
TRR				64				64	
Monitor and coordinate functional tests (System run-in, system demo, communications)				128		80		208	
Support during acceptance (Operations monitoring)				32				32	
TOTAL	**0**	**0**	**0**	**472**	**0**	**80**	**0**	**458**	**73,085**

Expenses	Air Fare	Per Diem	
Preparation of test documents	0	0	
Coordinate of TSA testing and certification; Support			
SAT	1	1	
iSAT	2	18	
pre-TRR	2	18	
TRR	2	18	
Monitor and coordinate functinal tests (System run-in, system demo, communications)	6	30	
Support during acceptance (Operations monitoring)	4	4	
TOTAL	**17**	**89**	
TOTAL COST	**8,500**	**13,350**	**21,850**

Total **94,935**

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 6/12/2014

Historic Exhibit Updates
Additional Services Request No. 45, Rev 1
HNTB Project 34912

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	158	$56.49	$8,926
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	144.67%		$12,913
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$21,839
4.	**Fixed Fee**	15.00%		$3,276
5.	**Subtotal of Items 3 and 4**			$25,115
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		1,200	
	Printing and Deliveries		320	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$1,520
7.	**Subtotal of Items 5 and 6**			$26,635
8.	**Subconsultant Costs**			
	Greteman Group - High Resolution Photography		55,000	
	Greteman Group - Video Production		69,995	
	Greteman Group - Historic Exhibits		34,983	
				159,978
	Total Proposed Cost			186,613

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 45 - Historic Exhibit Updates, Rev 1

06/12/14

HNTB

	Architect-ure Principal	Project Manager	Senior Project Architect	Project Architect	Architect	Senior Interior Designer	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	55.91	50.29	37.63	28.34	36.77	20.51		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	118.84	70.83	63.71	47.67	35.90	46.58	25.98		
High Resolution Photography									
Coordination		2		8				10	$523
								0	$0
								0	$0
								0	$0
								0	$0
								0	$0
Total High Resolution Photography	0	2	0	8	0	0	0	10	$523
Other									
								0	$0
								0	$0
								0	$0
Total Other	0	0	0	0	0	0	0	0	$0
Other									
								0	$0
								0	$0
								0	$0
Total Other	0	0	0	0	0	0	0	0	$0
General									
Proposal		1						1	$71
Project Management		1						1	$71
Total General	0	2	0	0	0	0	0	2	$142
Total Direct Salary Costs								12	$665
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			144.67%		962
Total Labor Cost									1,627
Fixed Fee							15.00%		244
Total Fee									1,871
Travel and Subsistence									0
Printing and Deliveries									50
Other Expenses									0
Estimated Expenses									50
Total Proposed Cost									1,921
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 45 - Historic Exhibit Updates, Rev 1

06/12/14

HNTB

	Architect-ure Principal	Project Manager	Senior Project Architect	Project Architect	Architect	Senior Interior Designer	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	55.91	50.29	37.63	28.34	36.77	20.51		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	118.84	70.83	63.71	47.67	35.90	46.58	25.98		
Production of Videos									
Consultation		16						16	$1,133
Coordination		2		8				10	$523
								0	$0
								0	$0
								0	$0
								0	$0
Total Production of Videos	0	18	0	8	0	0	0	26	$1,656
Other									
								0	$0
								0	$0
								0	$0
Total Other	0	0	0	0	0	0	0	0	$0
Other									
								0	$0
								0	$0
								0	$0
Total Other	0	0	0	0	0	0	0	0	$0
General									
Proposal		1						1	$71
Project Management		1						1	$71
Total General	0	2	0	0	0	0	0	2	$142
Total Direct Salary Costs								28	$1,798
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			144.67%		2,601
Total Labor Cost									4,399
Fixed Fee							15.00%		660
Total Fee									5,059
Travel and Subsistence									0
Printing and Deliveries									50
Other Expenses									0
Estimated Expenses									50
Total Proposed Cost									5,109
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 45 - Historic Exhibit Updates, Rev 1

06/12/14

HNTB

	Architect-ure Principal	Project Manager	Senior Project Architect	Project Architect	Architect	Senior Interior Designer	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	55.91	50.29	37.63	28.34	36.77	20.51		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	118.84	70.83	63.71	47.67	35.90	46.58	25.98		
Update Historic Exhibits									
Consultation		48						48	$3,400
								0	$0
								0	$0
								0	$0
								0	$0
								0	$0
Total Update Historic Exhibits	0	48	0	0	0	0	0	48	$3,400
Concourse Changes									
Concourse changes, freestanding location				8		8		16	$754
Document coordination		4		8			2	14	$717
								0	$0
Total Concourse Changes	0	4	0	16	0	8	2	30	$754
Other									
								0	$0
								0	$0
								0	$0
Total Other	0	0	0	0	0	0	0	0	$0
General									
Proposal		12						12	$850
Project Management		4						4	$283
Total General	0	16	0	0	0	0	0	16	$1,133
Total Direct Salary Costs								94	$5,287
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			144.67%		7,648
Total Labor Cost									12,935
Fixed Fee							15.00%		1,940
Total Fee									14,875
Travel and Subsistence									0
Printing and Deliveries									200
Other Expenses									0
Estimated Expenses									200
Total Proposed Cost									15,075
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 45 - Historic Exhibit Updates, Rev 1

06/12/14

HNTB

	Architect-ure Principal	Project Manager	Senior Project Architect	Project Architect	Architect	Senior Interior Designer	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	55.91	50.29	37.63	28.34	36.77	20.51		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	118.84	70.83	63.71	47.67	35.90	46.58	25.98		
Artwork - Shop Review									
Shop review of art production		16						16	$1,133
Coordination		4						4	$283
								0	$0
								0	$0
								0	$0
								0	$0
Total Artwork - Shop Review	0	20	0	0	0	0	0	20	$1,417
Other									
								0	$0
								0	$0
								0	$0
Total Other	0	0	0	0	0	0	0	0	$0
Other									
								0	$0
								0	$0
								0	$0
Total Other	0	0	0	0	0	0	0	0	$0
General									
Proposal		2						2	$142
Project Management		2						2	$142
Total General	0	4	0	0	0	0	0	4	$283
Total Direct Salary Costs								24	$1,700
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			144.67%		2,459
Total Labor Cost									4,159
Fixed Fee							15.00%		624
Total Fee									4,783
Travel and Subsistence									1,200
Printing and Deliveries									20
Other Expenses									0
Estimated Expenses									1,220
Total Proposed Cost									6,003
Explanation:									

GretemanGroup

10 June 2014

This proposal is for additional design services and expenses related to the historic exhibits in the Terminal Building.

Scope of Services

Additional services include the following:

1. Obtain final high-resolution quality photographic images to be provided to the contractor for use in manufacturing the historic exhibits.

    a. Obtaining high resolution scans.

    b. Retouch images.

    c. Obtain up to ten stock photography images.

    d. Secure photography usage rights.

2. Produce two digital videos.

    a. Provide creative execution for two digital videos that will play on LCD monitors housed inside two of the wing-pod history wall displays. Includes research, planning, script creation, storyboard, art direction, music selection, voiceover, editing, production and mastering of final videos.

    b. Historic video – Incorporate and repurpose historic footage, both still and film, from a variety of sources. Add music and voiceover augmenting the historic display. The historical video will be approximately 14 minutes in length.

    c. Current aviation video – Secure video segments (maximum length of three minutes each) from Textron Aviation (Cessna, Beechcraft, Hawker brands), Spirit AeroSystems, Bombardier Learjet and Airbus. Create a modern video using supplied segments showcasing new product/services footage. Edit all the segments together with title screens between each different OEM. The modern video length will be determined based on the video footage supplied by the OEMs, but it should be less than 12 minutes.

    d. Source all photography and footage and secure copyrights.

3. Update historic exhibits.

    a. Update exhibit panels as described in Greteman Group memo dated June 5, 2014.

    b. Revise contract documents to include changes in concourse exhibit locations as shown in the attached Level 2 drawings dated 1/29/2014.

    c. Design and provide updated contract documents for new freestanding exhibit at west end of concourse.

Marketing Communications T 316.263.1004 • 1425 East Douglas • Wichita, KS 67211 • gretemangroup.com Altitude

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project											
HNTB Architecture - Estimate of Hours and Fees											06/10/14
ASP 45 - Historic Exhibit Updates											
					Greteman Group						
			Principal	Project Manager	Creative Director	Art Director	Designer	Copywriter	Production Artist	Total Hours	Fee Estimate
		Rates	150.00	100.00	150.00	125.00	115.00	125.00	75.00		
High Resolution Photography											
	Obtain Scans								2	2	150
	Retouch								34	34	2,550
	Obtain and Document Usage Rights			6	1					7	750
	Archive Files								4	4	300
	Total High Resolution Photography									47	3,750
General											
	Proposal Preparation/Contract Change		1	1						2	250
										0	0
	Total General									2	250
Total Direct Salary Costs										49	4,000
Labor and General & Administrative Overhead					Percentage of Direct Salary Costs				0.00%		0
Total Labor Cost											4,000
Fixed Fee									0.00%		0
Total Fee											4,000
Expenses											
	Scans			280	ea	$125					35,000
	Stock photography			10	ea	$1,000					10,000
	Photography usage rights			1	license	$6,000					6,000
Estimated Expenses											51,000
Total Proposed Cost											55,000
Explanation:											

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project											
HNTB Architecture - Estimate of Hours and Fees											06/10/14
ASP 45 - Historic Exhibit Updates											
					Greteman Group						
			Principal	Project Manager	Creative Director	Art Director	Designer	Copywriter	Production Artist	Total Hours	Fee Estimate
		Rates	150.00	100.00	150.00	125.00	115.00	125.00	75.00		
Production of Historic Video											
	Research & Planning		8	4	3					15	2,050
	Scriptwriting		1	3	6			24		34	4,350
	Storyboard Design			3	6		40			49	5,800
	Motion Graphics Design				1	4	20	4		29	3,450
	Music Selection				2	2	2			6	780
	Voiceover Direction			8	2	2	8			20	2,270
	Video Production and Editing		8	24	40	40	80	16	80	288	31,800
	Post Production			16	12	16	12		2	58	6,930
	Mastering						4		8	12	1,060
	Total Production of Historic Video		17	58	72	64	166	44	90	511	58,490
Production of Current Aviation Video											
	Planning		2	4						6	700
	Secure Video Segments from OEMs		2	20						22	2,300
	Design OEM Transition Title Screens				2	2	16	2		22	2,640
	Edit Footage Together				2	2			40	44	3,550
	Mastering						1		4	5	415
	Total Production of Current Aviation Video									99	9,605
General											
	Proposal preparation/contract change		2	1						3	400
										0	0
	Total General		2	1						3	400
Total Direct Salary Costs										613	68,495
Labor and General & Administrative Overhead											0
Total Labor Cost											
Fixed Fee									0.00%		0
Total Fee											0
Expenses for Historic Video											
	Music Licensing			1	ea	$250					250
	Voiceover Talent			1	ea	$600					600
	Mixing			1	ea	$650					650
Estimated Expenses											1,500
Total Proposed Cost											69,995
Explanation:											

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project										
HNTB Architecture - Estimate of Hours and Fees										06/10/14
ASP 45 - Historic Exhibit Updates										
				Greteman Group						
		Principal	Project Manager	Creative Director	Art Director	Designer	Copywriter	Production Artist	Total Hours	Fee Estimate
	Rates	200.00	175.00	175.00	150.00	125.00	150.00	100.00		
Update Historic Exhibits										
Securing Updates and Approvals from OEMs		8	32						40	7,200
Updating Copy Based on Changes			4				36		40	6,100
Redesign with New Content			4	28	16	48			96	14,000
Build High-Resolution Files					4			40	44	4,600
Vendor Coordination			2		4				6	950
Archiving								4	4	400
Total Update Historic Exhibits									230	33,250
Concourse Changes										
Revise Drawings for New Exhibit Locations		1	1						2	375
New Exhibit Type at West End		1	1						2	375
Total Concourse Changes									4	750
General										
Proposal Preparation/Contract Change		1	2						3	550
									0	0
Total General									3	550
Total Direct Salary Costs									237	34,550
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs				0.00%		0
Total Labor Cost										34,550
Fixed Fee								0.00%		0
Total Fee										34,550
Expenses										
Large Proofs for OEMs			59	each	$3					177
Color Copies			128	ea	$2					256
Estimated Expenses										433
Total Proposed Cost										34,983
Explanation:										

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 4/15/2014

Concourse Modifications following Concessions Enclosure
Additional Services Request No. 48
HNTB Project 34912

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	136	$46.99	$6,391
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	144.67%		$9,245
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$15,636
4.	**Fixed Fee**	15.00%		$2,345
5.	**Subtotal of Items 3 and 4**			$17,981
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		300	
	Printing and Deliveries		200	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$500
7.	**Subtotal of Items 5 and 6**			$18,481
8.	**Subconsultant Costs**			
	GLMV		0	
	PEC - MEP		8,528	
	Dudley Williams Associates		0	
	Ross & Baruzzini		9,178	
	FSC Inc		2,018	
	Avant Acoustics (was Coffeen Fricke Associates)		1,070	
	Carol Naughton Associates		2,584	
	Greteman Group		to be included in ASP 45	
	Lightworks		0	
				23,378
	Total Proposed Cost			41,859

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 48 - Concourse Modifications following Concessions Enclosure

04/15/14

HNTB

	Architect-ure Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	89.00	55.91	50.29	37.63	28.34	20.51		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	118.84	112.74	70.83	63.71	47.67	35.90	25.98		
Design									
Establish design requirements			4			8		12	571
Preliminary design						16		16	574
Confirm preliminary design			4			16		20	858
Modify construction documents			4	4		24		32	1,400
Meetings			4					4	283
Coordinate disciplines			4			16		20	858
Other								0	0
Total Design								104	4,543
Construction Administration									
Review submittals						8		8	287
Additional site coordination						4		4	144
Other								0	0
Total Construction Administration								12	431
General									
Proposal preparation			8					8	567
Project management			12					12	850
								0	0
								0	0
								0	0
								0	0
Total General								20	1,417
Total Direct Salary Costs		0	40	4	0	92	0	136	6,391
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			144.67%		9,245
Total Labor Cost									15,636
Fixed Fee							15.00%		2,345
Total Fee									17,981
Travel and Subsistence									300
Printing and Deliveries									200
Other Expenses									0
Estimated Expenses									500
Total Proposed Cost									18,481
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 48 - Concourse Modifications following Concession Enclosure

03/24/14

PEC (MEP)

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Current Rates	45.00	38.75	33.80	25.20	24.60	20.20	0.00		
Design									
Establish design requirements	1	3						4	161
Preliminary design		3	3		3	10	2	21	493
Confirm preliminary design		3	3	4	3			13	392
Modify construction documents		4	6	5	4	10	2	31	784
Meetings		4						4	155
Coordinate disciplines		2		4	3			9	252
Other	1	2					2	5	123
Total Design								87	2,361
Construction Administration									
Review submittals				2	2			4	100
Additional site coordination		2	2		2			6	194
Other	1	2					1	4	123
Total Construction Administration								14	416
General									
Proposal preparation	1	2						3	123
Other								0	0
Total General								3	123
Total Direct Salary Costs								104	2,900
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			149.74%		4,342
Total Labor Cost									7,242
Fixed Fee							15.00%		1,086
Total Fee									8,328
Travel and Subsistence									0
Printing and Deliveries									200
Other Expenses									0
Estimated Expenses									200
Total Proposed Cost									8,528
Explanation:									
Other									
Other									
Other									
Other									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 48 - Concourse Modifications

04/07/14

Ross & Baruzzini

	Principal	Project Manager	Senior Systems Analyst	Senior Engineer	Engineer	Designer	Clerical/ CAD	Total Hours	Fee Estimate
Rates	225.00	150.00	175.00	125.00	115.00	90.00	55.00		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	285.02	190.02	221.68	158.35	145.68	114.01	69.67		
Design									
Establish design requirements		2		4				6	1,013
Preliminary design				8		2		10	1,495
Confirm preliminary design		2		4				6	1,013
Revise and reissue construction documents for Package 12 and Airport SI Package		2		8		4		14	2,103
Meetings / Teleconferences		2		4				6	1,013
Coordinate disciplines				8				8	1,267
Other								0	0
Total Design								50	7,905
Construction Administration									
Review submittals (maximum two submittals)		2		4			1	7	1,083
Additional site coordination								0	0
Other								0	0
Total Construction Administration								7	1,083
General									
Proposal preparation		1						1	190
Other								0	0
Total General								1	190
Total Direct Salary Costs								58	9,178
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			0.00%		0
Total Labor Cost									9,178
Fixed Fee							0.00%		0
Total Fee									9,178
Travel and Subsistence									0
Printing and Deliveries									0
Other Expenses									0
Estimated Expenses									0
Total Proposed Cost									9,178
Explanation:									
Other									
Other									
Other									
Other									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 48 - Concourse Modifications following Concession Enclosure

04/15/14

FSC

	Principal	Project Manager	Fire Prot. Specialist	CAD Tech			Clerical	Total Hours	Fee Estimate
Rates	73.46	64.55	51.20	31.16	0.00	0.00	26.71		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	93.06	81.77	64.86	39.47	0.00	0.00	33.84		
Design									
Establish design requirements								0	0
Preliminary design								0	0
Confirm preliminary design								0	0
Modify construction documents			6	3				9	508
Meetings								0	0
Coordinate disciplines			2					2	130
Other								0	0
Total Design								11	637
Construction Administration									
Review submittals			2					2	130
Additional site coordination								0	0
Other								0	0
Total Construction Administration								2	130
General									
Proposal preparation			1					1	65
Other								0	0
Total General								1	65
Total Direct Salary Costs								14	832
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			100.55%		836
Total Labor Cost									1,668
Fixed Fee							15.00%		250
Total Fee									1,918
Travel and Subsistence									0
Printing and Deliveries									100
Other Expenses									0
Estimated Expenses									100
Total Proposed Cost									2,018
Explanation:									
Other									
Other									
Other									
Other									

AVANT ACOUSTICS

	Principal	Senior Associate	Associate	Admin				Total Hours	Fee Estimate
Rates	55.93	31.09	23.49	18.50	0.00	0.00	0.00		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	70.85	39.38	29.76	23.44	0.00	0.00	0.00		
Design									
Establish design requirements	0.5							1	35
Preliminary design		0.5						1	20
Confirm preliminary design	0.3	1						1	61
Modify construction documents	0.3	2	3					5	189
Meetings								0	0
Coordinate disciplines								0	0
Other								0	0
Total Design								8	305
Construction Administration									
Review submittals								0	0
Additional site coordination								0	0
Other								0	0
Total Construction Administration								0	0
General									
Proposal preparation	0.5							1	35
Other								0	0
Total General								1	35
Total Direct Salary Costs								8	340
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			173.24%		590
Total Labor Cost									930
Fixed Fee							15.00%		140
Total Fee									1,070
Travel and Subsistence									0
Printing and Deliveries									0
Other Expenses									0
Estimated Expenses									0
Total Proposed Cost									1,070
Explanation:									
Other									
Other									
Other									
Other									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 48 - Concourse Modifications following Concession Enclosure

04/07/14

Carol Naughton & Assoc

	Principal	Project Manager	Partner Designer	Senior Designer	Junior Designer	Production/Support		Total Hours	Fee Estimate
Rates	150.00	120.00	100.00	80.00	60.00	60.00	0.00		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	190.02	152.01	126.68	101.34	76.01	76.01	0.00		
Design									
Establish design requirements		2				2		4	456
Preliminary design								0	0
Confirm preliminary design								0	0
Modify construction documents		8				8		16	1,824
Meetings								0	0
Coordinate disciplines								0	0
Other								0	0
Total Design								20	2,280
Construction Administration									
Review submittals		2						2	304
Additional site coordination								0	0
Other								0	0
Total Construction Administration								2	304
General									
Proposal preparation								0	0
Other								0	0
Total General								0	0
Total Direct Salary Costs								22	2,584
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			0.00%		0
Total Labor Cost									2,584
Fixed Fee							0.00%		0
Total Fee									2,584
Travel and Subsistence									0
Printing and Deliveries									0
Other Expenses									0
Estimated Expenses									0
Total Proposed Cost									2,584
Explanation:									
Other									
Other									
Other									
Other									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 4/16/2014

Concourse Modifications for Exit Control Devices
Additional Services Request No. 49
HNTB Project 34912

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	120	$49.40	$5,927
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	144.67%		$8,575
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$14,502
4.	**Fixed Fee**	15.00%		$2,175
5.	**Subtotal of Items 3 and 4**			$16,677
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		0	
	Printing and Deliveries		50	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$50
7.	**Subtotal of Items 5 and 6**			$16,727
8.	**Subconsultant Costs**			
	GLMV		2,709	
	PEC - MEP		5,208	
	Dudley Williams Associates		0	
	Ross & Baruzzini		7,303	
	FSC Inc		1,628	
	Avant Acoustics (was Coffeen Fricke Associates)		0	
	Carol Naughton Associates		0	
	Lightworks		0	
				16,848
	Total Proposed Cost			33,575

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 49 - Concourse Modifications for Exit Cotrol Devices

04/16/14

HNTB

	Architect-ure Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	89.00	55.91	50.29	37.63	28.34	20.51		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	118.84	112.74	70.83	63.71	47.67	35.90	25.98		
Design									
Establish design requirements			8	4		16		28	1,396
Preliminary design			4			8		12	571
Confirm preliminary design			4			8		12	571
Modify construction documents			2	4		16		22	971
Meetings			4					4	283
Coordinate disciplines			2			12		14	572
Other								0	0
Total Design								92	4,363
Construction Administration									
Review submittals						8		8	287
Additional site coordination						4		4	144
Other								0	0
Total Construction Administration								12	431
General									
Proposal preparation			4					4	283
Project management			12					12	850
								0	0
								0	0
								0	0
								0	0
Total General								16	1,133
Total Direct Salary Costs		0	40	8	0	72	0	120	5,927
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			144.67%		8,575
Total Labor Cost									14,502
Fixed Fee							15.00%		2,175
Total Fee									16,677
Travel and Subsistence									0
Printing and Deliveries									50
Other Expenses									0
Estimated Expenses									50
Total Proposed Cost									16,727
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
GLMV Architecture 03/27/14

ASP 49 Fee Proposal - Secure Exit Corridor Control Devices
Package 12
HNTB Project No.

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Project Manager	8	46.50	$372
	Sr. Architect	0	37.13	$0
	Architect	8	33.21	$266
	Staff/Tech	8	23.28	$186
	Clerical	2	16.27	$33
	Total Direct Salary Costs			$856
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	174.50%		$1,495
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$2,351
4.	**Fixed Fee**	15.00%		$353
5.	**Subtotal of Items 3 and 4**			$2,704
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		0	
	Printing and Deliveries		5	
	Other Expenses		0	
	Total Direct Non-Salary Expenses			$5
7.	**Subtotal of Items 5 and 6**			$2,709
8.	**Subconsultant Costs**			
	None		0	
	Total Subconsultant Costs			$0
	Total Proposed Cost			$2,709

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 49 - Planning for Future Exit Control Devices

03/24/14

PEC (MEP)

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Current Rates	45.00	38.75	33.80	25.20	24.60	20.20	0.00		
Design									
Establish design requirements		1						1	39
Preliminary design		1	2	2			1	6	157
Confirm preliminary design		1	1	2				4	123
Modify construction documents		1	3	3	4	5	2	18	415
Meetings		2	2					4	145
Coordinate disciplines		1	2	2	2	5	2	14	307
Other	2		1					3	124
Total Design								50	1,309
Construction Administration									
Review submittals		2		4				6	178
Additional site coordination		2		4				6	178
Other								0	0
Total Construction Administration								12	357
General									
Proposal preparation		2						2	78
Other								0	0
Total General								2	78
Total Direct Salary Costs								64	1,744
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			149.74%		2,611
Total Labor Cost									4,355
Fixed Fee							15.00%		653
Total Fee									5,008
Travel and Subsistence									0
Printing and Deliveries									200
Other Expenses									0
Estimated Expenses									200
Total Proposed Cost									5,208
Explanation:									
Other									
Other									
Other									
Other									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 49 - Planning for Future Exit Control Devices

04/07/14

Ross & Baruzzini

	Principal	Project Manager	Senior Systems Analyst	Senior Engineer	Engineer	Designer	Clerical/ CAD	Total Hours	Fee Estimate
Rates	225.00	150.00	175.00	125.00	115.00	90.00	55.00		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	285.02	190.02	221.68	158.35	145.68	114.01	69.67		
Design									
Establish design requirements		2		4				6	1,013
Preliminary design for review with Airport Staff								0	0
Confirm preliminary design		2		8				10	1,647
Revise and reissue construction documents for Package 12 and SI Package				8		4		12	1,723
Meetings / Teleconferences		2		4				6	1,013
Coordinate disciplines				4				4	633
Other								0	0
Total Design								38	6,030
Construction Administration									
Review submittals (maximum two submittals)		2		4			1	7	1,083
Additional site coordination								0	0
Other								0	0
Total Construction Administration								7	1,083
General									
Proposal preparation		1						1	190
Other								0	0
Total General								1	190
Total Direct Salary Costs								46	7,303
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			0.00%		0
Total Labor Cost									7,303
Fixed Fee							0.00%		0
Total Fee									7,303
Travel and Subsistence									0
Printing and Deliveries									0
Other Expenses									0
Estimated Expenses									0
Total Proposed Cost									7,303
Explanation:									
Other									
Other									
Other									
Other									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 49 - Planning for Future Exit Control Devices

04/15/14

FSC

	Principal	Project Manager	Fire Prot. Specialist	CAD Tech			Clerical	Total Hours	Fee Estimate
Rates	73.46	64.55	51.20	31.16	0.00	0.00	26.71		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	93.06	81.77	64.86	39.47	0.00	0.00	33.84		
Design									
Establish design requirements								0	0
Preliminary design								0	0
Confirm preliminary design								0	0
Modify construction documents			4	2				6	338
Meetings								0	0
Coordinate disciplines			2					2	130
Other								0	0
Total Design								8	468
Construction Administration									
Review submittals			2					2	130
Additional site coordination								0	0
Other								0	0
Total Construction Administration								2	130
General									
Proposal preparation			1					1	65
Other								0	0
Total General								1	65
Total Direct Salary Costs								11	663
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			100.55%		666
Total Labor Cost									1,329
Fixed Fee							15.00%		199
Total Fee									1,528
Travel and Subsistence									0
Printing and Deliveries									100
Other Expenses									0
Estimated Expenses									100
Total Proposed Cost									1,628
Explanation:									
Other									
Other									
Other									
Other									

ASP 50 - Tenant Design Services
4/24/2014

Billing Rates

HNTB

	2014 billing rate
Architecture Principal	334.00
Senior Terminal Planner	317.00
Project Manager	199.00
Senior Project Architect	179.00
Project Architect	134.00
Architect	101.00
Clerical/CAD	73.00

Landworks

Principal	120.00
Project LA	110.00
LA	100.00
CADD	75.00
Admin.	50.00

GLMV

Principal	234.00
Project Manager	153.00
Senior Architect	126.00
Architect	109.00
Staff	94.00
Tech	81.00
Clerical	61.00

PEC-Civil

Principal	129.00
Project Manager	109.00
Project Engineer	96.00
Design Engineer	80.00
Tech	80.00
Drafter	55.00
Clerical	46.00

PEC-MEP

Principal	129.00
Project Manager	111.00
Project Engineer	97.00
Design Engineer	72.00
Tech	71.00
Drafter	58.00

Dudley Williams & Associates

	2014 billing rate
Senior Engineer	106.00
Engineer	86.00
Intern Engineer	62.00
Tech	62.00
Clerical	58.00

Ross & Baruzzini

Principal	285.00
Project Manager	219.00
Senior Systems Analyst	255.00
Senior Engineer	182.00
Engineer	168.00
Designer	131.00
Clerical/CAD	80.00

FSC

Principal	215.00
Project Manager	189.00
Fire Prot. Specialist	150.00
CAD Tech	91.00

Lightworks

Principal	115.00
Lighting designer	95.00

AVANT Acoustics

Principal	223.00
Senior Associate	124.00
Associate	94.00
Admin	74.00

Carol Naughton & Associates

Principal	190.00
Project Manager	152.00
Partner Designer	127.00
Senior Designer	101.00
Junior Designer	76.00
Production/Support	76.00

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 6/20/2014

Furniture Changes
Additional Services Request No. 51
HNTB Project 34912

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	280	$45.17	$12,649
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	144.67%		$18,299
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$30,948
4.	**Fixed Fee**	15.00%		$4,642
5.	**Subtotal of Items 3 and 4**			$35,590
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		400	
	Printing and Deliveries		50	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$450
7.	**Subtotal of Items 5 and 6**			$36,040
8.	**Subconsultant Costs**			
				0
	Total Proposed Cost			36,040

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 51 - Furniture Changes

06/20/14

HNTB

	Architect-ure Principal	Senior Terminal Planner	Project Manager	Project Architect	Senior Interior Designer	Staff Architect/ Interior Designer	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	89.00	55.91	37.63	36.77	28.34	20.51		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	118.84	112.74	70.83	47.67	46.58	35.90	25.98		
Selection and layout									
Define requirements for Flight Deck			2		4			6	328
Research & preliminary selections			2		80			82	3,868
Layouts for options			2	4	16	24		46	1,939
Budget pricing for options			2		8	16		26	1,089
Refine selections, layouts and pricing				4	16	16		36	1,510
Final documentation for bidding			2	4	8	8		22	992
								0	0
Total Selection and layout								218	9,726
Presentations									
Prepare for Presentation 1			2		8	8		18	801
Prepare for Presentation 2			2		8	8		18	801
Coordinate samples					8	8		16	660
								0	0
								0	0
								0	0
Other								0	0
Total Presentations								52	2,263
General									
Proposal preparation			4		2			6	376
Project management			4					4	283
								0	0
								0	0
Total General								10	660
Total Direct Salary Costs		0	22	12	158	88	0	280	12,649
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			144.67%		18,299
Total Labor Cost									30,948
Fixed Fee							15.00%		4,642
Total Fee									35,590
Travel and Subsistence									400
Printing and Deliveries									50
Other Expenses									0
Estimated Expenses									450
Total Proposed Cost									36,040
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Corporation
HNTB Project 34912-DS-007
April 7, 2014

ASP 52 - Extension of Terminal Building Construction Phase Services

Summary

Escalation for CA Phase	**24,380**
Project Management	**24,199**
Construction Administration	**32,500**
Total	**81,079**

Wichita Mid-Continent Airport - Terminal Area Redevelopment Projec
HNTB Corporation
HNTB Project 34912-DS-007
April 7, 2014

ASP 52 - Extension of Terminal Building Construction Phase Services

Change in project duration

	per SA 16	actual (current schedule for future)	additional months	additional weeks
Planned start of Pkg 12 construction #1			-	
Planned start of Pkg 12 construction #2	6/12/2012	10/9/2012	3.9	
Planned start of Pkg 12 construction #3	6/12/2012	12/28/2012	6.5	
Substantial Completion of Construction	11/12/2014	2/16/2015	3.2	
Final completion	1/11/2015	4/17/2015	3.2	
Additional Management - Completion of Pkg 12 services	1/11/2015	7/1/2015	5.6	24.4
Additional Pkg 12 CA duration - Final Completion to 7/1/2015			2.5	10.9
Escalation - change in mid-point of CA	9/26/2013	2/18/2014	4.8	

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Corporation
HNTB Project 34912-DS-007
April 7, 2014

ASP 52 - Extension of Terminal Building Construction Phase Services

Escalation

		Total
Adjusted for reduced scope and to exclude pkg's 1, 2, 3 & 8 (combined %)	SD	2,000,463
	DD	2,458,538
	CD	3,093,178
	Bid	197,542
	CA	2,049,839
	Total	9,799,560

Adjusted base contract Fees per Phase (from ASP 30 calculations)

Escalation for CA Phase

	CA only		**2,049,839**
CA escalation (%/yr)	4.8	mo	1.19%
3.00%	total		**24,380**

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 4/3/2014

Extension of Terminal Building Construction Phase Services
Additional Services Request No. 52 (Project Management)
HNTB Project 34912

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	122	$68.78	$8,391
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	144.67%		$12,139
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$20,530
4.	**Fixed Fee**	15.00%		$3,079
5.	**Subtotal of Items 3 and 4**			$23,609
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		390.00	
	Printing and Deliveries		200.00	
	Other Expenses		0.00	
	Total Direct Non-salary Expenses			$590
7.	**Subtotal of Items 5 and 6**			$24,199
8.	**Subconsultant Costs**			

Delayed Start of Terminal Building Construction
Additional Services Request No. 52 (Project Management)

			Architecture Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical	Total Hours	Fee Estimate
2006 rates			93.81	89.00	55.91	50.29	37.63	28.34	20.51		
Annual escalation			3%	3%	3%	3%	3%	3%	3%		
Years			8	8	8	8	8	8	8		
Current Rates			118.84	112.74	70.83	63.71	47.67	35.90	25.98		
HNTB Architecture Services											
Project Management											
Proposal and contract changes					8					8	567
Project mgt & admin (24 weeks)			6		96				12	114	7,824
Total Hours and Fee Estimate										122	8,391
Expenses											
Trips to Wichita	1	trips @		220.00	220						
Flights to Wichita	0	trips @			0						
Meals	1	days @		50.00	50						
Hotel	1	days @		120.00	120						
Travel and Subsistence					390						
Printing					200						
Estimated Expenses					590						

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 4/7/2014

Extension of Terminal Building Construction Phase Services
Additional Services Request No. 52 (Construction Administration)
HNTB Project 34912

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	98	$56.65	$5,551
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	144.67%		$8,031
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$13,582
4.	**Fixed Fee**	15.00%		$2,037
5.	**Subtotal of Items 3 and 4**			$15,619
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		780.00	
	Printing and Deliveries		200.00	
	Other Expenses		0.00	
	Total Direct Non-salary Expenses			$980
7.	**Subtotal of Items 5 and 6**			$16,599
8.	**Subconsultant Costs**			
	GLMV Architecture		15,901	
				15,901
	Total Proposed Cost			32,500

Delayed Start of Terminal Building Construction
Additional Services Request No. 52 (Construction Adminstration)

	Architecture Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical	Total Hours	Fee Estimate
2006 rates	93.81	89.00	55.91	50.29	37.63	28.34	20.51		
Annual escalation	3%	3%	3%	3%	3%	3%	3%		
Years	8	8	8	8	8	8	8		
Current Rates	118.84	112.74	70.83	63.71	47.67	35.90	25.98		
HNTB Architecture Services									
Construction Adminstration									
Meetings, phone calls, correspondence (11 weeks)			22		44			66	3,656
Trips			16		16			32	1,896
Total Hours and Fee Estimate								98	5,551

Expenses				
Trips to Wichita	2	trips @	220.00	440
Flights to Wichita	0	trips @		0
Meals	2	days @	50.00	100
Hotel	2	days @	120.00	240
Travel and Subsistence				780
Printing				200
Estimated Expenses				980

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 52 - Revised Terminal Building Construction Completion Date

04/03/14

GLMV

	Principal	Project Manager	Senior Architect	Architect	Staff	Tech	Clerical	Total Hours	Fee Estimate
Rates	55.31	36.06	29.67	25.72	22.21	18.99	14.50		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	70.07	45.68	37.59	32.58	28.13	24.06	18.37		
Construction Adminstration									
Meetings, phone calls, correspondence (11 weeks)		40				120		160	4,714
Additional site coordination								0	0
Other								0	0
Total Construction Adminstration								160	4,714
General									
Proposal preparation								0	0
Other								0	0
Total General								0	0
Total Direct Salary Costs								160	4,714
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			191.00%		9,004
Total Labor Cost									13,718
Fixed Fee							15.00%		2,058
Total Fee									15,776
Travel and Subsistence									125
Printing and Deliveries									0
Other Expenses									0
Estimated Expenses									125
Total Proposed Cost									15,901
Other									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 7/30/2014

Relocate Gate C
Additional Services Request No. 53, Rev 1
HNTB Project 34912

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	118	$58.02	$6,847
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	144.67%		$9,905
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$16,752
4.	**Fixed Fee**	15.00%		$2,513
5.	**Subtotal of Items 3 and 4**			$19,265
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		0	
	Printing and Deliveries		470	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$470
7.	**Subtotal of Items 5 and 6**			$19,735
8.	**Subconsultant Costs**			
	GLMV		2,933	
	Landworks		2,375	
	PEC - Civil		20,221	
	PEC - MEP		3,138	
	Ross & Baruzzini		5,339	
	FSC Inc		871	
	Avant Acoustics (was Coffeen Fricke Associates)		370	
	Carol Naughton Associates		3,648	
	Lightworks		1,220	
				40,115
	Total Proposed Cost			59,850

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 53 - Relocate Gate C

07/30/14

HNTB

	Architect-ure Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	89.00	55.91	50.29	37.63	28.34	20.51		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	118.84	112.74	70.83	63.71	47.67	35.90	25.98		
Design									
Establish design requirements			8		4			12	757
Preliminary design			4		8			12	665
Confirm preliminary design			4					4	283
Modify construction documents			4	4	24			32	1,682
Meetings			4					4	283
Coordinate disciplines			4		16			20	1,046
Other								0	0
Total Design								84	4,717
Construction Administration									
Review submittals					8			8	381
Additional site coordination					4			4	191
Other								0	0
Total Construction Administration								12	572
General									
Proposal preparation			6					6	425
Project management			16					16	1,133
								0	0
								0	0
								0	0
								0	0
Total General								22	1,558
Total Direct Salary Costs		0	50	4	64	0	0	118	6,847
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			144.67%		9,905
Total Labor Cost									16,752
Fixed Fee							15.00%		2,513
Total Fee									19,265
Travel and Subsistence									0
Printing and Deliveries									470
Other Expenses									0
Estimated Expenses									470
Total Proposed Cost									19,735
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 53 - Relocate Gate C

04/29/14

GLMV

	Principal	Project Manager	Senior Architect	Architect	Staff	Tech	Clerical	Total Hours	Fee Estimate
Rates	55.31	36.06	29.67	25.72	22.21	18.99	14.50		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	70.07	45.68	37.59	32.58	28.13	24.06	18.37		
Construction Adminstration									
Meetings, phone calls, correspondence, ASI		4		4	4			12	426
Additional site coordination		4		8				12	443
Other								0	0
Total Construction Adminstration								24	869
General									
Proposal preparation								0	0
Other								0	0
Total General								0	0
Total Direct Salary Costs								24	869
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			191.00%		1,660
Total Labor Cost									2,529
Fixed Fee							15.00%		379
Total Fee									2,908
Travel and Subsistence									25
Printing and Deliveries									0
Other Expenses									0
Estimated Expenses									25
Total Proposed Cost									2,933
Other									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 53 - Hangar 20/Gate C Changes

07/11/14

Landworks Studio

	Principal	Project LA	LA	CADD	Admin.	staff type	staff type	Total Hours	Fee Estimate
Rates	120.00	100.00	100.00	75.00	50.00	0.00	0.00		
Design									
Landscape drawing changes	1			7				8	645
Irrigation	3	4		10				17	1,510
Specifications								0	0
Meetings								0	0
Total Design								25	2,155
Construction Phase									
Submittal reviews								0	0
Site reviews								0	0
Meetings								0	0
Total Construction Phase								0	0
General									
Proposal preparation/contract change	1							1	120
								0	0
Total General								1	120
Total Direct Salary Costs								26	2,275
Labor and General & Administrative Overhead			Percentage of Direct Salary Costs				0.00%		0
Total Labor Cost									2,275
Fixed Fee							0.00%		0
Total Fee									2,275
Travel and Subsistence									
Printing and Deliveries									100
Other Expenses									
Estimated Expenses									100
Total Proposed Cost									2,375
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 53 - Relocate Gate C

04/29/14

PEC (Civil)

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Rates	45.00	38.00	33.50	28.00	28.00	19.00	16.00		
Annual escalation									
Years									
Current Rates	45.00	38.00	33.50	28.00	28.00	19.00	16.00		
Design									
Prepare Concept Design Plan		8			20			28	864
Preliminary design		20			20			40	1,320
Confirm preliminary design		4						4	152
Final Design		20			20				
Modify construction documents		20			40			60	1,880
Meetings		6						6	228
Coordinate disciplines		2						2	76
Coordinate with Hangar 20 design		12			8			20	680
Coordinate with Const. Manager		8			8			16	528
Total Design								160	5,728
Construction Administration									
Review submittals								0	0
Additional site coordination		8			6			14	472
Other								0	0
Total Construction Administration								14	472
General									
Proposal preparation		2						2	76
Cost Estimating								0	0
Total General								2	76
Total Direct Salary Costs								176	6,276
Labor and General & Administrative Overhead			Percentage of Direct Salary Costs				149.74%		9,398
Total Labor Cost									15,674
Fixed Fee							15.00%		2,351
Total Fee									18,025
									0
Printing and Deliveries									0
									0
									0
									0
CADD @ $18.00/hr						122			2,196
Estimated Expenses									2,196
Total Proposed Cost									20,221
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 53 - Relocate Gate C

04/29/14

PEC (MEP)

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Rates	45.00	38.75	33.80	25.20	24.60	20.20	0.00		
Annual escalation									
Years									
Current Rates	45.00	38.75	33.80	25.20	24.60	20.20	0.00		
Design									
Establish design requirements								0	0
Preliminary design				4				4	101
Confirm preliminary design				1				1	25
Modify construction documents			2	12		2		16	410
Meetings			4	4				8	236
Coordinate disciplines				3				3	76
Other		1	2					3	106
Total Design								35	954
Construction Administration									
Review submittals								0	0
Additional site coordination				2				2	50
Other								0	0
Total Construction Administration								2	50
General									
Proposal preparation				1				1	25
								0	0
Total General								1	25
Total Direct Salary Costs								38	1,030
Labor and General & Administrative Overhead			Percentage of Direct Salary Costs				149.74%		1,542
Total Labor Cost									2,572
Fixed Fee							15.00%		386
Total Fee									2,958
									0
Printing and Deliveries									0
									0
									0
									0
CADD @ $18.00/hr						10			180
Estimated Expenses									180
Total Proposed Cost									3,138
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 53 - Relocate Gate C

04/07/14

Ross & Baruzzini

	Principal	Project Manager	Senior Systems Analyst	Senior Engineer	Engineer	Designer	Clerical/ CAD	Total Hours	Fee Estimate
Rates	225.00	150.00	175.00	125.00	115.00	90.00	55.00		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	285.02	190.02	221.68	158.35	145.68	114.01	69.67		
Design									
Establish design requirements		1		4				5	823
Preliminary design for review with Airport Staff				4		2		6	861
Confirm preliminary design		1		2				3	507
Revise and reissue construction documents for Package 12 and Airport SI Package				4		2		6	861
Meetings / Teleconferences		2		2				4	697
Coordinate disciplines				2				2	317
Other								0	0
Total Design								26	4,066
Construction Administration									
Review submittals (maximum two submittals)		2		4			1	7	1,083
Additional site coordination								0	0
Other								0	0
Total Construction Administration								7	1,083
General									
Proposal preparation		1						1	190
Other								0	0
Total General								1	190
Total Direct Salary Costs								34	5,339
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			0.00%		0
Total Labor Cost									5,339
Fixed Fee							0.00%		0
Total Fee									5,339
Travel and Subsistence									0
Printing and Deliveries									0
Other Expenses									0
Estimated Expenses									0
Total Proposed Cost									5,339
Explanation:									
Other									
Other									
Other									
Other									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 53 - Relocate Gate C

04/16/14

FSC

	Principal	Project Manager	Fire Prot. Specialist	CAD Tech			Clerical	Total Hours	Fee Estimate
Rates	73.46	64.55	51.20	31.16	0.00	0.00	26.71		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	93.06	81.77	64.86	39.47	0.00	0.00	33.84		
Design									
Establish design requirements								0	0
Preliminary design								0	0
Confirm preliminary design								0	0
Modify construction documents			1	6				7	302
Meetings								0	0
Coordinate disciplines								0	0
Other								0	0
Total Design								7	302
Construction Administration									
Review submittals								0	0
Additional site coordination								0	0
Other								0	0
Total Construction Administration								0	0
General									
Proposal preparation			0.5					1	32
Other								0	0
Total General								1	32
Total Direct Salary Costs								8	334
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			100.55%		336
Total Labor Cost									670
Fixed Fee							15.00%		101
Total Fee									771
Travel and Subsistence									0
Printing and Deliveries									100
Other Expenses									0
Estimated Expenses									100
Total Proposed Cost									871
Explanation:									
Other									
Other									
Other									
Other									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 53 - Hangar 20/Gate C Changes

04/02/14

Avant Acoustics

	Principal	Senior Associate	Associate	Admin				Total Hours	Fee Estimate
Rates	55.93	31.09	23.49	18.50	0.00	0.00	0.00		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	70.85	39.38	29.76	23.44	0.00	0.00	0.00		
Design									
Design changes								0	0
Drawings	0.4		3					3	118
Specifications								0	0
Meetings								0	0
Total Design								3	118
Construction Phase									
Submittal reviews								0	0
Site reviews								0	0
Meetings								0	0
Total Construction Phase								0	0
General									
Proposal preparation								0	0
								0	0
Total General								0	0
Total Direct Salary Costs								3	118
Labor and General & Administrative Overhead			Percentage of Direct Salary Costs				173.24%		204
Total Labor Cost									322
Fixed Fee							15.00%		48
Total Fee									370
Travel and Subsistence									
Printing and Deliveries									
Other Expenses									
Estimated Expenses									0
Total Proposed Cost									370
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 53 - Hangar 20/Gate C Changes

04/07/14

Carol Naughton & Assoc

	Principal	Project Manager	Partner Designer	Senior Designer	Junior Designer	Production/Support		Total Hours	Fee Estimate
Rates	150.00	120.00	100.00	80.00	60.00	60.00	0.00		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	8	8	8	8	8	8	8		
Current Rates	190.02	152.01	126.68	101.34	76.01	76.01	0.00		
Design									
Establish design requirements		4				4		8	912
Preliminary design								0	0
Confirm preliminary design								0	0
Modify construction documents		12				8		20	2,432
Meetings								0	0
Coordinate disciplines								0	0
Other								0	0
Total Design								28	3,344
Construction Administration									
Review submittals		2						2	304
Additional site coordination								0	0
Other								0	0
Total Construction Administration								2	304
General									
Proposal preparation								0	0
Other								0	0
Total General								0	0
Total Direct Salary Costs								30	3,648
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			0.00%		0
Total Labor Cost									3,648
Fixed Fee							0.00%		0
Total Fee									3,648
Travel and Subsistence									0
Printing and Deliveries									0
Other Expenses									0
Estimated Expenses									0
Total Proposed Cost									3,648
Explanation:									
Other									
Other									
Other									
Other									

HNTB Architecture - Estimate of Hours and Fees
ASP 53 - Hanger 20 Removal

04/11/14

Lightworks

			KV	AE	KG				Total Hours	Fee Estimate
	Rates	0.00	115.00	95.00	95.00	0.00	0.00	0.00		
Design										
Design changes			3	4					7	725
Drawings			1	4					5	495
Specifications									0	0
Meetings									0	0
Total Design									12	1,220
Construction Phase										
Submittal reviews									0	0
Site reviews									0	0
Meetings									0	0
Total Construction Phase									0	0
General										
Proposal preparation									0	0
									0	0
Total General									0	0
Total Direct Salary Costs									12	1,220
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs				0.00%		0

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 26, 2014

a. 2014 Sanitary Sewer Reconstruction Phase 7 (north of MacArthur Road, east of Maize Road) (468-84973/620709/664014) Traffic to be maintained during construction using flagpersons and barricades. (District IV,V,VI) - $648,000.00

To be Bid: August 15, 2014

PRELIMINARY ESTIMATE of the cost of:
2014 Sanitary Sewer Reconstruction Phase 7
(north of MacArthur Road, east of Maize Road)

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

	LUMP SUM BID ITEMS		
1	MH Rehabilitated (4' dia above box)	1	ea
2	MH Rehabilitated (5' dia above box)	1	ea
3	Manhole Removed	17	ea
4	MH Standard, SS (5')	15	ea
5	MH Standard, SS (5') (in pvmt)	1	ea
6	MH Standard, SS (4') (in pvmt)	1	ea
7	MH Frame & Cover, Replaced	1	ea
8	MH, Rehab Liner (4' dia)	1	ea
9	MH, Rehab Liner (5' dia)	16	ea
10	MH, Rehab Liner (4' dia above box)	1	ea
11	MH, Rehab Liner (5' dia above box)	2	ea
12	MH, Rehab Liner (at force main)	1	ea
13	Site Clearing	1	LS
14	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS		
15	BMP, Erosion Control Mat	700	sy
16	BMP, Silt Fence	300	lf

Construction Subtotal _____

Engineering & Inspection
Administration (3%)
Publication

Total Estimated Cost $648,000.00

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

664014 (620709) 468-84973
Page _____

EXHIBIT _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 19, 2014

a. 135th Street West, Maple to Central Paving Improvements (135th Street West, Maple to Central) (472-84308/706938/636303/205404/774072) See Special Provisions. (District V) - $4,165,000.00

To be Bid: August 8, 2014

PRELIMINARY ESTIMATE of the cost of:
135th Street West, Maple to Central Paving Improvements

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

	LUMP SUM BID ITEMS		
1	Field Office & Laboratory (Type A)	1	LS
2	Mobilization	1	LS
3	Site Clearing	1	LS
4	Site Restoration	1	LS
5	Fence Removed	1	LS
6	Removal of Existing Structures	1	LS
7	Transportation of Salvaged Material	1	LS
8	Excavation	27,058	cy
9	Fill, Compacted (95% Density)	1,829	cy
10	Fill, Loose	2,858	cy
11	Grading, Ditch	1	LS
12	Pavement &/or Curb Removed	15,184	sy
13	Concrete Driveway Removed	730	sy
14	Concrete Sidewalk Removed	118	sy
15	Concrete Flume Removed	98	lf
16	AC Pavement 5" (3" Base)	751	sy
17	AC Pavement 7" (5" Base)	18,917	sy
18	Concrete Pavement (VG) 8" Reinf.	1,130	sy
19	Concrete Curb & Gutter Type 1 (6" & 1 1/2")	8,781	lf
20	Concrete Curb & Gutter Type 2 (6" & 1 1/2")	201	lf
21	Concrete Curb & Gutter Type 3 (8" & 1 1/2")	1,411	lf
22	Concrete Curb & Gutter Type 4 (6 5/8" & 1 1/2")	330	lf
23	Concrete C+G, Mono Edge (6" & 1 1/2")	605	lf
24	Concrete Ramp Nose Section (Median)	7	ea
25	Crushed Rock Base 5", Reinf.	790	sy
26	Crushed Rock Base 7", Reinf.	1,621	sy
27	Crushed Rock Base 8", Reinf.	22,605	sy
28	Wheelchair Ramp w/ Detectable Warning	13	ea
29	Handrail	112	lf
30	MH Adjusted, SS	4	ea
	LUMP SUM BID ITEMS - Drainage		
31	Pipe, SWS, RCP 15"	2,044	lf
32	Pipe, SWS, RCP 18"	496	lf
33	Pipe, SWS, RCP 24"	337	lf
34	Pipe, SWS, RCP 30"	178	lf
35	Pipe, SWS, RCP 36"	682	lf
36	Pipe, SWS, RCP 48"	44	lf
37	Pipe, SWS, HERCP (29" x 45") (36")	239	lf
38	Pipe, SWS, HERCP (34" x 53") (42")	458	lf
39	Pipe, SWS, RCBC (5' x 3')	296	lf
40	Pipe, SWS, RCBC (3 - 8' x 5')	56	lf
41	Wingwalls	4	ea
42	Pipe, End Section (15")	1	ea
43	Pipe, End Section (18")	1	ea
44	Pipe, End Section (36")	1	ea
45	Pipe, End Section (48")	1	ea
46	Pipe, End Section (34" x 53")	1	ea
47	Inlet, Curb (Type 1A) (L=10' W=3')	5	ea
48	Inlet, Curb (Type 1A) (L=10' W=4')	1	ea
49	Inlet, Curb (Type 1A) (L=10' W=5')	5	ea
50	Inlet, Curb (Type 1A) (L=10' W=6')	3	ea
51	Inlet, Curb (Type 1A) (L=15' W=3')	5	ea
52	Inlet, Curb (Type 1A) (L=5' W=5')	1	ea
53	Inlet, Curb (Type 1A) (L=5' W=3')	17	ea
54	Inlet, Curb (Type 1A) (L=5' W=7.5')	1	ea
55	Inlet, Drop (Double)	1	ea
56	Inlet Hookup	38	ea
57	Manhole, Connect to Existing	2	ea

58	Manhole, Shallow (Dia.= 5')	1	ea
59	Manhole, Standard (Dia. = 4')	1	ea
60	Manhole, Standard (Dia. = 8')	2	ea
61	MH, Reinforced Concrete (L = 7.5', W = 3')	1	ea
62	MH, Reinforced Concrete (L = 6', W = 5')	1	ea
63	MH, Water Quality (5')	1	ea
64	MH, Water Quality (7')	2	ea
65	MH, Water Quality (8')	1	ea
66	Rip Rap, Light Stone	168	sy
67	Sidewalk Flume	4	ea
68	Concrete Flume	1	ea
69	Ditch Liner	880	sy
70	Pipe Support Crossing	1	ea
	LUMP SUM BID ITEMS - Traffic		
71	Pavement Marking	1	LS
72	Signing, Except Street Name Signs	1	LS
73	Signing, Street Name Signs Only	1	LS
74	Traffic Control	1	LS
	LUMP SUM BID ITEMS - Landscaping		
75	Seeding	1	LS
76	Sodding	1	LS
	MEASURED QUANTITY BID ITEMS - Paving		
77	Concrete Driveway 8"	2,377	sf
78	Concrete Driveway 6"	170	sf
79	Concrete Sidewalk 4"	27,924	sf
80	Concrete Sidewalk 5"	44,190	sf
81	Concrete Sidewalk Protection Curb	170	lf
82	Retaining Wall (Block)	2,121	sff
83	Retaining Wall (Gravity)	45	sff
84	AC Pavement (Temporary)	300	sy
85	Concrete Pavement 6"	125	sf
86	Sleeves, 4" PVC	256	lf
87	Sleeves, 6" PVC	140	lf
	MEASURED QUANTITY BID ITEMS - Water (636303)		
88	Valve Box Adjusted	17	ea
89	Water Meter Adjusted	1	ea
90	Fire Hydrant Adjusted	4	ea
91	Air Release Valve Adjusted	1	ea
	MEASURED QUANTITY BID ITEMS - Drainage		
92	Removed Pipe	730	lf
93	Pipe, Abandoned in Place	435	lf
94	Pipe, SWS, PVC 4", Perforated (Underdrain)	420	lf
95	Fill, Sand (Flushed & Vibrated)	4,770	lf
	MEASURED QUANTITY BID ITEMS - Erosion Control		
96	BMP, Back of Curb Protection	1,125	lf
97	BMP, Construction Entrance	6	ea
98	BMP, Curb Inlet Protection	34	ea
99	BMP, Ditch Check	9	ea
100	BMP, Drop Inlet Protection	2	ea
101	BMP, Silt Fence	5,484	lf
102	BMP, Erosion Control Mat	5,801	sy
	MEASURED QUANTITY BID ITEMS - Traffic Control		
103	Signing, Elec. Portable Message (each per day)	180	day
	MEASURED QUANTITY BID ITEMS - Landscaping		
104	Queen Elizabeth Maple (2 - 2 1/2" caliper)	4	ea
105	Shantung Maple (2 - 2 1/2" caliper)	11	ea
106	Trident Maple (2 - 2 1/2" caliper)	9	ea
107	Oklahoma Redbud (1 1/2 - 2" caliper)	10	ea
108	Prairiefire Crab (1 1/2 - 2" caliper)	23	ea
109	Snow Drift Crab (1 1/2 - 2" caliper)	46	ea
110	Trees, Small Removed	19	ea
111	Trees, Large Removed	52	ea
112	Gate Removal, Sta 121+30 Lt.	1	ea
113	Gate Replacement, Sta 121+30 Lt.	1	ea
	Add Alternate 1 LUMP SUM BID ITEMS - GROUP 1 (706938)		
114	Sidewalk Flume (8')	1	ea
115	Concrete Flume (Sta 116+72 Rt.)	1	ea
	Add Alternate 2 LUMP SUM BID ITEMS - GROUP 2 (706938)		
116	V-Concrete Flume (Sta 116+72 Rt.)	1	ea

Construction Subtotal _____

Design Fee
Design Fee Supplemental
Engineering & Inspection
Engineering & Inspection (636303)
Right-of-Way
Utility Potholes
Administration
Administration (636303)
Publication
Other

Total Estimated Cost $4,165,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Paul Crumbacker
for Gary Janzen, P.E., City Engineer

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

_____
City Clerk

205404/774072 (706938/636303)472-84308

Page _____ EXHIBIT ____

Agenda Item No. II-4a

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Autumn and Art at Bradley Fair (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Mary Beth Jarvis, Wichita Festivals, Inc. is coordinating Autumn and Art at Bradley Fair with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Autumn and Art at Bradley Fair September 12, 2014 6:00 am – September 14, 2014 10:00 pm

- North Bradley Fair Parkway, Rock Road to East 21st Street North
- Wilson Estates Parkway, North Bradley Fair Parkway to Saddle Creek Road

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring 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.

Agenda Item No. II-4b

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Community Events – 46th Annual Wichita Black Arts Festival (District I)

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 Elaine Guillory, Wichita Black Arts Festival Association. is coordinating the 46th Annual Wichita Black Arts Festival at McAdams Park with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

46th Annual Wichita Black Arts Festival August 30 , 2014 8:00 am – September 1, 2014 10:00 pm

- 15th Street North, Ohio Street to Interstate 135 underpass

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring 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.

Agenda Item No. II-4c

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Women's Half Marathon and 5K Race (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Louise Long, See Jane Run is coordinating the Women's Half Marathon and 5K Race with City of Wichita staff, subject to final Approval by the City Council.

Analysis: The following street closure request has been submitted:

Women's Half Marathon and 5K Race: September 13, 2014 8:00 am-1:00 pm

- Waco Street, Douglas Avenue to entrance of Drury Plaza Hotel Broadview
- Douglas Avenue, Waco Street to North Walnut Street
- North Sycamore Street, Texas Street to McLean Boulevard
- First Street, Waco to Mclean Boulevard
- McLean Boulevard, North Seneca Street to West Maple Street
- Second Street, North Seneca Street to Waco Street
- West Murdock, North Amidon Street to North Woodrow Avenue
- North Woodrow Avenue, West Murdock to West Pine Street
- West Pine Street, North Woodrow Avenue to Stackman Drive
- Stackman Drive, North Seneca Street to Murdock Street roundabout
- Nims Street, Murdock to Stackman Drive roundabout
- Murdock Street, Stackman Drive to Waco Street
- West River Boulevard, Murdock Street to West 11th Street
- West 11th Street, West River Boulevard to North Oak Park Drive
- North Oak Park Drive, North Bitting Avenue to West 11th Street
- North Bitting Avenue, West River Boulevard to North Oak Park Drive
- West Ninth Street, North Oak Park Drive to North Back Bay Boulevard
- North Back Bay Boulevard, North Oak Park Drive to North Waco Avenue
- Waco Avenue, North Back Bay Boulevard to West Central Avenue
- West Central Avenue, North Waco Avenue to North Seneca Street
- North Greenway, North Waco Street to West Central Avenue

- North Seneca Street, West Central Avenue to North Mclean Boulevard

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring 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.

Agenda Item No. II-4d

City of Wichita
City Council Meeting
August 19, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Walk to End Alzheimer's (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Craig Davis, Event Coordinator for the Alzheimer's Association is coordinating the Walk to End Alzheimer's with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Walk to End Alzheimer's September 14, 2013 9:30 am – 12:00 pm

- Lewis/Waterman Street, Main Street to Wichita Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works and Utilities Departments; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. II-4e

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Community Events – GFFT is Hip 5K (District VI)

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 Kathryn Lyon, Genesis Foundation Development Coordinator is coordinating the GFFT is Hip 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

GFFT is Hip 5K September 13, 2014 4:00 pm – 8:00 pm

- McLean Boulevard, Harry Street to Douglas Avenue
- Maple Street, Sycamore Street to McLean Boulevard

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring 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.

Agenda Item No. II-4f

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Midian Shriners Car Show and Swap Meet (District VI)

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 Dave Byerley is coordinating the Midian Shriners Car Show and Swap Meet with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Midian Shriners Car Show and Swap Meet September 14, 2014 8:00 am – 5:00 pm

- Topeka Street, First Street to Douglas Avenue
- First Street, Broadway Street to Topeka Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring 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.

Agenda Item No. II-4g

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Earn Your Stripes 5K (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 Patrick Todd, Oz Endurance is coordinating the Earn Your Stripes 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Earn Your Stripes 5K September 20, 2014 8:30 am – 11:00 am

- 127th Street East, Killenwood Drive to the entrance of the K-96 Bike Path

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring 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
August 19, 2014

TO: Mayor and City Council

SUBJECT: Contract Amendment No. 2 Construction Administration – Market Street Garage Repair (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: It is recommended that the City Council approve the Contract Amendment for additional engineering services, and authorize the necessary signatures.

Background: On March 25, 2014, the City Council approved the project to complete structural repairs and refurbishment of all nine levels of the recently acquired parking garage located at 215 South Market Street, and the utilization of the structural engineering services of Krudwig Engineering to complete design services through the Construction Document Phase.

On July 3, 2014, the City accepted bids for the Structural Repair and Refurbishment of the garage and awarded the project to Martin K. Eby Construction to complete the work.

Analysis: Due to the extensive amount of observation and oversight required for the relatively unique methods of concrete repair and replacement that are necessary for this project, construction administration services and oversight from a licensed professional engineer will be necessary to assure the repairs are made correctly, and per specifications. City staff will make routine site visits and administer the executive part of the contract.

Financial Considerations: Funding in the amount of $370,000 for the additional services is available within the original approved budget, with no additional funding needs anticipated.

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

Recommendation/Action: It is recommended that the City Council approve the contract amendment, and authorize all necessary signatures.

Attachments: Contract Amendment No. 2 with Krudwig and Associates.

AMENDMENT NUMBER TWO

THIS AMENDMENT, Made the _____day of _____2014,

BY AND BETWEEN THE CITY OF WICHITA, KANSAS
A Municipal Corporation, hereinafter
referred to as
"OWNER"

AND KRUDWIG STRUCTURAL ENGINEERS,
hereinafter referred to as
"CONSULTANT"

WHEREAS, the parties have heretofore, on the 4th day of February 2014, entered into a Contract; and

WHEREAS, the parties wish to modify the "SCOPE OF SERVICES" in connection with the Proposed Modifications to Market Street Parking Garage Restoration which is the subject matter of such Contract.

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. The Contract between the parties dated February 4th, 2014 shall be amended to change the Basic Services (EXHIBIT "A") to be performed by the **CONSULTANT** as follows:

The **CONSULTANT** will provide structural professional services for the project as outlined in original Proposal Number KA14B21.05.03 dated 6/26/2014 for Construction Administration Services to be performed by a licensed Professional Engineer registered in the state of Kansas. The **CONSULTANT** will work with the **OWNER** to provide services as outlined in the proposal in full.

The **CONSULTANT** will obtain approvals of State or other agencies as necessary to complete the project.

Federal and state laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1073, as amended (504), and the Americans with Disabilities Act of 1990 (ADA) require that the City of Wichita and all organizations or firms contracting with the City of Wichita, except those providing tangible goods, comply with ADA/504 accessibility requirements. We understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. We also agree that all new construction, alterations, or additions to City of Wichita buildings or facilities, performed by my organization or its subcontractors, must comply with all city, state, and federal laws, including related building guidelines/codes, and specifically the Americans with Disabilities Accessibility Guidelines (ADAAG).

The **CONSULTANT** will review Shop Drawings, review and promptly respond to Contractor Requests for Information (RFI), and review Contractor's Payment Applications for accuracy, and track quantities and Contractor's schedule of values. Set forth in detail and prescribe the work to be done; the materials, workmanship, finishes, and equipment required for the structural stabilization, repair, and related contract documents satisfactory to the **OWNER** for the effective coordination and efficient execution of the proposed construction project.

The **CONSULTANT** will use the **OWNER'S** Modified Construction Contract and General Conditions packages (AIA 101 and 201 modifications) that have been approved by the City of Wichita, Law Department, when American Institute of Architects (AIA) form documents are used in connection with the City's bid and specification documents.

The **CONSULTANT** will conduct the necessary code analysis, consult with governing authorities having jurisdiction over the Project, and incorporate their requirements into the construction of the Project, as well as necessary Site Visits.

The **CONSULTANT** will review all required Submittal and Documents for completeness and compliance before release for use on Project.

The **CONSULTANT** will provide guidance to the **OWNER** and to Contractors, write and coordinate and otherwise aid in the response to RFI or provide clarifications as required.

During the Construction Phase, the **CONSULTANT** will be responsible for providing periodic monitoring of the construction in accordance with professional standards. In addition, the **CONSULTANT** will condemn work, which fails to conform to the Contract Documents, prepare certificates of payments due the contractor, provide consultation and advice to the **OWNER** and contractor during construction, issue necessary interpretations and clarifications of the Contract Documents, and review shop drawings for conformation with the bid documents.

The **CONSULTANT** will not be responsible for the contractor(s) scheduling, means or methods of construction or be responsible for the safety of the site and/or workplace.

II. The Contract between the parties dated February 4th, 2014 shall be amended to change the **PAYMENTS**. The **OWNER** agrees to pay the **CONSULTANT** for services rendered under this Amendment Number Two, a total fee established as follows:

Construction Administration and other related items including those items identified in Paragraph I above a single stipulated lump sum fee including reimbursable expenses of $370,000. This fee is based on a total budget as follows:

This fee shall constitute complete compensation for the services. (See attached proposals a copy of which is attached hereto and which is incorporated herein by reference.)

This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

III. All other provisions of the February 4th, 2014 Contract and subsequent Amendments between the parties hereto not modified herein shall remain in full force and effect.

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

CITY OF WICHITA, KANSAS

by _____
Carl Brewer, Mayor

Attest:

Krudwig Structural Engineers

_____
Karen Sublett, City Clerk

by_____
John A Krudwig, PE

City Seal:

Approved as to form:

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

CITY OF WICHITA
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Acquisition of Tracts Required for the Chemical Sewer Odor Control Site at 2300 North Broadway (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: As part of the sanitary sewer system, the City of Wichita has facilities for the injection of chemicals into the sanitary sewer to control odors. One such facility is located at 2300 North Broadway. The site was developed on an area acquired by easement in 1992. A review of the easement has revealed potential issues with the validity of the easement that may impact the City's rights to be on the site. The City attempted to negotiate a new easement with the current owner. These efforts failed and the owner initiated a suit claiming the City was trespassing on the subject property. Because of these issues, the City Council granted authority to initiate eminent domain on October 22, 2013.

Analysis: The project requires a 27,500 square foot site and a 11,732 square foot sewer easement. These were appraised at $49,040 based on $1.25 per square foot. During negotiations, it was discovered that several domestic water lines serving the main property ran under the tract being acquired by the City. The cost to relocate the lines was estimated at $134,000 to $145,000. This estimate does not include several private hydrants that might have to be relocated. The owner has agreed to accept $225,000 for the acquisition. The owner will bear all costs to relocate the water lines and the hydrants if necessary. Additionally, the owner will dismiss the trespass claims against the City. The settlement will allow the City to dismiss the eminent domain action thus avoiding the uncertainty of an eminent domain award as well as the costs associated with completing the eminent domain process.

Financial Considerations: A budget of $230,000 is requested. This includes $225,000 for the acquisition and $5,000 for closing costs and other administrative costs. The settlement can be paid out of the Sewer Utility's operating budget without impacting rates. The fund has a $250,000 contingency that can cover this cost. A budget adjustment is necessary to move the funds from the contingency to a separate line item to make the payment.

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

Recommendation/Action: It is recommended that the City Council; 1) approve the Budget; 2) approve any necessary budget adjustments; 3) approve the Settlement Agreement; and 4) authorize the necessary signatures.

Attachments: Tract map and settlement agreement.

SETTLEMENT AGREEMENT

The City of Wichita, Kansas, a Kansas municipal corporation ("City"), and FYG Investments, Inc., a Texas corporation ("FYG") (collectively referred to herein as the "Parties"), hereby enter into this Settlement Agreement ("Agreement") on this _____ day of August, 2014.

WHEREAS, disputes and differences have arisen between City and FYG regarding certain real property and an easement sought by City in Case No. 14-CV-0185, *City of Wichita, Kansas v. FYG Investments, Inc., et al.*, pending in the District Court of Sedgwick County, Kansas ("Eminent Domain Action") as desired by City to reconstruct a sewer pickle liquor injection facility, and ancillary sewer lines thereto ("Pickle Liquor Site"); and

WHEREAS, FYG filed an inverse condemnation and trespass action against City titled *FYG Investments, Inc. v. City of Wichita, Kansas*, Case No. 14-CV-0357, which is pending in the District Court of Sedgwick County, Kansas ("Trespass Action"); and

WHEREAS, the Parties to this Agreement desire to settle the Eminent Domain Action and certain portions of the Trespass Action (any and all issues related to the Pickle Liquor Site, and specifically FYG's First and Second Causes of Action contained within the Petition to the Trespass Action) and to fully and finally resolve any and all disputes existing among and between them relating to the facts and claims at issue as related to the Pickle Liquor Site.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreement set forth herein, the Parties agree as follows:

1. **Deed and Sewer Easement.** Within ten business days after this Agreement is fully executed, FYG shall sign and deliver to City the Deed and Sewer Easement attached hereto as Exhibit A ("Conveyance Documents"). Upon delivery to City of the executed Conveyance Documents, City shall simultaneously pay to FYG the sum of $225,000.00 as compensation for the property interests acquired and as further consideration of the release of all other claims related to the Pickle Liquor Site, as discussed herein.

2. **Dismissal of Claims.** Within ten business days following the exchange of the executed Conveyance Documents and FYG's receipt of the $225,000.00, as detailed in paragraph 1, FYG will take action to effect the dismissal of its First and Second Cause of Action in the Trespass Action, with prejudice, and the City will take action to effect the dismissal of the Eminent Domain Action, with each party to bear its own costs, expenses, and attorneys' fees.

3. **Restrictions on Design and Reconstruction of Pickle Liquor Site.** With regard to the reconstruction of the facility located on the Pickle Liquor Site, the City and FYG further agree to the following terms:

a. City shall build a fence around the Pickle Liquor Site and a concrete unloading apron with curb on the side (to direct any potential spillage away from abutting FYG property) within 90 days before utilizing the Pickle Liquor Site as a sewer injection facility, and specifically before ever delivering pickle liquor or any other hazardous material to the site.

b. FYG will, within 30 days of the full execution of this Agreement, construct water line caps to its private water lines that exist underneath the Pickle Liquor Site at location(s) outside the site.

4. **Rights to Injunctive Relief.** If the City or an authorized third-party supplier delivers pickle-liquor solution, or any other hazardous material, to the Pickle Liquor Site before completion of the unloading apron and perimeter fence discussed in paragraph 3(a), then FYG shall immediately be entitled to obtain injunctive or other equitable relief in Sedgwick County District Court prohibiting further deliveries to and/or the City's use of the Pickle Liquor Site, without the necessity of proving actual monetary loss or posting any bond. The injunctive relief shall continue in effect until completion of the unloading apron and perimeter fence. The City must reimburse FYG, on demand, for reasonable attorneys' fees and expenses incurred by FYG in obtaining injunctive relief. The remedy described in this section shall not be FYG's exclusive remedy, and FYG shall be entitled to seek such other relief or remedy, at law or in equity, to which it may be entitled as a consequence of the City's failure timely to construct the unloading apron and perimeter fence.

5. **Authority and Capacity to Execute.** Each of the persons signing this Agreement represents, warrants, and guarantees that he has the full and complete authority and capacity to execute the Agreement and bind the party for whom said person is signing.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors, assigns, agents and representatives.

7. **Entire Agreement.** This Agreement constitutes the full, complete, and entire agreement between the Parties. There are no representations, promises, or agreements, whether expressed or implied, oral or written, that are not set forth herein. The terms of this Agreement are contractual and not a mere recital.

8. **Review of Agreement and Understanding Thereof.** The Parties represent that they have carefully read this Agreement and understand its terms and conditions without reservation. The Parties further acknowledge that in entering into this Agreement, they are relying wholly upon their own judgment, belief, and knowledge, and

that they have not been influenced, to any extent whatsoever, by any representations or statements made by any other Party to this Agreement or the persons, firms, or corporations who are hereby released. The Parties have had the opportunity to receive the advice of legal counsel before entering into this Agreement and are doing so freely and voluntarily.

9. **Joint Preparation of Agreement.** This Agreement shall not be construed against the party preparing it, but shall be construed as if it were prepared jointly by all the Parties, and any uncertainty or ambiguity shall not be interpreted against any person or entity.

10. **Amendments and Modifications.** No modifications, alterations, or amendments of this Agreement shall be effective unless made in writing and signed by each of the Parties hereto.

11. **Lawful Agreement.** The Parties agree that the covenants, promises, agreements, and representations herein made and provided are lawful and adequate consideration for each other.

12. **Invalidity.** If any provision in this Agreement should be held to be invalid or unenforceable, then such provision shall be made effective to the fullest extent reasonable and practical, and the invalidity or unenforceability of such provision shall not affect the remaining provisions, which shall at all times continue in full force and effect.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

14. **Execution of Additional Documents.** The Parties agree to cooperate fully and to execute any and all supplementary documents, and to take all additional actions and proceedings, whether legal, procedural, or otherwise, that may be necessary, advisable, or appropriate to give full force and effect to the terms and intent of this Agreement.

15. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute the same instrument. A signature made on a faxed copy of the Agreement, or a signature transmitted by facsimile or electronic mail, will have the same effect as the original signature.

16. **Use of Headings.** The Parties understand and agree the headings in this Agreement have been inserted for ease of reference only and do not in any way restrict or modify its terms or provisions.

17. **Time.** Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date above first written.

FYG INVESTMENTS, INC.

Brenda Mason

Signature

Brenda MASON

Print Name

PRESIDENT

Print Title

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

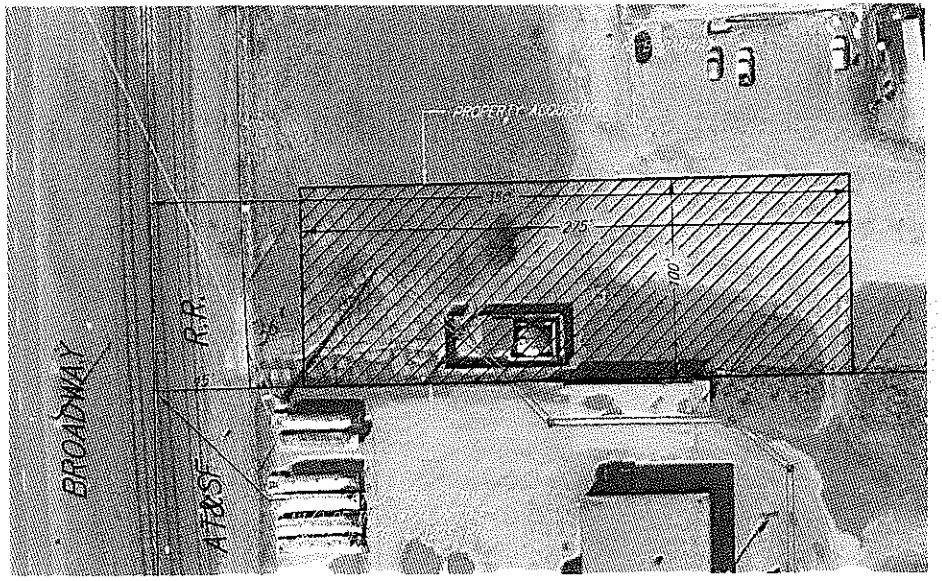
Approved as to form:

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

EXHIBIT A

COPY OF DEED AND SEWER EASMENT ATTACHED AND INCORPORATED HEREIN.

TRACT MAP 5
PROPERTY ACQUISITION



The east 275.00' of the west 350.00 feet of the south 100.00 feet of the N1/2 of the SW1/4 of the SW1/4 of Sec. 4, T27S, R1E of the 6th P.M., Sedgwick County, Kansas, containing 27,501 square feet, more or less.

WILLIAM K. CLEVENGER
LICENSED
LS-1437
7/2/13
KANSAS
LAND SURVEYOR

= PROPOSED PROPERTY ACQUISITION

FYG INVESTMENTS INC.
P.O. BOX 4047
WICHITA, KS 67204

B 0014500UP

60' 0 60'

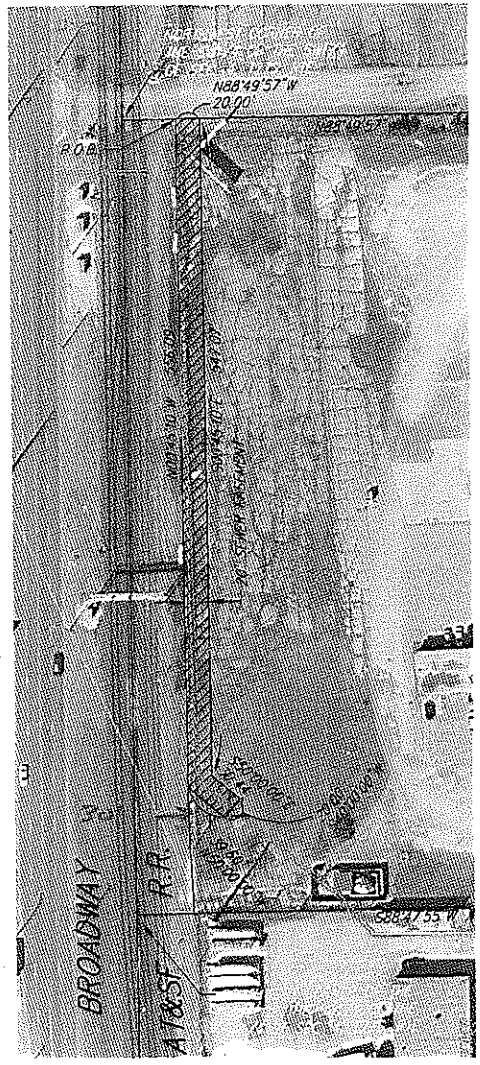
NOTE: THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY

DWG FILE: SURVEY BASE
PROJECT NO. 4167S
JULY 2, 2013

RUGGLES BOHM
ENGINEERING | SURVEYING | LANDSCAPE ARCHITECTURE | GOVERNMENT
924 NORTH MAIN WICHITA, KANSAS 67203 P (316) 264-8008 F (316) 264-4621
WWW.RBKANSAS.COM

TRACT MAP 4
SEWER EASEMENT

That part of the N1/2 of the SW1/4 of the SW1/4 of Sec. 4, T27S, R1E of the 6th P.M., Sedgwick County, Kansas, described as commencing at the northwest corner of the SW1/4 of said SW1/4; thence N88°49'57"W along the north line of the SW1/4 of said SW1/4 to a point being 45.00 feet east of the west line of said SW1/4, also being the east right of way line of the AT&SF Railroad, for a place of beginning; thence continuing N88°49'57"W along said north line to a point 20.00 feet east of the place of beginning; thence S00°45'10"E, parallel with said west line, 547.07 feet; thence S50°00'00"W, 30.44 feet; thence S40°00'00"W, 20.00 feet; thence N50°00'00"W, 39.60 feet to said east right of way line; thence N00°45'10"W, along said east right of way line, 556.09 feet to the place of beginning, containing 11,732 square feet, more or less.

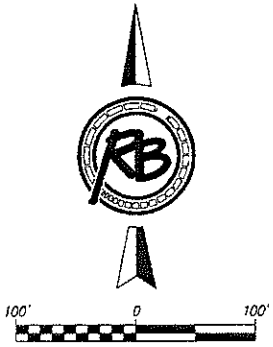


NOTE: THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY

FYG INVESTMENTS INC.
P.O. BOX 4047
WICHITA, KS 67204

B 0014500UP

= PROPOSED SEWER EASEMENT



WILLIAM K. CLEVENGER
LICENSED
LS-1437
7/2/13
KANSAS
LAND SURVEYOR

DWG FILE: SURVEY BASE
PROJECT NO. 4167S
JULY 2, 2013

RUGGLES BOHM
ENGINEERING | SURVEYING | LANDSCAPE ARCHITECTURE | GOVERNMENT
924 NORTH MAIN WICHITA, KANSAS 67203 P (316) 264-8008 F (316) 264-4621
WWW.RBKANSAS.COM

Agenda Item No. II-6b

CITY OF WICHITA
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1530 South Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. The project requires a 200 square foot corner clip from the southwest corner of the property at 1530 South Meridian. A temporary construction easement consisting of 595.4 square feet is also required. The subject is improved with a multi-tenant, residential building however; the improvements are removed from the taking.

Analysis: The proposed acquisition was valued at $975. This amount is comprised of $750 ($3.75 per square foot) for the road right-of-way and $225 ($0.38 per square foot) for the use of the temporary construction easement. The seller agreed to accept the appraised offer plus an additional $1,025 as damages to paving and the cost to clear title.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $2,500 is requested. This includes $2,000 for the acquisitions and $500 for title work, closing costs and other administrative fees.

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

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

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

REAL ESTATE PURCHASE CONTRACT

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

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

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

   A Proposed Right-of-Way Acquisition in Lot 91 on Meridian Avenue in Stiles & Smith's Addition to Wichita, Sedgwick County, Kansas, Described as Follows:

   A portion of Lot 91 on Meridian Avenue in Stiles & Smith's Addition to Wichita, Sedgwick County, Kansas described as commencing at the southwest corner of said Lot 91; thence east along the south line of said Lot 91 a distance of 10.00 feet to a point of the east line of Meridian Avenue per Condemnation Case #53077 for a Point of Beginning; thence continuing east along the south line of said Lot 91 a distance of 20.00 feet; thence northwesterly a distance of 28.20 feet to a point on the east line of Meridian Avenue per said Condemnation Case #53077; thence south along the east line of Meridian Avenue per said Condemnation Case #53077 a distance of 20.00 feet to the Point of Beginning.

   Containing 200.0 Sq. Ft., more or less.

   Together with a temporary easement for construction purposes; for consideration as hereinafter set forth, the Sellers agree to grant to the Buyer, his duly authorized agents, contractors and assigns the right to enter upon the following described real estate in the County of Sedgwick, State of Kansas:

   A Proposed Temporary Construction Easement in Lot 91 on Meridian Avenue in Stiles & Smith's Addition to Wichita, Sedgwick County, Kansas, Described as Follows:

   A portion of Lot 91 on Meridian Avenue in Stiles & Smith's Addition to Wichita, Sedgwick County, Kansas described as commencing at the southwest corner of said Lot 91; thence east along the south line of said Lot 91 a distance of 10.00 feet to a point of the east line of Meridian Avenue per Condemnation Case #53077; thence continuing east along the south line of said Lot 91 a distance of 20.00 feet for a Point of Beginning; thence continuing east along the south line of said Lot 91 a distance of 90.00 feet to the southeast corner of said Lot 91; thence north along the east line of said Lot 91 a distance of 5.00 feet; thence west parallel with the south line of said Lot 91 a distance of 87.95 feet; thence northwesterly a distance of 24.05 feet to a point 5.00 normally distant east of the east line of Meridian Avenue per said Condemnation Case #53077, said point being 22.05 feet normally distant north of the south line of said Lot 91; thence north parallel with the west line of said Lot 91 a distance of 2.99 feet to a point on the north line of said

Lot 91; thence west along the north line of said Lot 91 a distance of 5.00' to a point on the east line of Meridian Avenue per said Condemnation Case #53077; thence south along the east line of Meridian Avenue per said Condemnation Case #53077 a distance of 5.00 feet; thence southeasterly a distance of 28.20 feet to the Point of Beginning.

Containing 595.4 Sq. Ft., more or less.

2. The Buyer hereby agrees to purchase, and pay as consideration for the conveyance to it of the above-described real property, Two Thousand Dollars ($2,000).

3. The Seller and Buyer hereby agree that the Buyer, or his duly authorized agents, possess the right of entrance to the area described as the Temporary Construction Easement, occupation and use to continue only during the construction and completion of the above project.

4. The Temporary Construction Easement expires ninety days (90) after completion of the road construction project for which this easement is acquired.

5. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.

6. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

7. Taxes and specials shall be pro-rated for the calendar year. All prior years specials and taxes shall be current at time of closing.

8. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted. Seller agrees to provide lease cancelations for any leases with terms longer than month to month.

9. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

10. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before September 30, 2014.

11. Possession to be given to Buyer at closing

12. Closing costs shall be paid 100% by Buyer and 0% by Seller.

13. Site Assessment

A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

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

SELLER:

Chadwick B. Rasmussen 8-4-14

Chadwick B. Rasmussen

BUYER:

_____

Carl Brewer, Mayor

ATTEST:

_____

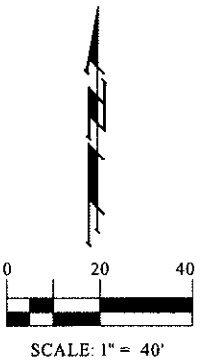
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

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

EXHIBIT

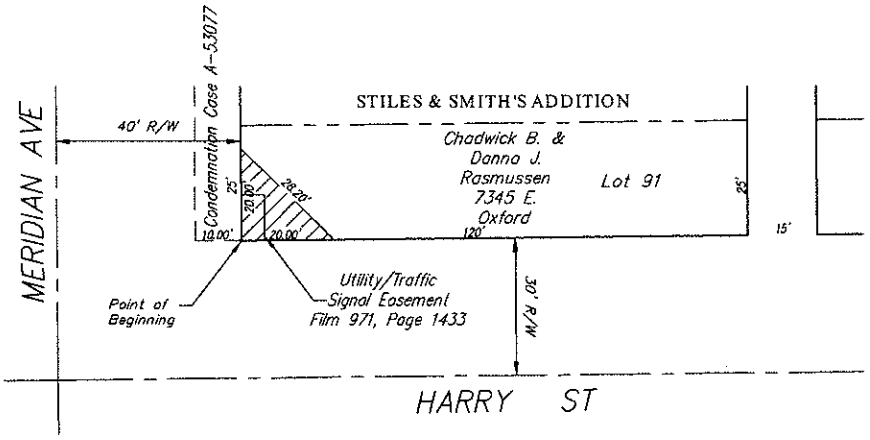


LEGAL DESCRIPTION:

A Proposed Right-of-Way Acquisition in Lot 91 on Meridian Avenue in Stiles & Smith's Addition to Wichita, Sedgwick County, Kansas, Described as Follows:

A portion of Lot 91 on Meridian Avenue in Stiles & Smith's Addition to Wichita, Sedgwick County, Kansas described as commencing at the southwest corner of said Lot 91; thence east along the south line of said Lot 91 a distance of 10.00 feet to a point of the east line of Meridian Avenue per Condemnation Case #53077 for a Point of Beginning; thence continuing east along the south line of said Lot 91 a distance of 20.00 feet; thence northwesterly a distance of 28.20 feet to a point on the east line of Meridian Avenue per said Condemnation Case #53077; thence south along the east line of Meridian Avenue per said Condemnation Case #53077 a distance of 20.00 feet to the Point of Beginning.

Containing 200.0 Sq. Ft., more or less.



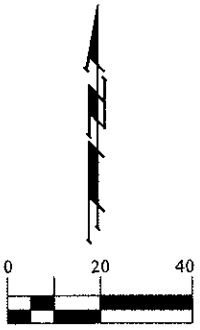
1-10-14

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

Project Number 10-04-E493

E:eng/Meridian-Orient to McCormick\Exhibit\Rasmussen.dwg

EXHIBIT



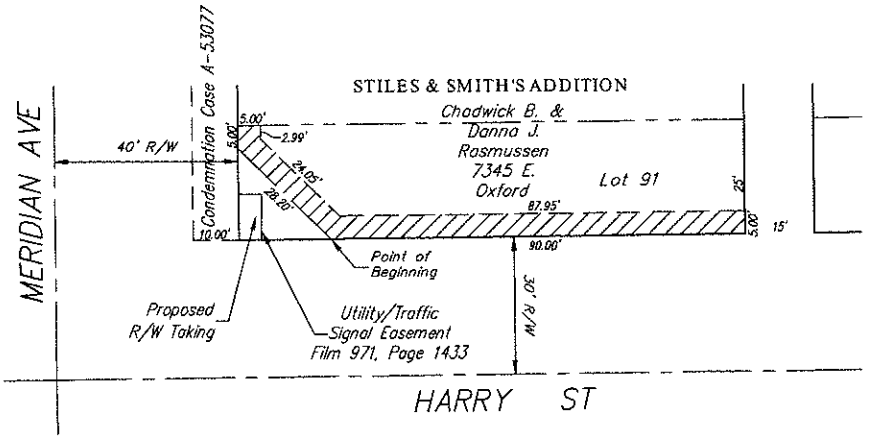
SCALE: 1" = 40'

LEGAL DESCRIPTION:

A Proposed Temporary Construction Easement in Lot 91 on Meridian Avenue in Stiles & Smith's Addition to Wichita, Sedgwick County, Kansas, Described as Follows:

A portion of Lot 91 on Meridian Avenue in Stiles & Smith's Addition to Wichita, Sedgwick County, Kansas described as commencing at the southwest corner of said Lot 91; thence east along the south line of said Lot 91 a distance of 10.00 feet to a point of the east line of Meridian Avenue per Condemnation Case #53077; thence continuing east along the south line of said Lot 91 a distance of 20.00 feet for a Point of Beginning; thence continuing east along the south line of said Lot 91 a distance of 90.00 feet to the southeast corner of said Lot 91; thence north along the east line of said Lot 91 a distance of 5.00 feet; thence west parallel with the south line of said Lot 91 a distance of 87.95 feet; thence northwesterly a distance of 24.05 feet to a point 5.00 normally distant east of the east line of Meridian Avenue per said Condemnation Case #53077, said point being 22.05 feet normally distant north of the south line of said Lot 91; thence north parallel with the west line of said Lot 91 a distance of 2.99 feet to a point on the north line of said Lot 91; thence west along the north line of said Lot 91 a distance of 5.00' to a point on the east line of Meridian Avenue per said Condemnation Case #53077; thence south along the east line of Meridian Avenue per said Condemnation Case #53077 a distance of 5.00 feet; thence southeasterly a distance of 28.20 feet to the Point of Beginning.

Containing 595.4 Sq. Ft., more or less.



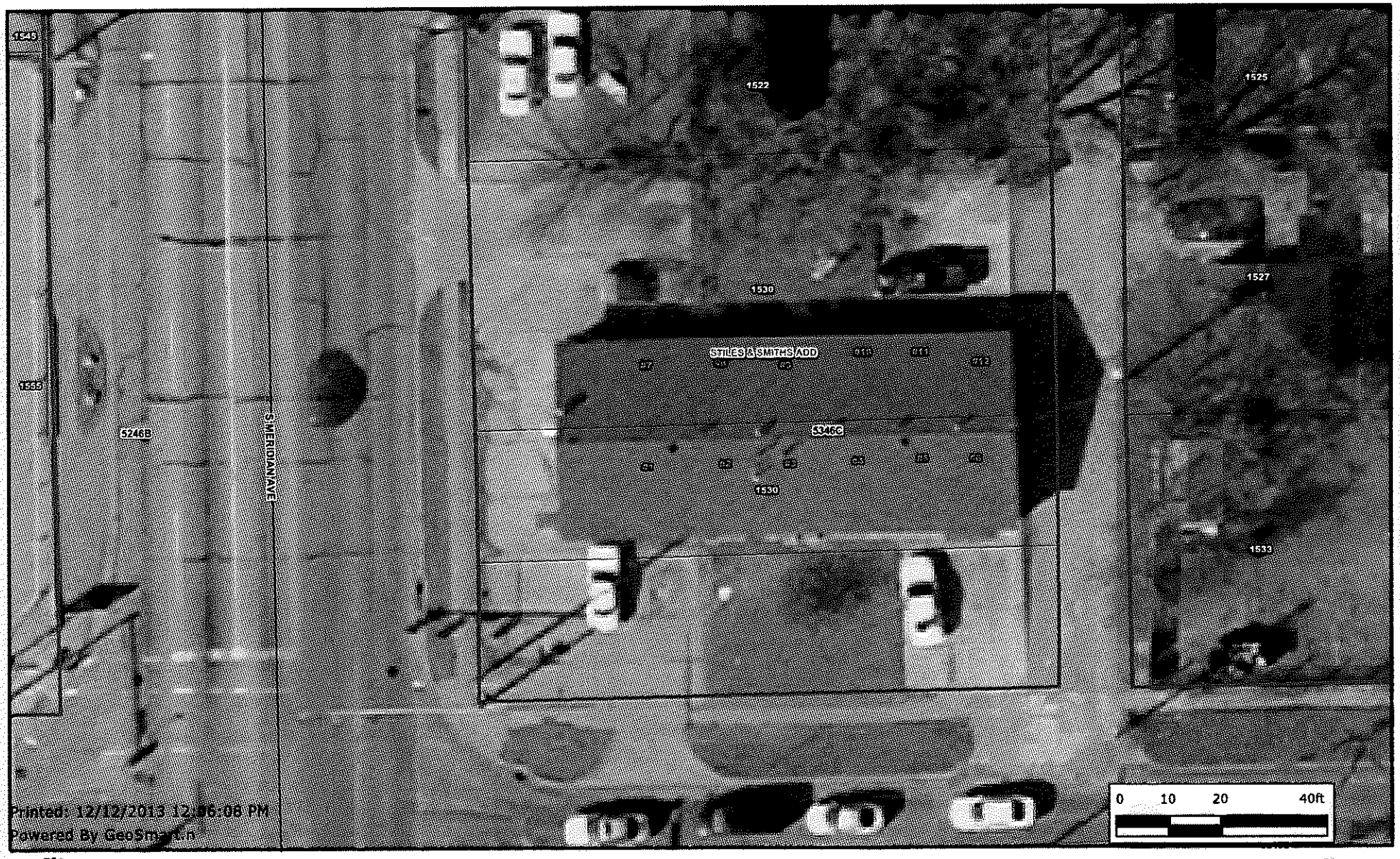
1-10-14

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

Project Number 10-04-E493

E:eng/Meridian-Orient to McCormick\Exhibit\Rasmussen-Temp.dwg

1530 S. Meridian



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-8

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Purchase Option (RAW Investments, Inc.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution and authorize the necessary signatures.

Background: On November 4, 2008, the City Council approved the issuance of Industrial Revenue Bonds ("IRBs") in an amount not to exceed $1,900,000, and a 100% five-plus-five year property tax exemption for RAW Investments, Inc. RAW Investments, Inc. constructed a 75,000 square foot warehouse in southwest Wichita.

The City received notice from RAW Investments, Inc. 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 RAW Investments, Inc. ("Tenant") and the City, the Tenant has the option, if all outstanding bonds and fees have been, or will be, paid, to purchase the facilities from the City of Wichita for the sum of $1,000. The Tenant owns the bonds and can call them at any time which has been confirmed by the trustee.

Financial Considerations: The City has received payment of the $1,000 purchase option price required by the Lease Agreement. There are no fiscal impacts to the City as a result of the purchase option.

Legal Considerations: The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Resolution authorizing execution of the Bill of Sale, Special Warranty Deed and Termination and Release of Lease Agreement, and the delivery of such documents has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution approving the Special Warranty Deed, Termination and Release of Lease Agreement and to convey the property to RAW Investments, Inc. and authorize the necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination and Release of Lease

RESOLUTION NO. 14-232

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

WHEREAS, pursuant to the provisions of K.S.A. 12-1740, *et seq.*, as amended (the "Act"), the City of Wichita, Kansas (the "City"), in order to stimulate and develop the general economic welfare and prosperity of the City and its environs, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, previously issued its City of Wichita, Kansas, Industrial Revenue Bonds, Series VIII, 2008 (RAW Investments, Inc. Project) in the original aggregate principal amount of $1,900,000, dated November 1, 2008 (the "Series VIII, 2008 Bonds") for the purpose of financing the costs of acquiring, constructing and equipping certain facilities (the "Project"); and

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

WHEREAS, the outstanding Bonds will be paid in full by September 1, 2014; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A. of St. Louis, Missouri, Kansas (the "Trustee"), Trustee has also confirmed that no event of default is outstanding under the Lease; and

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

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

1. That the City acknowledges receipt of the Tenant's notice of its intent to exercise its option to purchase the Project as set forth in the Lease.

2. That the City is hereby authorized to convey the Project to the Tenant in exchange for the performance of the covenants and payment of the consideration established by the Lease as conditions precedent to such conveyance, including but not limited to the payment by the Tenant of $1,000.00 to the City pursuant to Section 17.02(ii) of the Lease.

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

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

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

[Remainder of this page intentionally left blank]

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this 19th day of August, 2014.

CITY OF WICHITA, KANSAS

[Seal]

By: _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

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

This Deed is exempt from filing a Real Estate Sales Validation Questionnaire pursuant to Exception No. 2 of K.S.A. 79-1437(e) and is made for the purpose of releasing an ownership interest in property which provided security for a debt or other obligation.

SPECIAL WARRANTY DEED

THIS INDENTURE, made on this ____ day of August, 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 RAW Investments, Inc., a Kansas corporation (the "Grantee").

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

(A) Lot 1, Block A, Allen Williams Addition, Wichita, Sedgwick County, Kansas.

(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 2008 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) constituting the "Project" as referred to in the Indenture and the Lease.

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 August, 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 August, 2014, before me, a notary public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas (the "City"), and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

_____
Notary Public

My Appointment Expires:

_____

Approved as to Form:

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

TERMINATION AND RELEASE OF LEASE

THIS TERMINATION AND RELEASE OF LEASE dated as of the ____ day of August, 2014, by and among the City of Wichita, Kansas, a municipal corporation (the "City"), RAW Investments, Inc., a corporation organized under the laws of the State of Kansas (the "Tenant") and the Bank of New York Mellon Trust Company, N.A. 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 E SS E T H:

WHEREAS, the City heretofore leased to the Tenant certain real and personal property pursuant to a Lease dated as of November 1, 2008, a notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County in DOC #/FLM-PG 29022063 by and between the City and the Tenant (the "Lease"); and

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

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

(A) Lot 1, Block A, Allen Williams Addition, Wichita, Sedgwick County, Kansas.

(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 2008 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) constituting the "Project" as referred to in the Indenture and the Lease.

WHEREAS, the City previously had outstanding its Industrial Revenue Bonds, Series VIII, 2008 (RAW Investments, Inc. Project) in the original aggregate principal amount of $1,900,000, dated November 1, 2008 (the "Series VIII, 2008 Bonds"); referred to herein as the Bonds; and

WHEREAS, all Outstanding Bonds will have been paid in full by August 22, 2014; and,

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Lease is hereby terminated and released upon confirmation of payoff of the bonds.

[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 August 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 August, 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:

_____

RAW Investments, Inc.

By:_____
Name: _____
Title:_____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

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

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

_____
Notary Public

My appointment expires:

_____

The Bank of New York Mellon, N.A.
St. Louis, Missouri

By:_____
Name:_____
Title:_____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2014, before me, a notary public in and for said county and state, came _____, _____ of the Bank of New York Mellon, N.A., a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said bank, and such person duly acknowledged the execution of the same to be the act and deed of said bank.

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

_____
Notary Public

My Appointment Expires:

_____

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Sharon L. Dickgrafe, Interim Director of Law

SUBJECT: Report on Claims for July 2014

DATE: August 4, 2014

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

Bible, Ellinor	$310.14
Faulkner, Claud	$171.00
Johnson, Brent	$510.89
Kansas Gas Service	$581.30

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

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

Agenda Item No. II-10

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of $15,400 as a full settlement of the subject claim.

Background: This claim arises from a traffic accident which occurred on April 2, 2013, involving a Wichita Fire Department fire truck.

Analysis: The claimant has offered to accept a lump sum payment of $15,400 as full settlement of all his claims against the City of Wichita. Due to the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

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

Legal Considerations: The Law Department recommends settlement of this claim for the amount of $15,400. The bonding resolution has been prepared and approved as to form by the law department.

Recommendations/Actions: It is recommended that the City Council authorize payment of $15,400 as full settlement of all possible claims arising out of the events which are the subject of this claim and adopt the resolution.

Attachments: Bonding resolution.

RESOLUTION NO. 14-236

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

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

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

WHEREAS, the governing body of the City has heretofore approved a certain Settlement Agreement relating to an incident occurring on April 2, 2013, involving a Wichita Fire Department fire truck, under which Settlement Agreement the City is liable pursuant to K.S.A. 75-6101 *et seq*. to pay a settlement in the amount of $15,400 and related expenses (the “Settlement”); and

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Wichita, Kansas, on August 19th 2014.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe,
Interim Director of Law

JLN\600809.053\\JUDGMENT AUTHORIZATION WPD

Agenda Item No. II-11

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Community Event with Alcohol Consumption Resolution, Autumn and Art at Bradley Fair (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: A community event application with alcohol consumption allowed has been submitted for Autumn and Art at Bradley Fair, scheduled for September 12 through September 14, 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, authorizing consumption of alcoholic liquor on sidewalks and on public streets which have been closed to motor vehicle traffic during such licensed community event. The City Council has approved the request for closure of the streets involved in this event. Upon review of the application for this community event, a copy of which is attached hereto, 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, and based upon the factors set forth in Section 3.11.080 of the City Code, finds that all of the criteria set forth therein have been met and recommends approval of the event permit.

Financial Consideration: The event sponsor is responsible for all costs associated with the community event.

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

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

Attachments: Resolution, Community Event Application for Autumn and Art at Bradley Fair and maps of proposed sites for consumption of alcoholic liquor for the event

COMMUNITY EVENT APPLICATION
and Temporary Entertainment District Application

Applications and applicable fees must be submitted to:
Division of Arts & Cultural Services | 225 West Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply:
The City of Wichita defines a Community Event as follows:

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 persons on private or park property. *Excludes invitation only events taking place on private property.*
- Involves a particular purpose and time.
- **If Alcoholic Liquor or Cereal Malt Beverage is to be served or sold at an event, all portions of this application necessary to either establish a Temporary Entertainment District (for alcoholic liquor) or to obtain written City Council approval (for CMB) MUST be completed.**

Any or all conditions below may apply to a Community Event: Some conditions may require a separate permit, which might include City Council approval. The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessed from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

General Information:
The City of Wichita may refuse any application received less than 45 days before the event or lacking requested information. Applications received less than 30 days, but more than 10 business days prior to the proposed event will be assessed additional fees. **NO application will be accepted LESS THAN 10 business days prior to the proposed event.** Any information required by the application must be complete upon submittal. Incomplete applications may be denied. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- Application filing fee ($25) made payable to City of Wichita.
- Licensing fee (varies) made payable to the City of Wichita.
- Street closure request ($25.00 *if applicable*) made payable to the City of Wichita.
- Certificate of Liability Insurance naming the City of Wichita as additionally insured.
- Site plan defining the placement of alcohol point of sale, barricade locations, exit location, trash, restrooms, signage, etc.
- Security requirements including hiring of certified law enforcement officers.
- Vendor list including contact person and contact information.

Application Date: 6/19/14

Event Title: Autumn + Art

Event Date(s)/Time: 9/12 3pm-11pm, 9/13 9am-11pm, 9/14 9am-10pm

CITY OF WICHITA

Event Address for Permit: 1900-2000 N. Bradley Fair Pkwy

Property *(Circle all that apply)*: **Public** **Park** **Private**

Event Promoter Name: Wichita Festivals, Inc.

Address: [redacted] 444 E. William, Wichita, KS, 67202

Phone: (316) 267-2817 **Mobile:** (316) 807-4530

E-mail: adam@wichitafestivals.com

Will Alcoholic Liquor or CMB be sold and/or served? (*Circle one*): **Yes** *or* **No**

Onsite Alcohol Supervisor Name: Adam Hartke

Address: 444 E. William Wichita, KS 67202

Phone: (316) 807-4530 **Mobile:** (____)

E-mail: adam@wichitafestivals.com

Will food be sold and/or served? (*Circle One*): **Yes** *or* **No**

Food Coordinator Name: Ann Keefer

Phone: (316) 267-2817 **Mobile:** (316) 253-2210

E-mail: ann@wichitafestivals.com

CITY OF WICHITA

Type of Event (*Circle all that apply*):

Animal Exhibition **Carnival** **Circus** **Concert** **Dance** **Fireworks** **Live Entertainment** **Parade**
Temporary Amusement Rides **Walk/Run/Marathon** **Street Closure**
Other Art Exhibition/Market

Attendance *(circle one)*: **Public** *or* **Private/Invitation Only**

Estimated Attendance: 15,000

Number of participants in previous years: 12,000 - 15,000
(If applicable)

Will admission be charged? No
(If yes, what amount?)

Is this event a fundraiser? No
(If yes, for what organization?)

Street Closure Requested? *(Circle One)*: **Yes** *or* **No**

Date(s)/Time/Location of Street Closures *(or attached information)*:

see attached info.
Friday 9/12 @ 6am - Sunday 9/14 @ 10pm

CITY OF WICHITA

Description, Website and/or Facebook Page of Event *(or attached flier)*:

www.autumnandart.com

I, Adam Hurtle, the above named applicant, do solemnly swear that I have read the contents of this application and that all information and answers herein contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Wichita. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Wichita and I have consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.

Signature of Event Applicant — Date: 6/19/14

Wichita Festivals, Inc / Autumn + Art
Organization/Event

City of Wichita Representative — Date: 6/27/2014

COMMUNITY EVENT CHECKLIST
and Temporary Entertainment District Checklist

Checklist must accompany Application and applicable fees and mail to:
Division of Arts & Cultural Services | 225 West Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply: *The City of Wichita defines a Community Event as follows:*

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 on private or park property. Excludes invitation only events taking place on private property.
- Involves a particular purpose and time.

Approval of all applicable departments is required before permit is issued. The applicant shall be required to provide certified law enforcement officers, portable restrooms, and trash service in adequate number as reasonably determined by the procedures set forth. All vendors must be properly licensed and inspected. The applicant shall also be required to obtain, place and remove signs and barricades to close streets in accordance with requirements of the City. The applicant is responsible for all costs associated with the community event.
The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessible from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

__X__ **1. Certificate of Insurance - Must accompany initial application**
The applicant shall be required to **maintain insurance reasonably acceptable to the City covering all aspects of the event** in a minimum amount of $500,000 public liability insurance and $50,000 property damage insurance, in addition to other insurance as required by law. The insurance policies must include the City of Wichita and its agencies as additional insured.

__X__ **2. Site Plan – Must accompany initial application**
A Site Map/Plan and Event Notice **must be attached to application.** The site map/plan shall include: (1) streets requested for closure; (2) entry and exit points of event venue; (3) stage placement; (4) portable restroom locations; (5) trash receptacle locations; and, if applicable, (6) description of signage and barriers defining the area which alcoholic liquor or CMB may be consumed; (7) point of sale of alcoholic beverages; and (8) location of participating establishments.

__X__ **3. Security Requirements – Minimum 15 day approval process**
Security requirements shall be determined in coordination with the Wichita Police Department. The applicant will be required to hire certified law enforcement officers in addition to any other security the promoter provides on the event site. *Provided by private security + WPD

X 4. **Traffic Flow Plan (Section 3.11.150) – Must accompany initial application**
The plan should include any information that will impact the flow of traffic, such as requested street closures; route for parade, run/walk, or any other request. Does not include events solely on sidewalks or public rights-of-way immediately adjacent to public streets unless alcoholic beverages are to be consumed in these areas. Applicants will be required to disclose the date, street name, location, and time period for approval of requested street closures. Please attach the traffic flow plan as part of the site map/plan. Closure for any major street requires adequate street closure equipment to include signs and barricades and certified law enforcement officers, to be provided by applicant. All affected property owners are required to be notified in writing for intended street closure and a copy of such list is to be included as part of the community event application requirements.
Only temporary street markings are allowed and must be removed immediately upon completion of the event.

Mark Ceresa
X 5. **Trash Receptacles – Minimum 15 day approval process** * Waste Connections - 316-209-2837
The number of trash containers **shall be based upon industry standards for sanitation and public convenience** and will include consideration of the type of food and packaging. Requirements will be determined on event criteria and established with contracted vendor. Trash service will include servicing during an event for four hours or more and picking up of all trash and debris during and after the event. Upon completion of the event public property shall be left in the same condition or better than received. Trash containers may be located only in areas approved on site map/plan.

X 6. **Portable Restrooms – Minimum 15 day approval process** AAA Portable Services - 316-522-6442
The number of portable restrooms **shall be based upon industry standards for sanitation and public convenience.** Requirements will be determined on event criteria and established with contracted vendor. The plan must provide for service during the event if planned for four hours or more. Portable restrooms may be located only in areas approved on site map/plan.

*In Process
X 7. **Food Vendors Transient Merchant License (Chapter 3.95) - Minimum 15 day approval process**
Food vendors must be licensed and inspected through the City of Wichita. **A list of vendors including contact person and contact information must be submitted with the Community Event Application**.

X 8. **Transient Merchant License (Chapter 3.95) – Minimum 15 day approval process**
Transient Merchants are described as vendors selling wares or food from 7:00 am until midnight. Each vendor is required to complete a separate Transient Merchant application including signature. A copy of current Sales Tax License from the State of Kansas or proof of exempt status must accompany application. **A list of vendors including contact person and contact information must be submitted with the Community Event Application.**

__X__ **9. Cereal Malt Beverage and Alcoholic Liquor Licenses (Chapter 4.12, Section 4.16.070(e) and KSA 41-2645 - Minimum 45 day approval process**
The applicant shall be responsible for compliance with CMB and Alcoholic Liquor laws as well as all other laws and ordinances in the conduct of the event. Click on the *"Business"* tab at the top of the Home Page then click on "City of Wichita License Applications" to locate Liquor License and/or CMB license application.

__X__ **10. Cereal Malt Beverage and Alcoholic Liquor Consumption Regulations (Title 10) - Minimum 45 day approval process**
The applicant and onsite supervisor (if different) shall be responsible for compliance with all regulations as set forth in Section 3.11.065 of the City Code. **Consumption of CMB or alcoholic liquor on public streets and sidewalks is only allowed when the street is closed to vehicular traffic and with written approval of the City council.**

__X__ **11. Tents and Canopies (Chapter 18.36 Ordinance 41-502) - Minimum 5 day approval process**
A Permit will be required if the tent meets one of the following: The Tent has sides and is greater than 200 square feet OR is greater than 400square feet.
If a Tent Permit is required , the applicant will be required to appear in person at the Office of Central Inspection located in City Hall on the 7th floor, 455 N Main, Wichita, KS. The following information is required to obtain the permit: (1) the address where the tent will be located; (2) written permission of the property owner; (3) the size of the tent or canopy; (4) dates of erection and duration; (5) onsite contact name and contact information.

__NA__ **12. Parade (Chapter 3.13.020) – Minimum 10 day approval process**
Parade route diagram and/or site map/plan must be attached to the application showing formation area, starting point and termination point.

__NA__ **13. Temporary Amusement Ride License (Chapter 3.20) – Minimum 30 day approval process**
Completed application must include name of approved vendor. A current copy of certificate of inspection for each ride and applicable insurance must be on file with the City of Wichita. Placement of rides must be noted on site map/plan.

__NA__ **14. Fireworks License – (Chapter 15.0) Minimum 30 day approval process**
Completed application must include a copy of the Firework Operator Certificate. Applicant is required to include a site map/plan of the shooting site, fallout zone, a list of shell sizes and applicable insurance.

__NA__ **15. Animal Exhibition License (Chapter 3.09) – Minimum 20 day approval process.**
Completed application must include USDA animal documentation, name and address of licensed veterinarian responsible for the care of the animals and proof of liability insurance.

__X__ **16. Event Times - (Municipal Code Section 3.11.155)**
Outdoor entertainment may operate 8:00 am until 11:00 pm Sunday through Thursday, 8:00 am until Midnight Friday and Saturday. The applicant shall at all times be responsible for compliance with laws and ordinances regulating the times of events.

__X__ **17. Noise Level – (Chapter 7.41)**
The applicant shall be required to ensure that sound levels do not exceed that which is appropriate for the event area and its location and is in compliance with the provisions the code of the City of Wichita. The applicant will respond in a timely and effective manner to requests of the city's representatives concerning the sound level. The WPD or authorized representatives of the City shall have the authority to cancel musical performances or events for substantial or repeated violations.

__X__ **18. Miscellaneous**
No excavation shall be made on public property nor objects/promotional items be placed or attached to public property except as expressly approved by permit or license. The applicant shall be required to abide by such other requirements as may be reasonable for the approval of the application.

I have read and understand the above information and regulations and accept them on behalf of the following organization.

Signature of Event Applicant — Date: 6/19/14

Wichita Festivals, Inc. / Autumn Art
Organization/Event

City of Wichita Representative — Date: 6/27/2014

PMALDENEY

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: K & K Insurance Group, Inc.
P.O. Box 2338
Fort Wayne, In 46801

CONTACT NAME: LEISURE
PHONE (A/C, No. Ext): 800-553-8368 FAX (A/C, No): 260-459-5624
E-MAIL ADDRESS: KK.EVENTSATTRACTIONS@KANDKINSURANCE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NATIONAL CASUALTY COMPANY	11991
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: WICHITA FESTIVALS, INC.
444 E WILLIAMS
WICHITA, KS 67202

COVERAGES

CERTIFICATE NUMBER: 1739482 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC			KKO0004086700	12:01AM 1/01/14	12:01AM 1/01/15	EACH OCCURRENCE	1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	300000
							MED EXP (Any one person)	5000
							PERSONAL & ADV INJURY	1000000
							GENERAL AGGREGATE	NONE
							PRODUCTS-COMP/OP AGG	5000000
							Part Lgl Liab	1000000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			KKO0004086700	12:01AM 1/01/14	12:01AM 1/01/15	COMBINED SINGLE LIMIT (Ea Accident)	1000000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			XKO0004087200	12:01AM 1/01/14	12:01AM 1/01/15	EACH OCCURRENCE	4000000
							AGGREGATE	4000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED BUT ONLY RESPECTS LIABILITY CAUSED IN WHOLE OR IN PART BY THE ACTS OR THE OMISSIONS OF THE NAMED INSURED.
RE: AUTUMN AND ARTS FESTIVAL 9/12/14-9/14/14

CERTIFICATE HOLDER

CITY OF WICHITA
225 W DOUGLAS
WICHITA, KS 67202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Scott Fenstermaker

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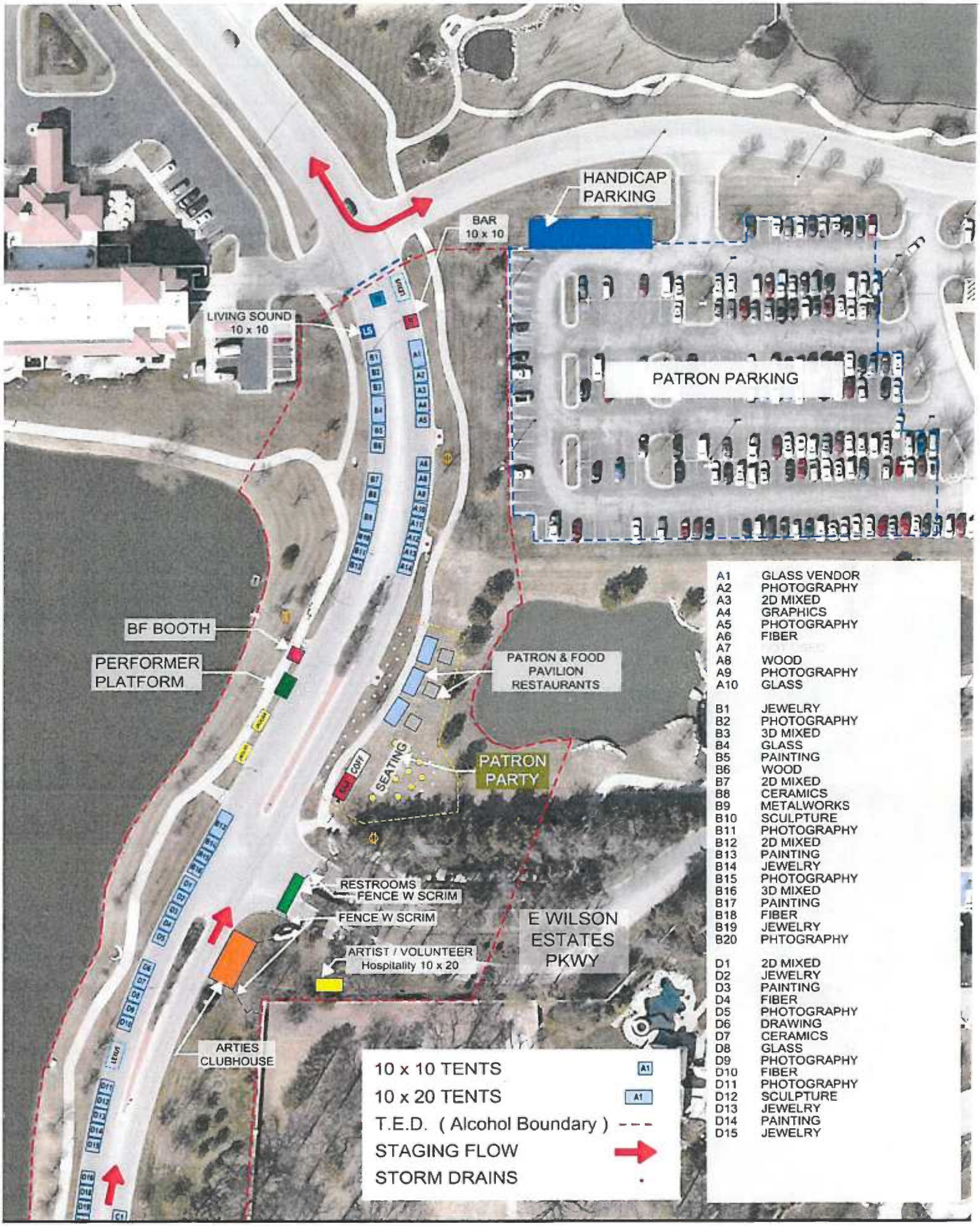

2013 Autumn & Art - NORTH

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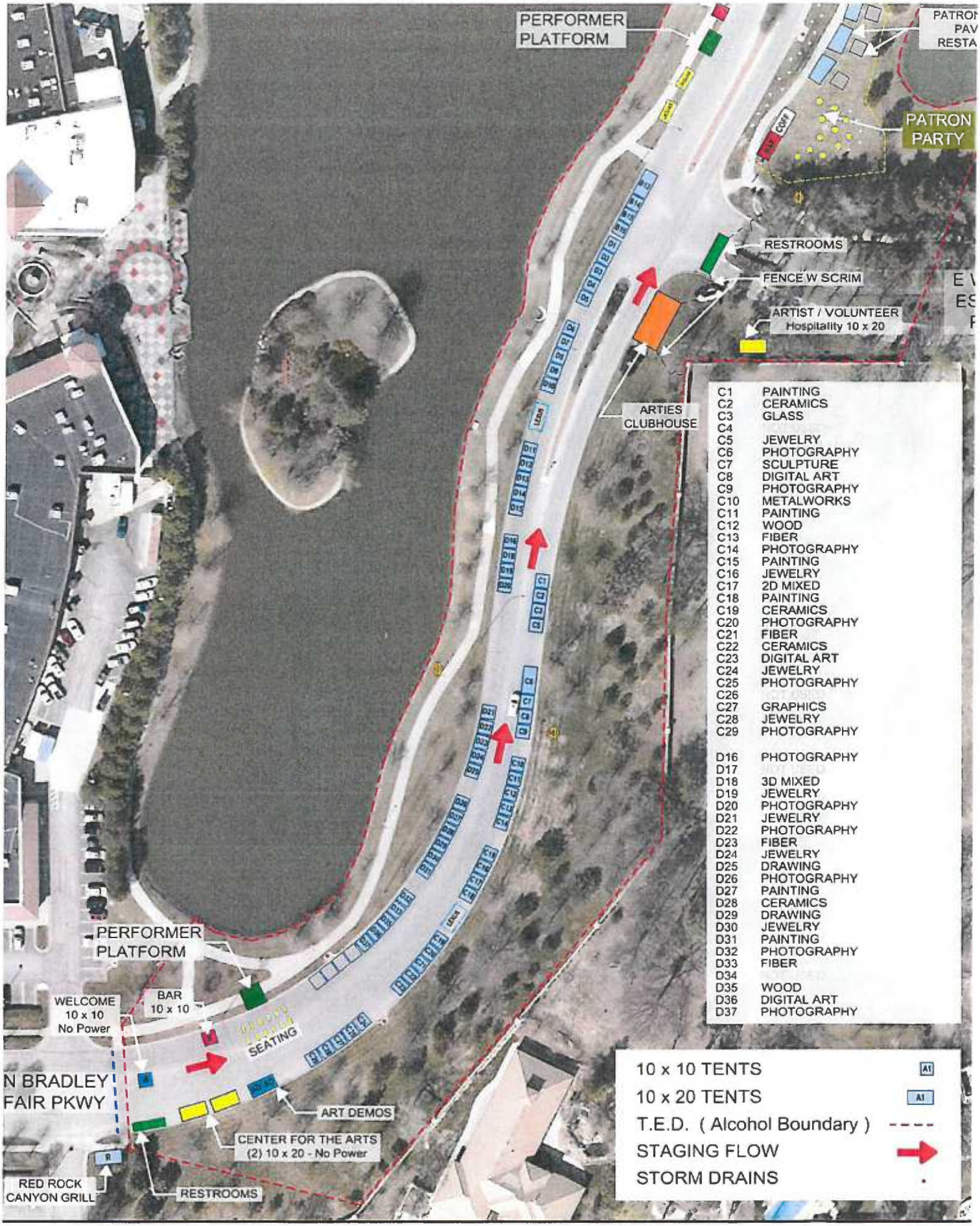

2013 Autumn & Art - SOUTH

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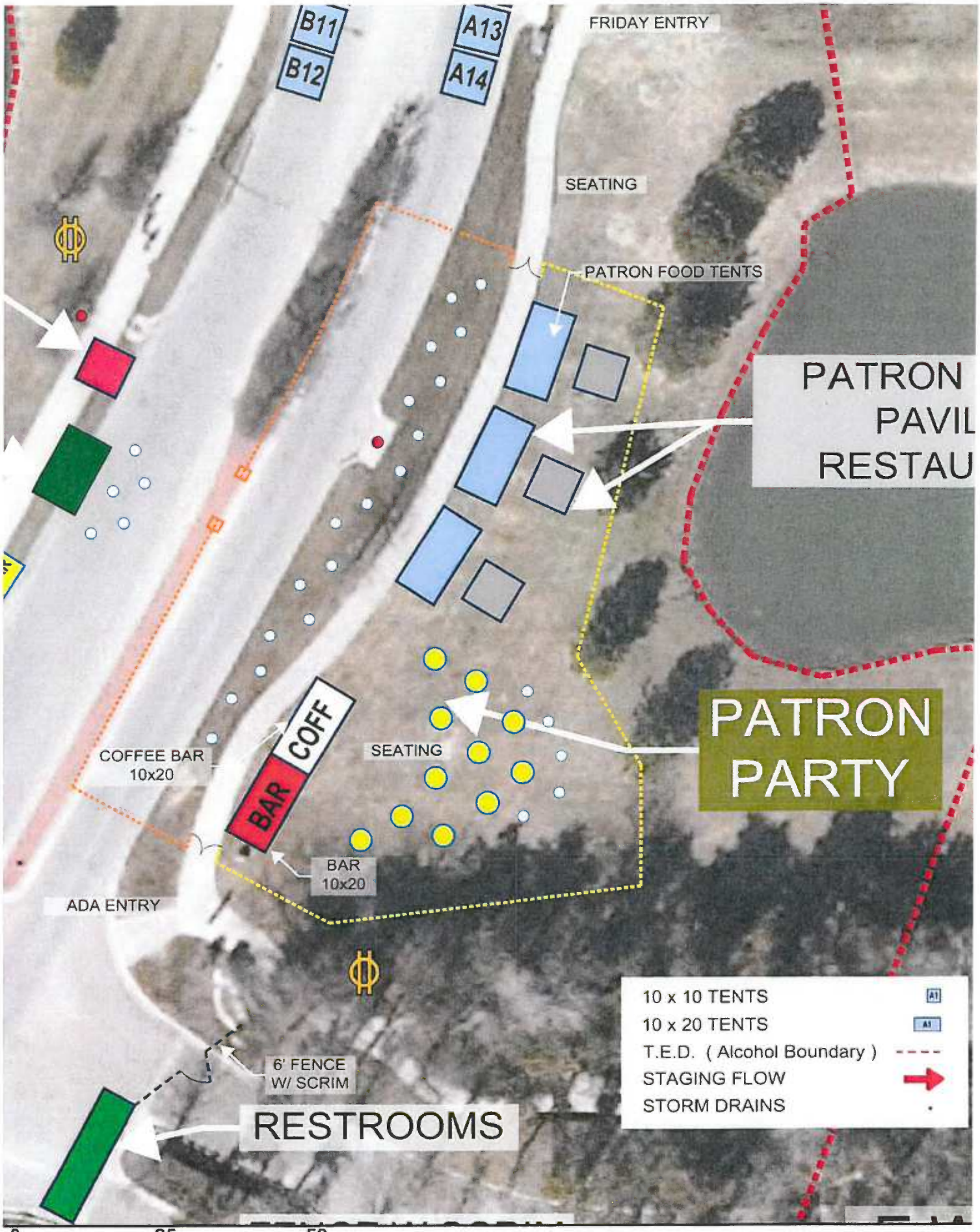

2014 Autumn & Art - PATRON PARTY

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2014 Autumn & Art Street Closure/Opening List

Date	Time	Type	Location
11-Sep	3:00 PM	Closing	N. Bradley Fair Parkway from Executive Dr to the eastern most driveway to the Bradley Fair Shopping center parking lot.
11-Sep	3:00 PM	Closing	Wilson Estate Pkwy from Saddle Creek Rd. to N Bradley Fair Pkwy.
15-Sep	11:30 PM	Opening	N. Bradley Fair Parkway from Executive Dr to the eastern most driveway to the Bradley Fair Shopping center parking lot. Wilson Estate Pkwy from Saddle Creek Rd. to N Bradley Fair Pkwy.

Wilson 1 Tenant List

First	Last	Company / Tenant Name	Street Address	Suite #	City, State	Zip
Jorge	Garcia	Volt	8621 E. 21st Street North	100	Wichita, KS	67206
Marty	VanLanen	360 Marketing	8621 E. 21st Street North	110	Wichita, KS	67206
Melanie		Hinkle Oil	8621 E. 21st Street North	120	Wichita, KS	67206
Dustin	Lentz	Juhnke Campbell & Assoc	8621 E. 21st Street North	130	Wichita, KS	67206
Colleen		Security 1st Title	8621 E. 21st Street North	150	Wichita, KS	67206
HR Director		Dahlke & Associates	8621 E. 21st Street North	160	Wichita, KS	67206
Clara	Heinz	Ameriprise Financial	8621 E. 21st Street North	170	Wichita, KS	67206
HR Director		Prime Lending	8621 E. 21st Street North	180	Wichita, KS	67206
Lindsay	Charles	Hinkle Law Firm	8621 E. 21st Street North	200	Wichita, KS	67206
Jane	Longar	Value Place / Consolidated Holdings	8621 E. 21st Street North	250	Wichita, KS	67206
Chris	Cordon	Preferred Health Systems	8535 E. 21st Street North		Wichita, KS	67206
Jeff	Davison	Preferred Health Systems	8535 E. 21st Street North		Wichita, KS	67206

LAST NAME	FIRST NAME	MAILING ADDRESS		
Ackerman & Evan McCorry	Gerald	1860 N Paddock Green	KS	67206
Ahmed	Selim & Mahfuza	1848 N Paddock Green Ct	KS	67206
Anderson	Philip & Sherry	1866 N Paddock Green Ct	KS	67206
Barry	Don & Lora	2002 N Keeneland	KS	67206
Behzadpour	Fariba & Fariborz	8510 E Steeple Chase	KS	67206
Bell	Brett & Kristy	1942 N Red Brush Ct	KS	67206
Bender	Dennis & Joan	2045 N Paddock Green Cr	KS	67206
Bennett	Rosalene	2053 N Paddock Green Cr	KS	67206
Bohn	Donna	2074 N Paddock Green Ct	KS	67206
Boleski	Steven & Kristine	1930 N Red Brush Ct	KS	67206
Boorigie	Robert & Laurie	1918 N Saddle Creek	KS	67206
Botterweck	Thayne & Marsha	8402 E Bridlewood Ct	KS	67206
Boxberger	Greg & Kelly	1930 N Saddle Creek	KS	67206
Bradburn	Darren & Connie	1810 N Red Brush	KS	67206
Bridwell	Ed & Stephene	8404 E Steeple Chase	KS	67206
Brown	Steve & Susan	1968 N Red Brush Ct	KS	67206
Brown	Michelle	8220 E Bridlewood Ct	KS	67206
Brumbaugh	Susan A	2070 N Paddock Green Ct	KS	67206
Buehler	Dr. Darcy D.	9237 Wilson Estates Ct	KS	67206
Calvin	Merleyn A	2050 N Paddock Green Ct	KS	67206
Cardinali	Eric	1836 N Paddock Green	KS	67206
Caro	Timera	8921 E. Churchill Ct.	KS	67206
Cash	Beverly	8711 E Churchill Ct	KS	67206
Chism	Don & Gwenn	8719 Churchill Ct	KS	67206
Chivukula & Ushasri Challa	S.	2115 N Keeneland	KS	67206
Choi	Byoung Gyu	1918 N Red Brush Ct	KS	67206
Clepper	Francis & Jo	2134 N Keeneland Cr	KS	67206
Crum Living Trust	Martha Ann	2006 N Paddock Green Ct	KS	67206
Dailey, Jr.	Vincent & Jeanne	1962 N Red Brush Ct	KS	67206
DiFulgentiz	Robert & Joan	1955 N Saddle Creek Ct	KS	67206
Do	Drs. Pat & Sylvia	8300 Steeplechase	KS	67206
Doll	Mark & Patti	2034 N Paddock Green Ct	KS	67206
Dopps	John & Jody	1830 N Saddle Creek Cir	KS	67206
Dwerlkotte	Robert & Kim R	8303 E Bridlewood	KS	67206
Engels	John & Janetta A	8901 E Churchill Cr	KS	67206
Ernzen	Phillip & Mary Anne	8803 E Churchill Cr	KS	67206

LAST NAME	FIRST NAME	MAILING ADDRESS		
Estes	Andrew & Darcy	1814 N Red Brush	KS	67206
Farhoud	Hussam	2102 N Keeneland	KS	67206
Farney	Gary & Sarabeth	P.O. Box 782586	KS	67278
Fields	Mr. & Mrs. Darren	1946 N Red Brush Ct	KS	67206
Fleming Irrevocable Trust	Dana	1906 N Saddle Creek	KS	67206
George	Tom	1900 N Red Brush Ct	KS	67206
Gibson	John & Lauris	1824 N Paddock Green Ct	KS	67206
Goodpasture	Hewitt & Judy	9213 Wilson Estates Ct	KS	67206
Gray & David Norman	Gerald	1818 N Paddock Green Ct	KS	67206
Gwyn	David & Erin	8308 E Steeple Chase	KS	67206
Hageman	John & Karen	9243 Wilson Estates Ct	KS	67206
Haines	Shirley Cundiff	2017 N Paddock Green Ct	KS	67206
Hatchett	Janet Kay	8505 E Bridlewood	KS	67206
Heldman	Louis & Terry	1830 N Paddock Green Ct	KS	67206
Herrman	Michael & Pamelia	8900 E Churchill Ct	KS	67206
Hipp & Jane Beach	Steve	8812 E Churchill Ct	KS	67206
Hoover	Paul & Cherie	8310 E Bridlewood Ct	KS	67206
Hutsey	P.J.	1805 N Red Brush	KS	67206
Issa	Mohamad	1936 N Red Brush Ct	KS	67206
Jahn	Steven & Michelle	1917 N Saddle Creek	KS	67206
Jerschow	Nicholas & Sharon	9279 Wilson Estates Ct	KS	67206
John	Deborah	9219 Wilson Estates Ct	KS	67206
Kaysen	Eric & Roseanne	1809 N Paddock Green	KS	67206
Kennalley	J. Michael	2049 N Paddock Green Cr	KS	67206
Kenney	Phillip & Vivian	8904 E. Churchill Ct	KS	67206
Konecney	Paul & Ann	1913 N Red Brush	KS	67206
Krehbiel	Richard	1819 Red Brush	KS	67206
Laham II	George & Jocelyne	8304 Bridlewood	KS	67206
Laham II	George	150 N Market	KS	67202
Lair	Todd & Julie	2130 N Keeneland Cr	KS	67206
Langhofer	Keith & Gaylin	8905 E Churchill Ct	KS	67206
Lankarani & Farah Gohari	Hamid	1912 N Red Brush	KS	67206
Lawrence	David	2041 N Paddock Green Ct	KS	67206
Lewonowski	Kris & Diane	8208 E Bridlewood Ct	KS	67206
Lies	Dr Richard & Emily	8953 E Churchill Cr	KS	67206
Lloyd	Dr. Michael	1802 N Red Brush	KS	67206

LAST NAME	FIRST NAME	MAILING ADDRESS		
Lowden	David & Dr. Dawne	1901 N Red Brush	KS	67206
Luginbill	Errol & Suzanne	8307 E Bridlewood	KS	67206
Mahoney	James & Karen M	1829 N Red Brush	KS	67206
Maksoud	Aziz	1906 N Red Brush	KS	67206
Marks	Dina	PO Box 781288	KS	67278
Martin Revocable Trust	Mary L	8913 Churchill Ct	KS	67206
Maxwell	Jesse & Deborah	2025 N Paddock Green Ct	KS	67206
McCalla	Roy & Maria-Anna	1810 N Saddle Creek Cir	KS	67206
McGuire	Charles & Nancy	1937 N Saddle Creek Ct	KS	67206
McKee	Frank & Carol	8521 E Bridlewood	KS	67206
Meares	Patrick & Cori	8405 E Bridlewood	KS	67206
Mellion	B Theo & Kelli	8413 E Bridlewood	KS	67206
Michaelis Trust E	Paula Sue	P.O. Box 247	KS	67201
Molik	Kimberly A	2014 N Paddock Green Ct	KS	67206
Monnin	Mitchell & Brigid	8927 E Churchill	KS	67206
Morris	Randy & Cathe	1924 N Saddle Creek	KS	67206
Mote	Jim & Lola	8945 Churchill Ct	KS	67206
Munds	Mark & Brenda	1872 N Paddock Green Ct	KS	67206
Nabbout	Nassim & Nelly	1854 N Paddock Green	KS	67206
Nguyen	Mary	1956 N Red Brush Ct	KS	67206
Nguyen Family Trust	Jimmy & M.	1805 N Paddock Green	KS	67206
Nicoson	Donald & Debra	2013 N Paddock Green Ct	KS	67206
Novascone	Larry & Jolene	8814 Churchill Cir	KS	67206
Nygaard	Scott D	1913 N Paddock Green	KS	67206
O'Bryhim	Michael & Katherine	9249 Wilson Estates Ct	KS	67206
Oser Trust	Jean	8957 E Churchill Cr	KS	67206
Osipova	Evgeny	2002 N Paddock Green Ct	KS	67206
Osland	John & Jacqueline	2133 N Keeneland Cr	KS	67206
Ottaway	Luther & Emily	9273 Wilson estates Ct	KS	67206
Partners	Webb Road	8300 Steeple Chase	KS	67206
Paulseen	Ron & Jenny	1912 N Saddle Creek	KS	67206
Payne Revocable Trust	Vicki L	1907 N Paddock Green	KS	67206
Pearce	Jack & Sharyl	8202 E. Bridlewood	KS	67206
Pearce Revocable Trust	Jack	P.O. Box 780005	KS	67278-0005
Peters	Dennis & Lisa	8807 E Churchill Cr	KS	67206
Phillips & Charles Baker	Jim	9261 Wilson Estates Ct	KS	67206

LAST NAME	FIRST NAME	MAILING ADDRESS		
Pistotnik	Bradley & Christina	2127 N Keeneland Cr	KS	67206
Pringle	Bruce & Shelley	8502 E Steeple Chase	KS	67206
Quah	Sammy & Celine	2090 N Paddock Green Cr	KS	67206
Quinn	Kirby & Jeanne	8410 E Bridlewood Ct	KS	67206
Ramchandani	Dr Ashok P	2118 N Keeneland Ct	KS	67206
Razook	Brad & Sheri	2006 N Keeneland	KS	67206
Reece	Douglas & Julia	1925 N Saddle Creek Ct	KS	67206
Reinert	Don & Margaret	1974 N Red Brush	KS	67206
Reisman	Jeffrey & Mary	2066 N Paddock Green Ct	KS	67206
Rhea	Terry & Debbie	PO Box 781390	KS	67278
Ruffin, Jr.	Phillip	1815 N Paddock Green	KS	67206
Rutherford	Raymond & Susan	8941 E Churchill Ct	KS	67206
Ryan	Ron & Renae	8517 Steeplechase	KS	67206
Schekall	Michael & Shelley	1804 N Paddock Green Ct	KS	67206
Schumacher	Alan & Kathy	9225 Wilson Estates	KS	67206
Schuster	Roger & Jennifer	1949 N Saddle Creek Ct	KS	67206
Searle	Jeff & Lois	2122 N Keeneland Ct	KS	67206
Shaheen	Drs. Wassim & Lisa Le	8412 E Steeple Chase	KS	67206
Shannon	Dwayne & Dorothy	8504 E Bridlewood Ct	KS	67206
Shaw	Buelah M	2010 N Paddock Green Ct	KS	67206
Shaw & Gail Bartlett	Ida	8961 E Churchill Cr	KS	67206
Shelton	Bill & Rene	8216 E Bridlewood Ct	KS	67206
Shrader	C.	2106 N Keeneland Ct	KS	67206
Simunic	Michael	2119 N Keeneland Cr	KS	67206
Smith	Roxie	1931 N Saddle Creek Ct	KS	67206
Smith	Dana Marie	1821 N Paddock Green	KS	67206
Smith	Donald & Linda	2042 N Paddock Green Ct	KS	67206
Stevens	James & Ann	1907 N Red Brush	KS	67206
Swank	Darrell & Julie	2014 N Keeneland	KS	67206
Swanson	Melvin L	2062 N Paddock Green Ct	KS	67206
Taha	Matteo	9203 E Wilson Estates Ct	KS	67206
Tangeman	Jan	8715 Churchill Cir	KS	67206
Tangeman	Eric	2010 N Keeneland	KS	67206
Tilton	Jon & Marilyn	9255 Wilson Estates Ct	KS	67206
Torline	Leon & Carol	2022 N Paddock Green Ct	KS	67206
Truong	Son V	1980 N Red Brush	KS	67206

LAST NAME	FIRST NAME	MAILING ADDRESS		
Vereeke	David & Nancy	8203 Steeplechase	KS	67206
Walenta	Don	8513 E Bridlewood	KS	67206
Waller	Ray & Carolyn	8935 E Churchill Cr	KS	67206
Wandling	Warren A	2018 N Paddock Green Ct	KS	67206
Weilert	Stanley R	1950 N Red Brush Ct	KS	67206
Wencel	Judith & Mark	1813 N Red Brush	KS	67206
Whitaker	Mark C & Heather	1945 Saddle Creek Ct.	KS	67206
Williams	David A	1825 N Red Brush	KS	67206
Yoder	Ronald & Lola	8518 E Steeple Chase	KS	67206
Yost	E.L. & Darlene	8909 Churchill Ct	KS	67206
Youngers	Mark & Lillian	1924 N Red Brush Ct	KS	67206
Zerbe	Donald & Janice	1826 N Saddle Creek Circle	KS	67206

Address	Tenent	Suite	First	Last	Phone	Email	City	State	Zip
8621 E. 21st Street North	Volt Workforce Solutions	100	Jorge	Garcia	316-634-2307	jgarcia@volt.com	Wichita	KS	67226
8621 E. 21st Street North	360 Marketing	110	Marty	VanLanen	316-858-1503	martin.j.vanlanen@ampf.com	Wichita	KS	67226
8621 E. 21st Street North	Hinkle Oil	120	Melanie		316-267-0231	hinklecoil@yahoo.com	Wichita	KS	67226
8621 E. 21st Street North	Juhnke Campbell & Assoc.	130	Dustin	Lentz	316-630-8110	dustin.d.lentz@ampf.com	Wichita	KS	67226
8621 E. 21st Street North	Security 1st Title	150	Colleen		316-634-6300	cchristy@security1stks.com	Wichita	KS	67226
8621 E. 21st Street North	Ameriprise Financial	170	Clara	Heinz	316-636-4009	clara.heinz@ampf.com	Wichita	KS	67226
8621 E. 21st Street North	Sojourn Aviation	180	Scott	Glen	316-733-6500	sglenn@sojournaviation.com	Wichita	KS	67226
8621 E. 21st Street North	Hinkle Elkouri Law Firm	200	Lindsay	Charles	316.660.6188	lcharles@hinklaw.com	Wichita	KS	67226
8621 E. 21st Street North	Value Place/Consolidated Holdings	250	Jane	Longr	316-631-1325	jlongar@consolidated-holdings.com	Wichita	KS	67226
8535 E. 21st Street North							Wichita	KS	67226
8535 E. 21st Street North	Preferred Health Systems		Chris	Cordon	316-609-2557	ccordon@phsystems.com	Wichita	KS	67226
8535 E. 21st Street North	Preferred Health Systems		Jeff	Davison	316-609-2557	jdavison@phsystems.com	Wichita	KS	67226
8301 E. 21st.									
8301 E. 21st.	Capitol Federal	100	HR Director				Wichita	KS	67226
8301 E. 21st.	Smith Barney	150	HR Director				Wichita	KS	67226
8301 E. 21st.	Assemblies of God	230	HR Director				Wichita	KS	67226
8301 E. 21st.	Covenant Health	300	HR Director				Wichita	KS	67226
8301 E. 21st.	Wells Fargo	320	HR Director				Wichita	KS	67226
8301 E. 21st.	Brett Bell	350	HR Director				Wichita	KS	67226
8301 E. 21st.	Tomcat Drilling	360	HR Director				Wichita	KS	67226
8301 E. 21st.	MV Purchasing	370	HR Director				Wichita	KS	67226
8301 E. 21st.	Geo Services	420	HR Director				Wichita	KS	67226
8301 E. 21st.	Depew Gillen	450	HR Director				Wichita	KS	67226
8411 E. 21st Street	Central Bank & Trust Co.		HR Director				Wichita	KS	67226
8411 E. 21st Street	Fee Insurance		HR Director				Wichita	KS	67226
8411 E. 21st Street	ReMax Realty		HR Director				Wichita	KS	67226
8521 E. 21st St.	Morgan Stanley		HR Director				Wichita	KS	67226
8415 E. 21st St.	Legend Senior Living	100	HR Director				Wichita	KS	67226
8415 E. 21st St.	Bank of Kansas	150	HR Director				Wichita	KS	67226
8415 E. 21st St.	Berentz Drilling Co./Hurrican Services	120	HR Director				Wichita	KS	67226
8415 E. 21st St.	Insurance Specialists Group, LLC	140	HR Director				Wichita	KS	67226
8415 E. 21st St.	The Strategy Group	200	HR Director				Wichita	KS	67226
8415 E. 21st St.	Martin & Churchill	210	HR Director				Wichita	KS	67226
8415 E. 21st St.	Volt Technical Resources	220	HR Director				Wichita	KS	67226
8415 E. 21st St.	Progressive	250	HR Director				Wichita	KS	67226

RESOLUTION NO. 14-233

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING THE AUTUMN and ART AT BRADLEY FAIR

WHEREAS, the City Council has approved as a community event , the Autumn and Art at Bradley Fair, to occur from September 12 through September 14, 2014.

WHEREAS, the City Council has approved 1900 – 2100 North Bradley Fair Parkway and East Wilson Estates Parkway from North Bradley Fair Parkway to Saddle Creek Road to be closed to vehicular traffic for such event from 6:00 a.m. on Friday, September 12 to 10:00 p.m. on Sunday, September 14, 2014, and with the consumption of alcoholic liquor allowed thereon from 5:00 p.m. to 11:00 p.m. on September 12, from 11:00 a.m. to 11:00 p.m. on September 13 and from 11:00 a.m. to 10:00 p.m. on Septebmer 14, 2014.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at the Autumn and Art at Bradley Fair 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 Autumn and Art at Bradley Fair to occur from September 12, 2014 at 5:00 p.m. through September 14, 2014 at 10:00 p.m. 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 19th day of August, 2014.

CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

Approved as to Form:

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

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Bicycle Enhancement Projects (Districts I, II, IV, V, and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the supplemental agreements and construction funding and adopt the amending resolution.

Background: On August 6, 2013, the City Council approved concept design agreements for seven bicycle enhancement projects. Initial design budgets were approved on September 17, 2013, for the same seven projects, plus the Redbud Multi-use Path (MUP) project that was designed by City staff. The Delano Douglas Avenue Bicycle Parking project was also designed by City staff, but no funding has yet been approved. Design concepts for all of the projects, except Mt. Vernon, were presented to the relevant District Advisory Boards (DAB) in July and August, 2014. All of the DABs were in support of the projects as presented.

Analysis: Supplemental design agreements are needed for six of the projects to provide final design services and address comments received from the DABs regarding the design concepts. Proposed improvements and estimated construction costs for all of the projects are listed below, along with design consultant and fee information for the six projects requiring supplemental agreements.

- First and Second Streets: on-street bicycle lanes on First and Second Streets from Grove to Seneca, which will continue the existing bicycle lanes at Grove west through downtown.
  - TranSystems

Concept		$43,500
Full		$55,500
Construction estimate		$562,979
	Total	$661,979

- Market and Topeka: on-street bicycle lanes on Market and Topeka from Kellogg to 21st Street North, providing a designated north-south bicycle route through the downtown area.
  - Alta Planning & Design

Concept		$40,000
Full		$53,460
Construction estimate		$510,001
	Total	$603,461

- Woodchuck Bicycle Boulevard: shared lane markings between Ridge and Tyler, providing a north-south route through the residential neighborhoods connecting Sedgwick County Park to University Avenue south of Maple.
    - Alta Planning & Design

Concept		$46,000
Full		$79,030
Construction estimate		$665,003
	Total	$790,033

- Armour Bicycle Boulevard: shared lane markings between Rock and Woodlawn, providing a north-south route from the K-96 path near 32nd Street and Woodlawn, to the Gypsum Creek Path near Towne East Mall.
    - Ruggles & Bohm

Concept		$15,850
Full		$30,500
Construction estimate		$628,338
	Total	$674,678

- Green Street from Wichita State University (WSU) to I-135 Path Connection (Phase 1): shared lane markings from the pedestrian crosswalk over I-135 at Ash and Rivera, north to the Third Street path at Third and Volutsia, providing a designated route in the southeast part of Wichita. Future phases of the project will continue the route to WSU.
    - Ruggles & Bohm

Concept		$17,200
Full		$33,200
Construction estimate		$154,452
	Total	$204,852

- Sycamore Street: shared lane markings from Sycamore, south of Douglas, continuing southwest to Orient and Glenn.
    - Ruggles & Bohm

Concept		$9,300
Full		$21,200
Construction estimate		$63,501
	Total	$94,001

- Redbud MUP from Oliver to Woodlawn: continuation of the existing Redbud MUP for an additional mile to the east, between Oliver and Woodlawn.
    - Designed by City staff
    - Construction estimate: $450,000

- Delano Douglas Avenue Bicycle Parking: 24 bicycle racks as part of the Delano-West Douglas Bicycle Parking Plan.
    - Designed by City staff
    - Construction estimate: $16,133

Financial Considerations: The concept design fees total $171,850 and the supplemental design fees total $272,890, for a total of $444,740. Supplemental design fees are payable to the consultants on a lump sum basis. The total estimated construction cost is $3,050,407.

The City Council approved $500,000 in General Obligation (GO) bond funding for design of eight of the projects on September 17, 2013. Community Transportation Grant (CTG) funding was awarded for design costs for five of the projects. Federal funding of $2,250,668 for construction is available in 2014 for eight of the projects through the Transportation Enhancement (TE) and Transportation Alternatives (TA) programs. Additionally, the 2011-2020 Adopted Capital Improvement Program includes $500,000 in GO bond funding in 2015 for the local construction match for eight projects. The total revised budget including all funding sources will be $3,530,137, and the total revised ordinance amount will be $3,250,668. The additional funding will allow for payment of supplemental design fees and construction costs, as well as engineering staff costs for oversight and administration. Construction funding is not currently available for the Mt. Vernon Street project.

The existing budgets and proposed additions are as follows:

Project	Previously Awarded CTG Funding	Previously Approved GO Funding	Proposed Additional GO Funding	Federal Funding Available	Total Revised Budget
First and Second	$99,000	$115,000	$105,700	$342,279	$661,979
Market and Topeka	$90,969	$105,000	$25,040	$382,452	$603,461
Woodchuck	None	$125,000	$141,415	$523,618	$790,033
Armour	$42,000	$45,000	$94,275	$493,403	$674,678
Green Street WSU to I-135	$35,000	$45,000	$8,630	$116,222	$204,852
Sycamore	$12,500	$25,000	13,390	$43,111	$94,001
Redbud MUP	None	$5,000	$107,500	$337,500	$450,000
Delano Douglas	None	None	$4,050	$12,083	$16,133
Mt. Vernon Street	None	$35,000	None	None	$35,000
Sub-totals	$279,469	$500,000	$500,000	$2,250,668	$3,530,137
Total Ordinance Amount	Not Counted	$500,000	$500,000	$2,250,668	$3,250,668

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

Recommendation/Actions: It is recommended that the City Council approve the supplemental agreements and revised budgets, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Supplemental agreements, amending resolution, and budget sheets.

Gilmore & Bell, P.C.
10/09/2013

RESOLUTION NO. 14-234

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 13-175 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. 13-175 of the City (the "Prior Resolution"), authorized the following described public improvements:

> Design and construction of on-street bicycle facility improvements and related appurtenances along 1st and 2nd streets (472-85108); Market and Topeka (472-85109); Woodchuck Bicycle Boulevard (472-85110); Armour Bicycle Boulevard (472-85111); Green Street, from Wichita State University to I-135 Path Connection (472-85112); Sycamore Street (472-85113); Mount Vernon Street (472-85114); the Continuation of the Redbud Multi-Purpose Path from Oliver to Woodlawn (472-85117); and Douglas Avenue (472-85170)

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

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

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $3,250,668 in accordance with specifications prepared or approved by the City Engineer.

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

Section 3. **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 August 19, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim Director of
Law and City Attorney

JLN\600809.053\DOCUMENT MASTER FORMS\MISC PROJECT AMENDING AUTH –CH ORD 156 (10-09-13)

Project Request

◉ CIP ◯ Non-CIP CIP YEAR: 2015 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85108

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 13 Council Districts 1, 6 DATE COUNCIL APPROVED: Aug 19, 2014 REQUEST DATE:

PROJECT # : 211516 PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: 1st & 2nd Street On-Street Bike Lanes

OCA # : 707051 OCA TITLE: 1st & 2nd Street On-Street Bike Lanes

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

PROJECT MANAGER: Paul Gunzelman PHONE #: 268-4393

◯ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$115,000.00	$105,700.00	$220,700.00
8000 Federal	$0.00	$342,279.00	$342,279.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$115,000.00	$447,979.00	$562,979.00

Expense Object Level 3			
2999 Contractuals	$115,000.00	$447,979.00	$562,979.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$115,000.00	$447,979.00	$562,979.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2015 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85109

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 20 Council Districts 3, 6 DATE COUNCIL APPROVED: Aug 19, 2014 REQUEST DATE:

PROJECT # : 211516 PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL # : 02 PROJECT DETAIL DESCRIPTION: Market & Topeka On-Street Bike Lanes

OCA # : 707052 OCA TITLE: Market & Topeka On-Street Bike Lanes

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

PROJECT MANAGER: Paul Gunzelman PHONE #: 268-4393

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$105,000.00	$25,040.00	$130,040.00
8000 Federal	$0.00	$382,452.00	$382,452.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$105,000.00	$407,492.00	$512,492.00

Expense Object Level 3			
2999 Contractuals	$105,000.00	$407,492.00	$512,492.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$105,000.00	$407,492.00	$512,492.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2015 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85110

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 21 Council Districts 4, 5 DATE COUNCIL APPROVED: Aug 19, 2014 REQUEST DATE:

PROJECT # : 211516 PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL # : 03 PROJECT DETAIL DESCRIPTION: Woodchuck Bicycle Boulevard

OCA # : 707053 OCA TITLE: Woodchuck Bicycle Boulevard

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

PROJECT MANAGER: Paul Gunzelman PHONE #: 268-4393

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$125,000.00	$141,415.00	$266,415.00
8000 Federal	$0.00	$523,618.00	$523,618.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$125,000.00	$665,033.00	$790,033.00

Expense Object Level 3			
2999 Contractuals	$125,000.00	$665,033.00	$790,033.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$125,000.00	$665,033.00	$790,033.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2015 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85111

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 09 Council Districts 1, 2 DATE COUNCIL APPROVED: Aug 19, 2014 REQUEST DATE:

PROJECT # : 211516 PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL # : 04 PROJECT DETAIL DESCRIPTION: Armour Bicycle Boulevard

OCA # : 707054 OCA TITLE: Armour Bicycle Boulevard

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

PROJECT MANAGER: Paul Gunzelman PHONE #: 268-4393

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$45,000.00	$94,275.00	$139,275.00
8000 Federal	$0.00	$493,403.00	$493,403.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$45,000.00	$587,678.00	$632,678.00

Expense Object Level 3			
2999 Contractuals	$45,000.00	$587,678.00	$632,678.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$45,000.00	$587,678.00	$632,678.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2015 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85112

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: Aug 19, 2014 REQUEST DATE:

PROJECT # : 211516 PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL # : 05 PROJECT DETAIL DESCRIPTION: Green St, WSU, I-135 Path Connection

OCA # : 707055 OCA TITLE: Green St, WSU, I-135 Path Connection

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

PROJECT MANAGER: Paul Gunzelman PHONE #: 268-4393

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$45,000.00	$8,630.00	$53,630.00
8000 Federal	$0.00	$116,222.00	$116,222.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$45,000.00	$124,852.00	$169,852.00

Expense Object Level 3			
2999 Contractuals	$45,000.00	$124,852.00	$169,852.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$45,000.00	$124,852.00	$169,852.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2015 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85113

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: Aug 19, 2014 REQUEST DATE:

PROJECT # : 211516 PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL # : 06 PROJECT DETAIL DESCRIPTION: Sycamore Shared Lane Markings

OCA # : 707056 OCA TITLE: Sycamore Shared Lane Markings

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

PROJECT MANAGER: Paul Gunzelman PHONE #: 268-4393

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$25,000.00	$13,390.00	$38,390.00
8000 Federal	$0.00	$43,111.00	$43,111.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$25,000.00	$56,501.00	$81,501.00

Expense Object Level 3			
2999 Contractuals	$25,000.00	$56,501.00	$81,501.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$25,000.00	$56,501.00	$81,501.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

◉ CIP ◯ Non-CIP CIP YEAR: 2015 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85117

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: Aug 19, 2014 REQUEST DATE:

PROJECT # : 211516 PROJECT TITLE: Bike Enhancement Projects

PROJECT DETAIL # : 08 PROJECT DETAIL DESCRIPTION: Redbud Multi-Use Path, Oliver to Woodlawn

OCA # : 707058 OCA TITLE: Redbud Multi-Use Path, Oliver to Woodlawn

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

PROJECT MANAGER: Paul Gunzelman PHONE #: 268-4393

◯ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$5,000.00	$107,500.00	$112,500.00
8000 Federal	$0.00	$337,500.00	$337,500.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$5,000.00	$445,000.00	$450,000.00

Expense Object Level 3			
2999 Contractuals	$5,000.00	$445,000.00	$450,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$5,000.00	$445,000.00	$450,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

Project Request

◉ CIP ◯ Non-CIP CIP YEAR: 2015 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85170

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 22 Council Districts 4, 6 DATE COUNCIL APPROVED: Aug 19, 2014 REQUEST DATE:

PROJECT # : 211536 PROJECT TITLE: Delano Douglas Ave Bike Parking

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Delano Douglas Ave Bike Parking

OCA # : 707072 OCA TITLE: Delano Douglas Ave Bike Parking

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	$4,050.00	2999 Contractuals	$16,133.00
8000 Federal	$12,083.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$16,133.00	**EXPENSE TOTAL:**	$16,133.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

SUPPLEMENTAL AGREEMENT #1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 6, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

TRANSYSTEMS CORPORATION

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 6, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the 1st & 2nd Street Bike Lanes (472-85108_615301).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Preparation of Final Design Plans
(see attached Project Scope)

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **$55,500.00**.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by Nov 1, 2014; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

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

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

BY ACTION OF THE CITY COUNCIL

_____

Carl Brewer, City Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe / 9/14/14

Sharon L. Dickgrafe

Interim Director of Law & City Attorney

TranSystems Corporation

Principal

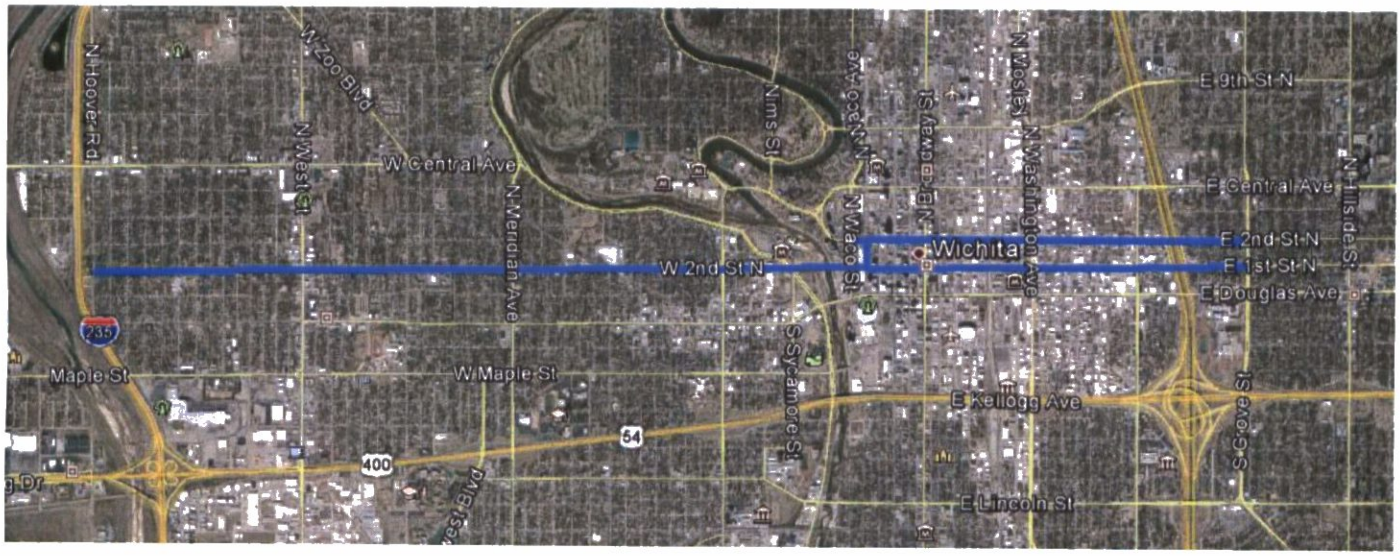
(Name and Title)

ATTEST:

Exhibit "A"
Scope of Services
1st and 2nd Street Bike Lanes
City of Wichita, KS

PROJECT UNDERSTANDING

The city of Wichita desires to develop designs for 1st and 2nd Street Bike lanes from Hoover to Grove. It is anticipated that the section from Dodge to Grove will be a set of plans, and a separate set of plans will be completed for Hoover to Dodge. The designs for development of bicycle facilities shall generally follow the design guidance provided in the 2013 Wichita Bicycle Master Plan, the 2012 AASHTO Guide for Development of Bicycle facilities, and the Manual on Uniform Traffic Control Devices 2009 Edition with Revision Numbers 1 and 2 incorporated, dated May 2012. No topographical or boundary survey work is anticipated to complete the project. The picture below depicts the limits of the project



FINAL DELIVERABLES

The city will be provided one half size set of Office/Final Check plans, one full size (22" x 36") electronic PDF copy and one half size (11"x17") paper set of Office/Final Check plans and the Engineer's Opinion of Probable Construction Cost. KDOT will be provided one full size (22" x 36") set of electronic PDF copy Office/Final Check plans and the Engineer's Opinion of Probable Construction Cost. Project Specific Special Provisions where applicable will be written and submitted by TranSystems.

PROJECT TASKS

The project will be conducted in seven phases, which are listed below with a brief description for each phase.

Phase 100 – Information Gathering	Existing Information Gathering
Phase 200 – Study Development	Traffic Analysis/Parking Studies
Phase 300 – Concept Plan Development	Developing Concept Plans and Estimates
Phase 400 – Public Presentations	Public Consultation and Presentations
***Phase 500 – Field Check Plans**	Field Check Plans, Estimates and Surveys
***Phase 600 – Office Check Plans**	Office Check Plans and Estimates
***Phase 700 – Final Plans**	Field Check Plans and Estimates

*Phases 500-700 will be handled under this supplemental agreement.

PHASE 500 Field Check Plans

Task 100 Plan Preparation

101. Plan Preparation – Field check plans and opinions of probable construction costs will be prepared and submitted in accordance to KDOT policies and practice. These will be approximately 50% complete plans which will include the following items:

- Title Sheet
- Typical Sections/General Notes
- Roadway Plan Sheets
- Miscellaneous Details
- Summary of Quantities
- Traffic Control/Construction Phasing

Task 200 Communications

201. Meet with Staff – Meet with City staff to discuss Field Check plans and the project to address coordination between all parties, plan submittals, schedules and necessary permitting as required for this project.

PHASE 600 Office Check Plans

Task 100 Plan Preparation

101. Plan Preparation – Field check plans and opinions of probable construction costs will be prepared and submitted in accordance to KDOT policies and practice. These will be approximately 90% complete plans which will include the following items:

- Title Sheet
- Typical Sections/General Notes
- Roadway Plan Sheets
- Miscellaneous Details
- Summary of Quantities
- Traffic Control/Construction Phasing

Task 200 Communications

201. Meet with Staff – Meet with City staff to discuss Office Check plans and the project to address coordination between all parties, plan submittals, schedules and necessary permitting as required for this project.
202. ULCC – Meet once with the utilities on this project. No one-calls will be completed. All utility coordination will be completed through the ULCC process.

PHASE 700 Final Plans

Task 100 Plan Preparation

101. Plan Preparation – Field check plans and opinions of probable construction costs will be prepared and submitted in accordance to KDOT policies and practice. These will be 100% complete plans which will include the following items:

- Title Sheet
- Typical Sections/General Notes

- Roadway Plan Sheets
- Miscellaneous Details
- Summary of Quantities
- Traffic Control/Construction Phasing

Task 200 Communications

203. Meet with Staff – Meet with City staff to address coordination between all parties, plan submittals, schedules and necessary permitting as required for this project.

Additional Assumptions

The following is a list of assumptions that were the basis for this proposal:

- One ULCC coordination meeting will be conducted as part of the project;
- No boundary or topographic surveys are assumed as part of this project;
- No permitting is assumed as part of this project;
  - The scope of work does not include waters of the U.S. mitigation (likely not required);
  - Floodplain development permit or FEMA flood map revisions are not included in this contract;
- City of Wichita and/or KDOT Construction Specifications will be used as the governing specifications for the project and will be supplemented by Project Special Provisions as required;
- Geological investigations are not included in this proposal;
- Pavement designs are not included as part of this proposal. Proposed pavement sections will be based on existing pavement sections and City/KDOT recommendations;
- No lighting or aesthetic designs are included as part of this proposal;
- No Drainage design is assumed as part of this project;
- No Structural Design is assumed as part of the conceptual phase;
- Services for negotiating, staking or surveying the proposed property easements or acquisitions are not included in this contract;
- No Right of Entry permissions are assumed to be necessary as part of this project;
- Microstation V8i or later will be used for all of the CAD file creation to prepare the plans noted herein, the city will be provided converted AutoCAD files;
- The selected contractor may request final reference files from TranSystems and enter into a separate agreement with TranSystems regarding the use of the electronic data

It is anticipated that the City will provide the following:

- Provide any notices and space for the public meeting, DAB(s) and WBPAD;
- Provide any existing studies and/or plans of the project area currently on file;

Design Fee

The above services will be provided for a Lump Sum fee of $55,500.00 bringing the total fee for this project to $99,000.00.

SUPPLEMENTAL AGREEMENT #1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 6, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

ALTA PLANNING + DESIGN INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 6, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the Market & Topeka Bike Lanes (472-85109_815300).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Preparation of Final Design Plans
(see attached Project Scope)

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **$53,460.00**.

C. *COMPLETION*

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

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

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

BY ACTION OF THE CITY COUNCIL

_____

Carl Brewer, City Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe/qw

Sharon L. Dickgrafe

Interim Director of Law & City Attorney

Alta Planning + Design Inc.

_____

(Name and Title)

Joseph Gilpin Principal 7/29/14

ATTEST:

_____

Project Scope

This scope of services provides details for the development of final construction plans associated engagement activities necessary for the successful completion of the Market-Topeka Bikeway Project, which provides bikeways for Market Street from Orme Street to 21st Street, and Topeka Street from 17th Street to Orme Street. Bike Route signage will also be included in final plans and coordinated with other projects in progress to facilitate a network of signing.

Task 1: Final Plans, Specifications, and Estimate Documents

1.1 Preparation of Final Design Plans (Alta with CFS assistance)

The Project team will prepare final design plans from approved preliminary plans to detail the proposed bikeway improvements. Pavement marking and signing improvements will utilize the field check/conceptual design plans, adding details to the CAD drawings for the affected routes with special detail sheets to cover signing and pavement markings through intersections. An overall plan sheet key map will be provided showing the entire project area with the specific sheet numbers of associated detail sheets listed. The plans will be signed and sealed by a registered professional engineer and will be prepared on 24" X 36" sheets that can be reduced to 11"x17" plan sheets. Detailed intersection sheets will be included for roadway segments or intersections that are non-typical and require specific details for the contractor to follow. No adjustments to curb lines are anticipated in this project, and all designs will work around existing build curb lines and streets. No right of way is needed for the project.

The following sheets are anticipated to be included in he set:

- Title Sheet - Alta
- General notes - Alta
- Summary of Quantities Sheets - Alta
- Typical sections - Alta
- Market Street Key Sheets and Plan Sheets - Alta
- Topeka Street Key Sheets and Plan Sheets - Alta
- Striping detail sheets - Alta
- Signing detail sheets - Alta
- Intersection Striping Detail Sheets – Alta, CFS
- Misc. Detail sheets - Alta
- Traffic control sheets - CFS

The Project team will prepare the project specifications in accordance with City and KDOT guidance for federally funded project specifications that include notice to bidders, bidding requirements, City of Wichita contract requirements, standard specifications and special provisions. A detailed "Engineers" estimate will be developed.

PS and E documents will be transmitted to the City of Wichita and KDOT for review and approval. The consultant will revise plans based on comments by the two entities.

Intersection details will be developed for no more than 6 locations.

Note: Basic way finding signage is included with signing for the project. Destination signing is not included in this scope of services.

Deliverables:

D1.1.1 Four (4) hardcopies and a PDF file of the Copies of the Draft Final Plans for review

D1.1.2 Five (5) hardcopies and a PDF file of the PS&E Final plans for review and approval

D1.1.3 Electronic Copies of the PDF file of Final Plans for Bidding

1.2 Preparation of Bid Documents and Specifications (CFS with Alta Review)

The Project team will prepare the project specifications in accordance with City and KDOT guidance for federally funded project speficiations. Job Special Provisions will be prepared by the Project team for specific items not covered by the general specifications.

Draft plan contract and bidding information along with specifications and special provisions will be developed for review by the City and KDOT. Following review and comment the bid documents will be completed for formal transmittal to KDOT.

The utility clearance letter will be prepared following final utility plan approval.

Deliverables:

D1.2.1 Draft bid and specifications book for the project

D1.2.2 Final bid documents and specification book for the project

D1.2.3 Utility clearance letter for the project

1.3 Preparation of Final Engineers Estimate (Alta W/CFS Review)

The project team will prepare a final engineers estimate of cost for the project. Any variations in cost from that provided with the field check plans will be documented and discussed in detail with the City of Wichita.

Deliverables:

D1.3.1 Draft engineers estimate for review by the City and KDOT

D1.3.2 Final engineer estimate for submittal to the City and KDOT

1.4 Bidding Support (Alta W/CFS support)

The project team will assist in answering questions durning the bidding phase of the project. The team will be available to answer questions regarding plans, and specifications, as well as to provide clarification on plan documents.

Deliverables:

D1.4.1 Memorandums regarding clarification of questions posted during bidding procedures

D1.4.2 Meeting minutes regarding discussions of questions or clarification provided during bidding.

Task 1.5 Project Engagement (Alta)

Working with the City of Wichita, the team will assist the City on engaging stakeholders who are critical to the development of the final plan documents and identify those who should be communicated with through the implementation. Expected stakeholders include:

- District Boards
- City neighborhood groups
- Department Staff
- Schools
- KDOT
- Bicycle Advisory Committee
- Advocacy Groups

Deliverables:

D1.5.1 Up to five (5) officials meetings or presentations. This may include providing information for the City to present for board meetings and neighborhood meetings.

D1.5.2 Meeting notes / summaries

Task 2: Field Investigations

2.1 Field Measurements (CFS)

The Project team will perform site surveys requred to define conditions for use in developing final plans over the plan sets developed for filed check plans.Field measurements at no more than 10 locations are included in this scope of services.

Deliverables:

D2.1.1 Data Collection Memorandums

Task 3: Project Management

3.1 Project Management (Alta)

Project team will manage activities with the City to provide a continual flow of information and coordination of activities and other active projects. The design team will achieve this through meetings with the City every two weeks throughout the duration of the project. These meetings may be in person on on conference calls. The goal of these meetings are to provide detailed information regarding the commuunity engagement, plan development or any special issues that arise on the project. These meeting will last no longer that 1 hour.

Deliverables:

D3.1.1 Meeting minutes from client meetings for up to ten (10) meetings may be held leading to the construction letting.

D3.1.2 Additional monthly project meetings are anticipated through construction, up to six (6) meetings. Brief memorandums of issues and resolution to issues during the project.

3.2 Project Administration (Alta)

Alta will consolodate the invoices of the project team into one invoice that will be submitted monthly to the City. Alta will prepare and submit invoices as outlined in the contract language provided by City of Wichita. The project team will provide task level descriptions of work completed and percent of tasks completed.

Deliverables:

D3.2.1 Monthly invoices with project updates.

3.3 Quality Control (Alta)

The design team each has their own quality control procedures. For all submittals to the City, Alta will provide a two-tier quality control system for written and graphic material that includes (1) peer review, and (2) independent review of materials prior to submittal.

Deliverables:

D3.3.1 Review of project deliverables.

alta PLANNING + DESIGN

Fee Estimate

21-Jul-14

City of Wichita

Market and Topeka Street Bikeway

TASK	ALTA							CFS										
	Principal-in-Charge Joe Gilpin	Project Manager Paul Wojciechowski	Engineer/Sr. Designer	Designer/ Planner	Project Advisor	Planning/ GIS/Admin	Total Alta Hours by Task	Principal	Project Manager	Project Engineer	Design Technician	Survey Manager	Field Crew	Survey Technician	Direct Cost (Interns)	Total CFS Hours by Task	Hours by Sub Task	Total Cost by Task
Hourly Rate	$165	$165	$100	$90	$120	$50		$190	$160	$100	$90	$110	$150	$75	$0			
Task 1: Final Plans Specifications and Estimmate Documents																		
Task 1.1 - Preperation of final design plans	8	10	136				154		8	10	10					28	182	
Task 1.2 - Preperation of bid documents and specifications	4	8	12				24		16	48	8					72	96	
Task 1.3 - Preperation of final engineers estimate	2	10	10				22		4	8						12	34	
Task 1.4 - Bidding Support		4					4		4							4	8	
Task 1.5 - Project Engagement	8	12					20		8							8		
																	0	
Deliverables:																		
D1.1.1 - 4 hardcopies and a PDF file of the Copies of the Draft Final Plans for review by the City.																		
D1.1.2 - 5 hardcopies and a PDF file of the Draft Final plans for KDOT review																		
D1.1.3 - PDF file of Final Plans for Bidding																		
D1.2.1 - Draft bid and specifications book for the project																		
D1.2.2 - Final bid documents and specification book for the project																		
D1.2.3 - Utility clearance letter.																		
D1.3.1 - Draft engineers estimate for review by the City.																		
D1.3.2 - Final engineer estimate for submittal to KDOT																		
D1.4.1 - Memorandums regarding clarification of questions posted during bidding procedures																		
D1.4.2- Meeting minutes regarding discussions of questions or clarification provided during bidding																		
D1.5.1 and D1.5.2 - Presentations (5) and meeting notes																		
Task 1 Hours Total	22	44	158	0	0	0	224	0	40	66	18	0	0	0	0	124	320	
Task 1 Cost Total	$3,630	$7,260	$15,800	$0	$0	$0	$26,690	$0	$6,400	$6,600	$1,620	$0	$0	$0	$0	$14,620		$41,310
Task 2: Topographic Survey																		
Task 2.1 - Field surveys							0				10					10	10	
							0									0	0	
Deliverables:																		
D1.1.1 - Data Collection Memos (Up to 10)																		
Task 2 Hours Total	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	10	10	
Task 2 Cost Total	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$900	$0	$0	$0	$0	$900		$900
Task 3: Project Management and Administration																		
Task 3.1: Project management		10					10									0	10	
Task 3.2: Project administration	4	16					20	2	4	4						10	30	
Task 3.3: Quality control		8					8		4	4						8	16	
Deliverables:																		
D3.1.1 - Meeting minutes from client meetings. No more than twenty (20) meetings are planned leading to the construction phase.																		
D3.1.2 - Brief memorandums of issues and resolution to issues during the project.																		
D3.2.1 - Monthly invoices with project updates.																		
D3.3.1 - Review of project deliverables.																		
Task 8 Hours Total	4	34	0	0	0	0	38	2	8	8	0	0	0	0	0	18	56	
Task 8 Cost Total	$660	$5,610	$0	$0	$0	$0	$6,270	$380	$1,280	$800	$0	$0	$0	$0	$0	$2,460		$8,730
Total Hours by Staff	26	78	158	0	0	0		2	48	74	28	0	0	0	0		Total	262
Total Fee by Task	$4,290	$12,870	$15,800	$0	$0	$0		$380	$7,680	$7,400	$2,520	$0	$0	$0	$0		Labor:	$50,940
							$32,960									$17,980		

Total Direct Reimbursable Expenses				Final
Expenses	(estimated)	x days/trip		
per diem	$30	8		$ 120.00
hotel	$100	4		$ 200.00
flights/ground transport (RT flights + ground transport)	$500	4		$ 800.00
mileage	$0.55	2,000		$ 500.00
	(estimated)	copies		
Room Fees and Refreshments for open Houses				$ 400.00
Printing budget				$ 500.00
	Total Direct Expenses			$ 2,520.00
				$50,940
		Total Fee		$ 53,460.00

													$17,980	$50,940

GENERAL NOTES:

* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the projec
* Hourly rates are for calendar year 2014, and will be adjusted if work is continued into subsequent year(s)

SUPPLEMENTAL AGREEMENT #1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 6, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

ALTA PLANNING + DESIGN INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 6, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the Woodchuck Bicycle Boulevard (472-85110_815300).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Preparation of Final Design Plans
(see attached Project Scope)

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **$79,030.00**.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

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

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

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, City Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe/gHS
Sharon L. Dickgrafe
Interim Director of Law & City Attorney

Alta Planning + Design Inc.

_____
(Name and Title)
Joseph Gilpin 7/29/14
Principal

ATTEST:

_____

Project Scope

This scope of services provides details for the development of final construction plans associated engagement activities necessary for the successful completion of the Woodchuck Bicycle Boulevard Bikeway Project, which provides bikeways for a low speed, low volume network of streets that extend from Ridge Road at Westport Drive, to Maple Avenue and Woodchuck Lane. Bike Route signage will also be included in final plans and coordinated with other projects in progress to facilitate a network of signing.

Task 1: Final Plans, Specifications, and Estimate Documents

1.1 Preparation of Final Design Plans (Alta - Signals, Signing Striping Geometric Guidance, CFS – Geometrics, ROW Sheets)

The Project team will prepare final design plans from approved preliminary plans to detail the proposed bikeway improvements. Pavement marking and signing improvements will be prepared over an aerial image of the affected routes with special detail sheets to cover signing and pavement markings through intersections. An overall plan sheet key map will be provided showing the entire project area with the specific sheet numbers of associated detail sheets listed. The plans will be signed and sealed by a registered professional engineer and will be prepared on 11"x17" sheets at a scale of 1"=100' for the plan sheets. Detailed intersection sheets will be included for roadway segments or intersections that are non-typical and require specific details for the contractor to follow, the scale of these drawings will be 1" = 50'. In the case of bike boulevards and cycle tracks included in the project, detailed geometric sheets will be provided. No adjustments to combined sewer systems are anticipated in this project, and all designs will work around existing systems. No right of way is needed for the project.

The following sheets are anticipated to be included in he set:

- Title Sheet - Alta
- General notes - Alta
- Summary of Quantities Sheets – Alta/CFS
- Typical sections - Alta
- Key Sheets and Plan Sheets - Alta
- Striping detail sheets - Alta
- Signing detail sheets - Alta
- Signal Plans
    - Westport at Ridge Road - Alta
    - Central at Red Barn - Alta
- Intersection Striping Detail Sheets - Alta
- Construction Detail sheets – Alta/CFS
- Traffic control sheets -CFS
- Geometric detail sheets - CFS
- Utility detail sheets - CFS

The Project team will prepare the project specifications in accordance with KDOT's guidance for federally funded LPA project specifications that include notice to bidders, bidding requirements, City of Wichita contract requirements, standard specifications and special provisions. A detailed "Engineers" estimate will be developed.

PS and E documents will be transmitted to the City and KDOT for review and approval. The consultant will revise plans based on comments by the two entities.

Corridors included in the design plans are as follows:

- Westport Street
- Northwest Parkway
- W. 13th Street
- Denmark Street
- W. 10th Street
- School Street
- Redbarn Lane
- Central Avenue
- Emerson Avenue
- Country Acres Avenue
- 2nd Street
- Glen Eagles Road
- Maple Street
- Woodchuck Lane

Intersection details will be developed at four (4) locations.

Note: Basic way finding signage is included with signing for the project. Destination signing is not included in this scope of services.

Traffic Signal Plans

Prepare traffic signal plans for intersections as follows:

- Ridge Road and Westport Drive – Provide a Pedestrian Hybrid Beacon (HAWK Signal) at the intersection of Westport Drive and Ridge Road that will provide a signalized crossing of Ridge Road for bicyclists and pedestrians. The design will include vehicular signals and pedestrian indications and push buttons.
- Central Avenue and Red Barn Lane – This intersection will include a Pedestrian Hybrid Beacon (HAWK Signal) that will allow pedestrians and bicycles to cross Central Avenue. The design will include vehicular signals and pedestrian indications and push buttons.

Deliverables:

D1.1.1 Four (4) hardcopies and a PDF file of the Copies of the Draft Final Plans for review

D1.1.2 Five (5) hardcopies and a PDF file of the PS&E Final plans for review and approval

D1.1.3 Electronic Copies of the PDF file of Final Plans for Review

1.2 Preparation of Bid Documents and Specifications (CFS W/Alta Reviews)

The Project team will prepare the project specifications in accordance with City and KDOT's guidance for federally funded project speficiations. Job Special Provisions will be prepared by the Project team for specific items not covered by the general specifications.

Draft plan contract and bidding information along with specifications and special provisions will be developed for review by the City and KDOT. Following review and comment the bid documents will be completed for formal transmittal to KDOT.

The utility clearance letter will be prepared following final utility plan approval.

Deliverables:

D1.2.1 Draft bid and specifications book for the project

D1.2.2 Final bid documents and specification book for the project

D1.2.3 Utility clearance letter for the project

1.3 Preparation of Final Engineers Estimate (Alta, CFS)

The project team will prepare a final engineers estimate of cost for the project. Any variations in cost from that provided with the field check plans will be documented and discussed in detail with City.

Deliverables:

D1.3.1 Draft engineers estimate for review by the City and KDOT

D1.3.2 Final engineer estimate for submittal to KDOT

1.4 Bidding Support (Alta W/CFS Support)

The project team will assist in answering questions durning the bidding phase of the project. The team will be available to answer questions regarding plans, and specifications, as well as to provide clarification on plan documents.

Deliverables:

D1.4.1 Memorandums regarding clarification of questions posted during bidding procedures

D1.4.2 Meeting minutes regarding discussions of questions or clarification provided during bidding.

Task 1.5 Project Engagement (Alta)

Working with the City of Wichita, the team will assist the City on engaging stakeholders who are critical to the development of the final plan documents and identify those who should be communicated with through the implementation. Expected stakeholders include:

- District Boards
- City neighborhood groups
- Department Staff
- Schools
- KDOT
- Bicycle Advisory Committee
- Advocacy Groups

Deliverables:

D1.5.1 Up to five (5) officials meetings or presentations. This may include providing information for the City to present for board meetings and neighborhood meetings.

D1.5.2 Meeting notes / summaries

Task 2: Topographic Surveys and ROW Information

2.1 Topographic Surveys and ROW Investigation (CFS W/ Alta Review)

The Project team will perform topographic surveys and obtain property information for the locations listed below:

- Westport Street at Ridge Road
- 13th Street from Morgantown to Denmark
- Central Avenue at Redbarn
- Maple from Glen Eagles to Woodchuck

Topographic surveys will include areas at the above noted intersections as well as the length of side path improvements at these locations. Areas surveyed will include the instersections listed above and extend 20' from the back of curb into adjoining properties. Utilities located by owners will be included. All storm and sanitary sewer tops within the survey limits will be located. No sewer modifications are anticipated and therefore sewer flowlines will not be surveyed. Right of Way information will be posted on the plans and collected for the survey locations. City to provide maps, plans, and any other information available to help locate existing right of way and easements. No right of way acquisition is expected for the project, however, the project will extend to the right of way line in most cases and any easements for the project will be addressed by the City, separate from this contract.

Deliverables:

D2.1.1 Topographic Survey in AutoCAD (Include bench marks and three way tie points.)

Task 3: Project Management

3.1 Project Management (Alta)

Project team will manage activities with the City to provide a continual flow of information and coordination of activities and other active projects. The design team will achieve this through meetings with the City every two weeks throughout the duration of the project. These meetings may be in person on on conference calls. The goal of these meetings are to provide detailed information regarding the commuunity engagement, plan development or any special issues that arise on the project. These meeting will last no longer that 1 hour.

Deliverables:

D3.1.1 Meeting minutes from client meetings for up to ten (10) meetings may be held leading to the construction letting.

D3.1.2 Additional monthly project meetings are anticipated through construction, up to six (6) meetings. Brief memorandums of issues and resolution to issues during the project.

3.2 Project Administration (Alta)

Alta will consolodate the invoices of the project team into one invoice that will be submitted monthly to the City. Alta will prepare and submit invoices as outlined in the contract language provided by City of Wichita. The project team will provide task level descriptions of work completed and percent of tasks completed.

Deliverables:

D3.2.1 Monthly invoices with project updates.

3.3 Quality Control (Alta)

For all submittals to the City, Alta will provide a two-tier quality control system for written and graphic material that includes (1) peer review, and (2) independent review of materials prior to submittal.

Deliverables:

D3.3.1 Review of project deliverables.

alta

Fee Estimate y of Wichita

21-Jul-14

Woodchuck Bicycle Boulevard

TASK	ALTA							CFS										
	Principal-in-Charge Joe Gilpin	Project Manager Paul Wojciechowski	Engineer/Sr. Designer	Designer/ Planner	Project Advisor	Planning/ GIS/Admin	Total Alta Hours by Task	Principal	Project Manager	Project Engineer	Design Technician	Survey Manager	Field Crew	Survey Technician	Direct Cost (Interns)	Total CFS Hours by Task	Hours by Sub Task	Total Cost by Task
Hourly Rate	$165	$165	$100	$90	$120	$50		$190	$160	$100	$90	$110	$150	$75	$0			
TASK 1: Final Design Plans Specificatoons and Estimate																		
Task 1.1 - Final Design Plans	12	24	116				152		16	42	36					94	246	
Task 1.2 - Preperation of project manual (bid documents and specifications)	4	4	16				24		14	16						30	54	
Task 1.3 - Prepare Final Engineers Estimate	2	8	16				26		4	16						20	46	
Task 1.4 - Bidding Support		4							4	8						12	12	
Task 1.5 - Project Engagement	16	16	8						4	4								
							0									0	0	
Deliverables:																		
D1.1.1 - 4 hardcopies and a PDF file of the Copies of the Draft Final Plans for review by the City.																		
D1.1.2 - 5 hardcopies and a PDF file of the Draft Final plans for KDOT review																		
D1.1.3 - PDF file of Final Plans for Bidding																		
D1.2.1 - Draft bid and specifications book for the project																		
D1.2.2 - Final bid documents and specification book for the project																		
D1.2.3 - Utility clearance letter.																		
D1.3.1 - Draft engineers estimate for review by the City.																		
D1.3.2 - Final engineer estimate for submittal to KDOT																		
D1.4.1 - Memorandums regarding clarification of questions posted during bidding procedures																		
D1.4.2- Meeting minutes regarding discussions of questions or clarification provided during bidding																		
D1.5.1 and D1.5.2 - Presentations (5) and meeting notes																		
Task 1 - Hours Total	34	56	156	0	0	0	246	0	42	86	36	0	0	0	0	156	358	
Task 1 - Cost Total	$5,610	$9,240	$15,600	$0	$0	$0	$30,450	$0	$6,720	$8,600	$3,240	$0	$0	$0	$0	$18,560		$49,010
Task 2: Topographic Surveysand ROW Information																		
Task 2.1 - Topographic Surveys			4				4		4		20	36	60			120	124	
																0	0	
Deliverables:																0	0	
D2.1.1 Topographic Survey in AutoCAD (Include bench marks and three way be points.)																		
Task 2 - Hours Total	0	0	4	0	0	0	4	0	4	0	20	36	60	0		120	124	
Task 2 - Cost Total	$0	$0	$400	$0	$0	$0	$400	$0	$640	$0	$1,800	$3,960	$9,000	$0	$0	$15,400		$15,800
Task 3: Project Management																		
3.1 - Project management		10					10									0	10	
3.2 - Project administration	4	16					20	2	4							6	30	
3.3 - Quality control	8	16					24		4							4	28	
Deliverables:																		
D3.1.1 Meeting minutes from client meetings for up to ten (10) meetings may be held leading to the construction letting.																		
D3.1.2 Additional monthly project meetings are anticipated through construction, up to six (6) meetings. Brief memorandums of issues and resolution to issues during the project.																		
D3.2.1 Monthly invoices with project updates.																		
D3.3.1 Review of project deliverables																		
Task 3 - Hours Total	12	42	0	0	0	0	54	2	8	0	0	0	0	0	0	10	68	
Task 3 - Cost Total	$1,980	$6,930	$0	$0	$0	$0	$8,910	$380	$1,280	$0	$0	$0	$0	$0	$0	$1,660		$10,570
Total Hours by Staff	46	98	160	0	0	0		2	54	86	56	36	60	0	0		Labor:	308
Total Fee by Task	$7,590	$16,170	$16,000	$0	$0	$0		$380	$8,640	$8,600	$5,040	$3,960	$9,000	$0	$0			$75,380
							$39,760									$35,620		

Total Direct Reimbursable Expenses				Final
Expenses	(estimated)	x days/trip		
per diem	$30	10		$ 150.00
hotel	$100	6		$ 300.00
flights/ground transport (RT flights + ground transport)	$500	4		$ 1,200.00
mileage	$0.55	2,000		$ 600.00
Misc. Expenses				$ 400.00
Printing budget				$ 1,000.00
	Total Direct Expenses			$ 3,650.00
		Total Fee		$ 79,030.00

$35,620 **$75,680**

GENERAL NOTES:

* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project
* Hourly rates are for calendar year 2014, and will be adjusted if work is continued into subsequent year(s)

SUPPLEMENTAL AGREEMENT #1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 6, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 6, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the Armour Bicycle Blvd. (472-85111_815300).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Preparation of Final Design Plans
(see attached Project Scope)

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **$30,500.00**.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by Nov 1, 2014; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

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

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

BY ACTION OF THE CITY COUNCIL

_____

Carl Brewer, City Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L Dickgrafe /sm

Sharon L. Dickgrafe

Interim Director of Law & City Attorney

Ruggles & Bohm, P.A.

Christopher M. Bohm

(Name and Title)

Christopher M. Bohm
Pres.

ATTEST:

RUGGLES
&BOHM

www.RBKansas.com
924 North Main
Wichita, KS 67203
316.264.8008

SCOPE OF SERVICES – AMENDED WITH DESIGN PHASE 5/29/2014

ARMOUR BICYCLE BOULEVARD - $15,850 (CONCEPT PHASE)

Following is a list of concept phase services:

- Field Review of project with city staff
- Other meetings as necessary with staff, City Council, Bike and Pedestrian Advisory Board and the public
- Preparation of base maps using LIDAR data, aerial photos and property line information obtained from City and County sources
- Preparation of conceptual layouts with proposed markings, proposed traffic calming devices and additional work beyond those items (sidewalk construction, pavement repair, etc.)
- Prepare preliminary concepts for wayfinding signage including "branding" ideas and coordinate with city staff and other consultants to develop a standard sign for the city's bike lanes.
- Preliminary cost estimate
- Attendance at one neighborhood and one DAB meeting for each District impacted to assist city staff in presenting the project to the public
- Meet w/ city council members or attend city council meetings as necessary
- Prepare a conceptual design report at the conclusion of the concept phase
- Evaluate traffic congestion issues at Gammon Elementary
- Evaluate connection with existing path at south end of project and provide recommendations for route
- Evaluate and provide recommendations for pavement north of Price Harris Elementary
- Provide options for routes for bike traffic to cross 21st Street North
- Provide recommendations for Redbud Trail crossing Woodlawn Avenue
- Modify or replace existing traffic calming devices along Armour
- Prepare recommendations for sidewalk repairs/modifications in areas where existing sidewalk will be shared use.

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ARMOUR BICYCLE BOULEVARD - $30,500.00 (DESIGN PHASE)

From the approved routing determined in the Concept phase, prepare final construction plans which consist of the following services:

- Collect topographic survey data for areas over which a new physical path will be routed.
- Design new sections of pathways where the route diverges from the public street system in plan view per City of Wichita design standards. Drainage of these areas shall be per City design specifications.
- Prepare construction documents for the Bicycle Boulevard for the limits of the project indicated in the original design contract as amended and approved by the Engineering Division after completion of the Concept Phase. Plan development shall be in a format approved by KDOT and the City of Wichita.
- Develop details and supplemental specifications for the project in a format approved by KDOT and the City of Wichita.
- Provide affected utility companies with both preliminary and final plan with coordination of utilities handled per the provisions of the original agreement.
- Provide both KDOT and the City of Wichita with Field Check, Office Check, and Final Check plans per the provisions of the original agreement.
- Provide both KDOT and the City of Wichita with detailed construction cost estimates in the format required by the original agreement.
- Provide survey control data on the final plans for areas of new Bicycle Boulevard construction per the provisions of the original agreement.
- Provide final plans for bidding per the provisions of the original agreement.

SUPPLEMENTAL AGREEMENT #1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 6, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 6, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the WSU to Schweiter Bikeway (472-85112_815300).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Preparation of Final Design Plans
(see attached Project Scope)

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **$33,200.00**.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by Nov 1, 2014, EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

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

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

BY ACTION OF THE CITY COUNCIL

_____

Carl Brewer, City Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe/AW

Sharon L. Dickgrafe

Interim Director of Law & City Attorney

Ruggles & Bohm, P.A.

_____

(Name and Title)

Christopher M. Bohm, Pres.

ATTEST:

_____

RUGGLES
&BOHM

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924 North Main
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316.264.8008

SCOPE OF SERVICES –AMENDED WITH DESIGN PHASE 5/29/2014

WSU TO SCHWEITER BIKEWAY - $17,200 (CONCEPT PHASE)

Following is a list of concept phase services:

- Field Review of project with city staff
- Other meetings as necessary with staff, City Council, Bike and Pedestrian Advisory Board and the public
- Preparation of base maps using LIDAR data, aerial photos and property line information obtained from City and County sources
- Preparation of conceptual layouts with proposed markings, proposed traffic calming devices and additional work beyond those items (sidewalk construction, pavement repair, etc.)
- Prepare preliminary concepts for wayfinding signage including "branding" ideas and coordinate with city staff and other consultants to develop a standard sign for the city's bike lanes.
- Preliminary cost estimate
- Attendance at one neighborhood and one DAB meeting for each District impacted to assist city staff in presenting the project to the public
- Meet w/ city council members or attend city council meetings as necessary
- Prepare a conceptual design report at the conclusion of the concept phase
- Provide recommendations for modification of traffic calming device at 15th and Fairmont and provide recommendations for other possible calming devices
- Evaluate traffic congestion issues at Mueller Elementary and Lewis Learning Center
- Evaluate the proposed route to determine if path should be located on Estelle or Volutsia
- Provide recommendations to address safety issues along the former Getto Avenue between Chatuaqua and Green
- Provide recommendations for curb modifications at 3rd and Estelle
- Evaluate narrow street conditions in areas of project and provide recommendations
- Evaluate steeper pavement sections to determine need for dedicated lanes
- Prepare recommendations for sidewalk repairs/modifications in areas where existing sidewalk will be shared use

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&BOHM

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WSU TO SCHWEITER BIKEWAY - $33,200.00 (DESIGN PHASE)

From the approved routing determined in the Concept phase, prepare final construction plans which consist of the following services: Note: The City of Wichita has requested that this project consist of one design project divided into two, separate construction projects. Ruggles & Bohm will provide the appropriate phasing designations on the plan set(s).

- Collect topographic survey data for areas over which a new physical path will be routed.
- Design new sections of pathways where the route diverges from the public street system in plan view per City of Wichita design standards. Drainage of these areas shall be per City design specifications.
- Prepare construction documents for the Bikeway for the limits of the project indicated in the original design contract as amended and approved by the Engineering Division after completion of the Concept Phase. Plan development shall be in a format approved by KDOT and the City of Wichita.
- Develop details and supplemental specifications for the project in a format approved by KDOT and the City of Wichita.
- Provide affected utility companies with both preliminary and final plan with coordination of utilities handled per the provisions of the original agreement.
- Provide both KDOT and the City of Wichita with Field Check, Office Check, and Final Check plans per the provisions of the original agreement.
- Provide both KDOT and the City of Wichita with detailed construction cost estimates in the format required by the original agreement.
- Provide survey control data on the final plans for areas of new Bicycle Boulevard construction per the provisions of the original agreement.
- Provide final plans for bidding per the provisions of the original agreement.

SUPPLEMENTAL AGREEMENT #1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 6, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 6, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the Sycamore Shared Lane Markings (472-85113_815300).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Preparation of Final Design Plans
(see attached Project Scope)

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **$21,200.00**.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by Nov 1, 2014; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

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

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

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, City Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe /aw
Sharon L. Dickgrafe
Interim Director of Law & City Attorney

Ruggles & Bohm, P.A.

Christopher M. Bohm
(Name and Title)
Christopher M. Bohm
Pres.

ATTEST:

RUGGLES
&BOHM

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SCOPE OF SERVICES – AMEMDED WITH DESIGN PHASE 5/29/2014

SYCAMORE SHARED USE MARKINGS - $9,300 (CONCEPT)

Following is a list of concept phase services:

- Field Review of project with city staff
- Other meetings as necessary with staff, City Council, Bike and Pedestrian Advisory Board and the public
- Preparation of base maps using LIDAR data, aerial photos and property line information obtained from City and County sources
- Preparation of conceptual layouts with proposed markings, proposed traffic calming devices and additional work beyond those items (sidewalk construction, pavement repair, etc.)
- Prepare preliminary concepts for wayfinding signage including "branding" ideas and coordinate with city staff and other consultants to develop a standard sign for the city's bike lanes.
- Preliminary cost estimate
- Attendance at one neighborhood and one DAB meeting for each District impacted to assist city staff in presenting the project to the public
- Meet w/ city council members or attend city council meetings as necessary
- Prepare a conceptual design report at the conclusion of the concept phase
- Recommendations for re-striping in area adjacent and south of Lawrence Dumont Stadium
- Evaluate existing inlets to determine if they present a hazard and provide remediation recommendations
- Evaluate pavement condition of Sycamore from Kellogg to Dayton
- Evaluate congestion around West High School and provide options for alternative routes for review
- Provide recommendations for improving rail crossing on Dodge, north of Orient, to provide a more bike friendly crossing
- Evaluate drive approaches along Orient to provide recommendations to control sand and gravel transport from adjacent properties
- Prepare recommendations for sidewalk repairs/modifications in areas where existing sidewalk will be shared use

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SYCAMORE SHARED USE MARKINGS - $21,200.00 (DESIGN)

From the approved routing determined in the Concept phase, prepare final construction plans which consist of the following services:

- Collect topographic survey data for areas over which a new physical path will be routed.
- Design new sections of pathways where the route diverges from the public street system in plan view per City of Wichita design standards. Drainage of these areas shall be per City design specifications.
- Prepare construction documents for the Shared Use route for the limits of the project indicated in the original design contract as amended and approved by the Engineering Division after completion of the Concept Phase. Plan development shall be in a format approved by KDOT and the City of Wichita.
- Develop details and supplemental specifications for the project in a format approved by KDOT and the City of Wichita.
- Provide affected utility companies with both preliminary and final plan with coordination of utilities handled per the provisions of the original agreement.
- Provide both KDOT and the City of Wichita with Field Check, Office Check, and Final Check plans per the provisions of the original agreement.
- Provide both KDOT and the City of Wichita with detailed construction cost estimates in the format required by the original agreement.
- Provide survey control data on the final plans for areas of new Bicycle Boulevard construction per the provisions of the original agreement.
- Provide final plans for bidding per the provisions of the original agreement.

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: Memorandum of Understanding – Metropolitan Area Building & Construction Department

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve an increase in allocation of funds for demolition and clearance.

Background: On May 6, 2015, the City Council approved the 2014-2018 Consolidated Plan and First Program Year Action Plan for submission to the U.S. Department of Housing and Urban Development. The plan included a recommendation to allocate approximately $84,000 from unexpended Community Development Block Grant (CDBG) funds for demolition and clearance activities. This amount was the remaining balance of funds which had been allocated to the Metropolitan Area Building and Construction Department from 2012 and 2013 for eligible demolition and clearance activities.

Analysis: Upon further review of expenditure records dating back to 2008, the total amount of remaining funds for demolition and clearance, is $184,439. Demolition and clearance of blighted properties which have been cited by staff in the Metropolitan Area Building and Construction Department is an eligible use of CDBG funds. Department staff has indicated that there is an ongoing need for this funding. This action will make this larger amount available for demolition and clearance. Expenditures will be authorized by a Memorandum of Understanding.

Financial Considerations: All funds for this transaction have been awarded by the U.S. Department of Housing and Urban Development. No General Funds are involved in this action.

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

Recommendations/Actions: It is recommended that the City Council approve an increase in allocation of funds for demolition and clearance.

Attachments: Memorandum of Understanding

THE CITY OF WICHITA

DATE: July 1, 2014

TO: Tom Stolz, Director of Metro Area Building & Construction

FROM: Mary K. Vaughn, Director of Housing & Community Services

SUBJECT: Memorandum of Understanding Demolition and Clearance of Unsafe Structures

This Memorandum of Understanding serves as the formal basis for assumption of the following performance requirements by using funds provided under the Housing and Community Development Act of 1974, as amended.

It is mutually agreed between the Director of Housing and Community Services, and the Director of Metro Area Building & Construction that the Metro Area Building Construction Department will furnish all services necessary to carry out the Demolition and Clearance of Unsafe Structures activities specified in Part B, Performance Criteria/Objectives.

In addition, the Metro Area Building & Construction Department will undertake projects within the $184,439.25 budget specified in Part C, Budget Detail.

During the administration of activities covered by this Memorandum, the Metro Area Building & Construction Department agrees to comply with all applicable laws, regulations and policies of the United States, the State of Kansas and the City of Wichita, including, but not limited to, the following:

1. <u>Community Development Block Grant</u>

    a. Housing and Community Development Act of 1974, as amended
    b. 24 CFR Part 570 Community Development Block Grant Regulations.
    c. City of Wichita Administrative Regulation No. 63 Administration of the Community Block Grant Program.

2. <u>Equal Opportunity</u>

    a. Title VI, Civil Rights Act of 1964.
    b. Section 109, Housing and Community Development Act of 1974, as amended.
    c. Executive Order 11246, as amended Equal Employment Opportunity.
    d. Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Architectural Barriers Act and Amendments with Notice CPD- 00-10.
    e. City of Wichita Administrative Regulation No. 23 Nondiscrimination and Equal Employment Opportunity.

3. <u>Section 3</u>

    a. Section 3, Housing and Urban Development Act of 1968, as amended (Attachment D).
    b. Section 3 City of Wichita Administrative Regulation No 1.5.

4. Grant Administration

   a. City of Wichita Administrative Regulation No. 2.4

5. Historic Preservation

   a. National Historic Preservation Act of 1966, as amended.
   b. National Environmental Policy Act of 1969.
   c. Preservation of Historical and Archaeological Data Act of 1974, amended.
   e. 24 CFR Part 58.
   d. 24 CFR Parts 60, 61 and 800.

6. Other

   a. Federal Labor Standards, including Subpart A, Davis-Bacon and Related Acts
   b. Clean Air Act, as amended.
   c. Lead-Based Paint Poisoning Prevention Act, as amended (note: requires certifications be retained in project files).
   d. 24 CFR Part 35 - Lead-based Paint Poisoning Prevention in Certain Residential Structures.
   e. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition Policies Act.
   f. City of Wichita Administrative Regulations Nos. 1.2 and 3.1
   g. City of Wichita Relocation and Anti-displacement Plan (one-for-one housing replacement).
   h. HUD Expenditure Guidelines OMB

Department of Housing & Community Services will review all changes, modifications, deletions or additions to the Memorandum of Understanding prior to being sent to the City Manager or City Council.

Any significant change in scope and intent of this Memorandum of Understanding shall be considered and approved or disapproved by the City Council. A significant change is defined as a change in program intent, program beneficiaries, basic program guidelines, and any budget or funding change over $25,000. Any change approved by the City Council shall have the full force and effect as all other provisions of this Memorandum of Understanding as though originally fully set out herein and shall be codified by a formal amendment.

Changes or amendments to this Memorandum of Understanding not submitted to the City Council for approval must be in writing and have the written approval of all signatories of this agreement.

Failure of the Department administering this MOU to follow the procedures set out in this Memorandum of Understanding will constitute a breach of agreement, causing termination of this Memorandum of Understanding. All remaining funds that have not been approved for projects will be reallocated to other eligible activities.

Approval by the Director of Housing & Community Services and the City Manager constitutes a directive to implement this project.

This Memorandum of Understanding shall remain in force until September 30, 2015.

APPROVED:

Tom Stolz, Director
Metro Area Building & Construction

Mary K. Vaughn, Director
Housing and Community Services

Robert Layton,
City Manager

APPROVED AS TO FORM:

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

Part B

PERFORMANCE CRITERIA AND OBJECTIVES

ACTIVITY NAME: DEMOLITION AND CLEARANCE OF UNSAFE STRUCTURES

SUBGRANTEE INFORMATION

DEPARTMENT NAME:	Metro Area Building & Construction
DIRECTOR:	Tom Stolz
CONTACT PERSON(S):	Deb Legge
PHONE:	(316) 268-4481
PERFORMANCE PERIOD:	July 1, 2014 through June 30, 2015
CONTRACT PERIOD:	July 1, 2014 through September 30, 2015
FUNDING SOURCE(S):	☒ CDBG

HUD OUTCOME PERFORMANCE MEASUREMENTS

NATIONAL OBJECTIVE(S):	☐ Low/Mod Benefit ☒ Slum/Blight ☐ Urgent Need ☐ Planning/Administration
OBJECTIVE CATEGORY:	☒Sustainable Living Environment ☐ Decent Housing ☐ Creating Economic Opportunities
OUTCOME CATEGORY:	☒Availability/Accessibility ☐ Affordability ☐ Sustainability
PROJECT ELIGIBILITY:	According to 24 CFR Part 570.208(B)(2) this project qualifies, meeting the CDBG National Objective for activities to address slum and blight on a spot basis. Expenditures for this activity are eligible under 24 CFR 570.201(d) clearance, demolition, and removal of buildings and improvements.

ACTIVITY DESCRIPTION:

Metro Area Building & Construction shall utilize CDBG funds in the amount of $184,439.25 to perform all services necessary to carry out the activities related to demolition, clearance and removal of unsafe structures.

Activities will be limited to the Neighborhood Revitalization Areas, pictured in Attachment A. This activity is eligible under 24 CFR 570.201(d), clearance, demolition, and removal of buildings and improvements, meeting the HUD National Benefit under 24 CFR 570.208(B)(2) *Activities to address slums or blight on a spot basis*.

SCOPE OF SERVICES:

Metro Area Building & Construction will:

1. Provide project oversight and coordination within the project budget and provide the Department of Housing and Community Services with copies of all contracts between the City and subcontractors for review before execution and prior to being submitted to Law or the City Manager.

2. Assure that all projects funded in full or in-part with CDBG funds have a completed HUD Environmental Review prior to any recipient or any participant in the project undertaking any actions that would limit the choice of reasonable alternatives, including committing either HUD or non-HUD funds. All HUD Environmental Reviews for City of Wichita CDBG funded projects are completed by the City's Planning Department. Requests for HUD Environmental Reviews to the Planning Department must include the following information:
   - Requesting department and contact
   - Funding source(s)
   - Description of work to be preformed, including any applicable graphics of proposed changes
   - Address or legal description of site

3. Develop project specifications for the Purchasing Department which include Federal Labor Standards, opportunities for Emerging Business Enterprise (EBE) participation, and Section 3 requirements. Bids must be solicited through Purchasing. The specifications shall require the contractor to supply all equipment, material, and services necessary to complete the job, including labor, and will warrant the work for a period of time commensurate with the type of improvement. Prior to sending bid specifications out, Metro Area Building & Construction will provide Housing & Community Services with a copy of the bid specifications to ensure all necessary federal forms are included.

   A. Federal Labor Standards - Housing & Community Services will obtain a general wage decision from Wage Determinations OnLine.gov that will apply to this project. The wage decision must be included in the bid specifications as well as Form HUD-4010 (06/2009) Federal Labor Standards Provisions.
   B. EBE – The Metro Area Building & Construction Department shall enhance opportunities for qualified Emerging Business Enterprises (EBE) by increasing their representation in the competitive base of contractors from which the City regularly purchases goods and services and ensuring that all suppliers have equal access to the City's purchasing opportunities. This may include unbundling contracts and breaking up bid packages to provide additional opportunities for EBEs. Metro Area Building & Construction Department must demonstrate affirmative action to encourage EBEs participation per 24 CFR 570.506(g)(6) and report to the Department Housing & Community Services the level of participation using Attachment E, HUD 60002 Section 3 Summary Report.
   C. Section 3 – the City of Wichita is a recipient of housing and community development funds and is therefore required to comply with 24 CFR Part 135, Section 3 of the HUD Act of 1968, as amended, which requires that, to the greatest extent feasible, employment and other economic opportunities shall be directed to low and very low income persons, and to business concerns which provide economic opportunities to such persons on projects assisted by housing and community development monies including, but not limited to Community Development Block Grants. All Section 3 covered contracts shall include the Section 3 clause as shown in Attachment B, which contains the contract provisions set forth in 24CFR 135.38.

4. Verify satisfaction through Housing & Community Services that the contractor and their subcontractors have provided all necessary documentation and complied with all HUD regulations, before making final payment.

5. Ensure construction is completed according to the contract, to the extent funds are available. Substitutions or additions can be made as long as the budget contained herein is not exceeded and the substitutions/additions meet all CDBG project eligibility requirements. Substitutions/additions will require prior written approval from Housing & Community Services.

6. Assure that any failure of the contractor to live up to the terms of the contract are to be reported immediately to Housing & Community Services with the following information: contractor name, address, project name, date of infraction, detailed report of infraction(s), actions taken or planned to resolve the violation.

BUDGET:

Beginning July 1, 2014 the total budget amount for this project shall not exceed $184,439.25 as specified in the budget detail and explanation (Part C, Budget Detail). It is understood and agreed by and between the Director of Housing & Community Services and the Director of Metro Area Building & Construction that if the cost of the work to be performed is greater than the amount allocated, work will be accomplished to the extent that funds are available.

Amounts specified in the budget detail are estimates and can be adjusted administratively if they do not exceed $25,000. Adjustments exceeding $25,000 will have to be approved by the City Council.

REPORTS:

Upon award of the contract, Metro Area Building & Construction will furnish the Department of Housing and Community Services with a Contract and Subcontract Activity Report (Attachment C) identifying all activity on each project on a monthly basis.

Each month Metro Area Building & Construction will provide a monthly Accomplishment Report (Attachment D) to the Department of Housing and Community Services, listing all projects by address located within the Neighborhood Revitalization Areas, expenditures CDBG funds of each project and provide information on demolition and clearance projects not funded with CDBG funds, that eliminate slum and blighted structures located within the City of Wichita.

CDBG EXPENDITURE STANDARDS

The U.S. Department of Housing and Urban Development (HUD) has issued a “use it or lose it” CDBG expenditure policy for all cities, including the City of Wichita. Effective July 1, 2002, the City of Wichita must meet mandatory HUD expenditure standards for the CDBG program. The expenditure standard will apply to all subgrantees including private, for-profit and non-profit corporations as well as City-operated programs.

The City of Wichita is required to meet timely expenditure standards. Failure to meet the timeliness expenditure standards will subject the City of Wichita to a mandatory reduction of 100% the CDBG grant amount which is in excess of the HUD timeliness standard.

All CDBG funded projects will be monitored quarterly to determine if CDBG funded activities are being carried out in a timely manner, including timely expenditure rates. All subgrantees administering CDBG funded projects that do not meet a 25% expenditure standard at the end of the first quarter will be notified. Each subgrantee receiving a notice will be required to submit a corrective action plan to the Department of Housing and Community Services - Community Investments Division explaining the actions to be undertaken to correct the CDBG expenditure rates. Subgrantees will have until the end of the second quarter to rectify the issue.

At the end of the second quarter, Housing & Community Services will re-evaluate untimely projects. If the evaluation indicates that CDBG expenditure rates do not meet the provisions of this section, Housing & Community Services will take corrective action by recapturing funds from the project and reallocating those funds to another eligible activity. Projects with continuing timeliness issues will be evaluated monthly and budget reduction adjustments will be made as necessary.

OTHER REQUIREMENTS

All procurement will be accomplished according to City of Wichita and HUD purchasing policies and procedures.

Metro Area Building & Construction shall record all program transactions into the City's financial system according to procedures established by the Controller's Office.

Metro Area Building & Construction shall establish and maintain accounting records specifically for the CDBG funds. Original documentation supporting all expenditures and other program records will be retained for five (5) years after the final audit of expenditures made under this agreement. Records shall also be maintained documenting performance indicated in monthly reports and are subject to review by City staff.

CITY OF WICHITA
FEDERAL, STATE AND FOUNDATION GRANT BUDGET FORM

Form No. 21-012 (2010)

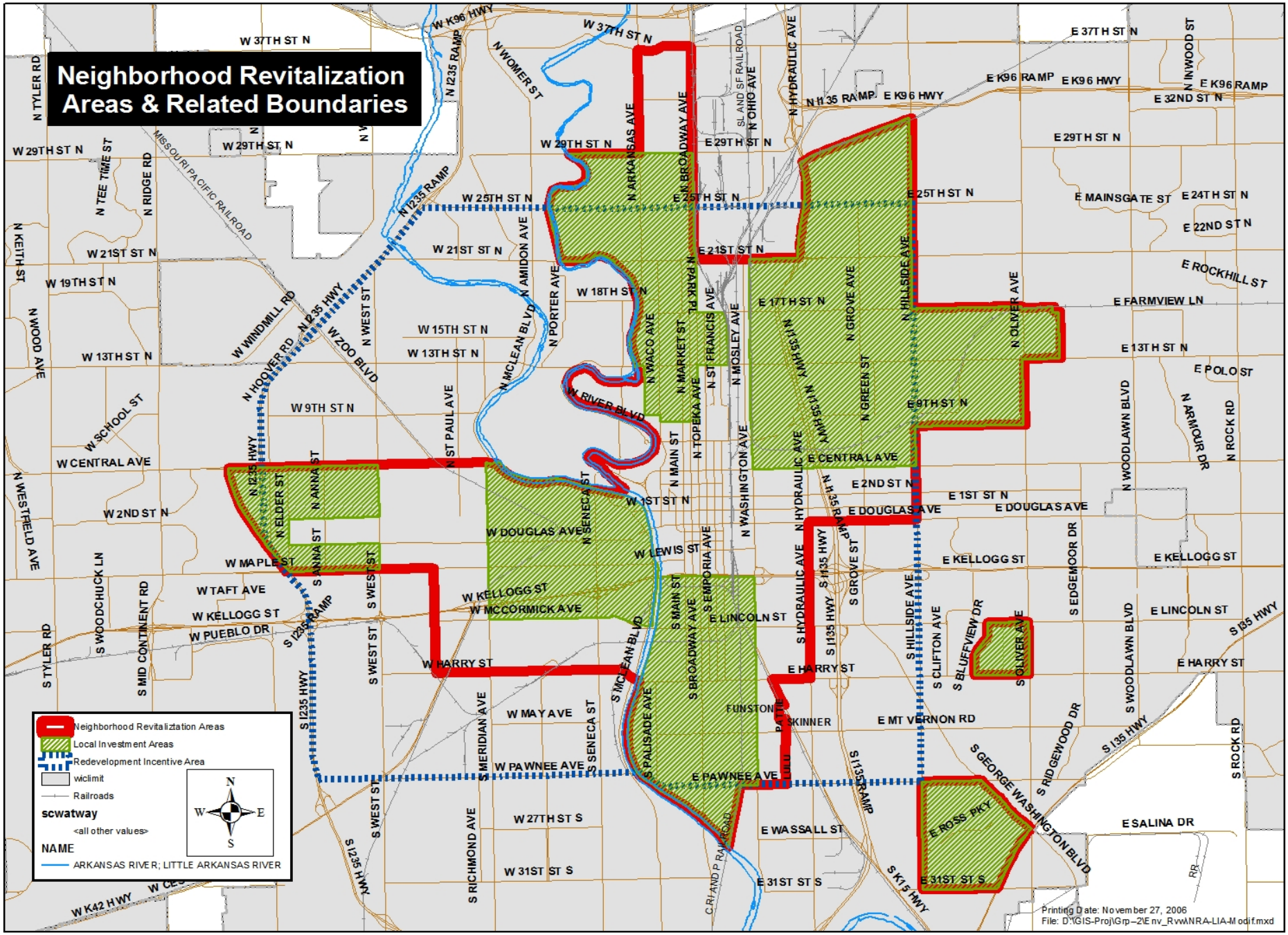
E-print, scan or save as pdf and drag following documentation to Laserfiche/Performance/Grants/Your Department.
New Grant: Budget form, notice of award and grant agreement.
Budget revision: Revised budget form.
Name grant award file OCA# - Grant # Program Title (Rev # as appropriate)
Send voting email to Department Director and Budget Analyst. Set results to go to assigned Controller accountant.

OCA Title:	MABCD	Formal Grant Title:	Community Development Block Grant 2014
Grant period: From :	7/1/2014 To : 6/30/2015	Grantor Agency:	HUD
Department #:	9	CFDA Number:	14.218
OCA #:		HUD activity number#:	
Grant #:	800400	Federal/State Project #:	B14-MC-20-0004
Grant Detail#:		CC Approval date:	5/6/2014

Set Expenditure Controls at (bold or box one) Object level 1 or Expenditure Total — Expenditure Total will be utilized if no selection made.

Source of funding:	Object Level 3	Original Budget	Revisions Increase	Revisions Decrease	Revised Budget	Revision # ____
Federal contributions	8000	184,439.25			184,439.25	
State contributions	8030				0.00	
Federal to State	8062				0.00	
Federal to County	8090				0.00	
City - cash transfer	9800				0.00	
Private contributions	9713				0.00	
City - in-kind	9714				0.00	
REVENUE TOTAL		**184,439.25**	**0.00**	**0.00**	**184,439.25**	
Expenditures:						
Personal services (1xxx):						
Delegate Agencies-Payroll	1195	0.00			0.00	
Delegate Agencies- Employee Benefi	1495				0.00	
					0.00	
Total Personal Services		**0.00**	**0.00**	**0.00**	**0.00**	
Contractual services (2xxx):						
Contractors	2505	184,439.25			184,439.25	
Delegate Agencies- Other Contractua	2795				0.00	
					0.00	
Total Contractual Services		**184,439.25**	**0.00**	**0.00**	**184,439.25**	
Commodities (3xxx):						
Delegate Agencies- Supplies	3195	0.00			0.00	
Delegate Agencies- Misc. Commoditi	3995				0.00	
					0.00	
Total Commodities		**0.00**	**0.00**	**0.00**	**0.00**	
EXPENDITURE TOTAL			**0.00**	**0.00**	**184,439.25**	

approval is required. Electronic approval acceptable.
om Budget Officer or Designee is required.


Neighborhood Revitalization Areas & Related Boundaries
Neighborhood Revitalization Areas
Local Investment Areas
Redevelopment Incentive Area
wiclimit
Railroads
scwatway
<all other values>
NAME
ARKANSAS RIVER; LITTLE ARKANSAS RIVER
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W 37TH ST N
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N WOMER ST
W 37TH ST N
E 37TH ST N
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N TYLER RD
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N OHIO AVE
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N BROADWAY AVE
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E 21ST ST N
E ROCKHILL ST
W 19TH ST N
N AMIDON AVE
N PORTER AVE
W 18TH ST N
N PARK PL
N ST FRANCIS AVE
N MOSLEY AVE
E 17TH ST N
N GROVE AVE
N HILLSIDE AVE
N OLIVER AVE
E FARMVIEW LN
N WOOD AVE
W WINDMILL RD
N I235 HWY
W ZOO BLVD
N WEST ST
W 15TH ST N
N MCLEAN BLVD
W 13TH ST N
W 13TH ST N
N WACO AVE
N MARKET ST
N I135 HWY
N GREEN ST
E 13TH ST N
E POLO ST
N HOOVER RD
W RIVER BLVD
W 9TH ST N
N ST PAUL AVE
N TOPEKA AVE
E 9TH ST N
N WOODLAWN BLVD
N ARMOUR DR
N ROCK RD
W SCHOOL ST
N I135 HWY
N ANNA ST
N MAIN ST
N WASHINGTON AVE
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N SENECA ST
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N HYDRAULIC AVE
N I135 RAMP
W LEWIS ST
S I135 HWY
S GROVE ST
E KELLOGG ST
E KELLOGG ST
S EDGEMOOR DR
W MAPLE ST
S ANNA ST
S WEST ST
S WOODCHUCK LN
W TAFT AVE
W KELLOGG ST
W MCCORMICK AVE
S MAIN ST
S EMPORIA AVE
E LINCOLN ST
S HILLSIDE AVE
S CLIFTON AVE
S BLUFFVIEW DR
S OLIVER AVE
E LINCOLN ST
S I35 HWY
S WOODLAWN BLVD
W PUEBLO DR
S I235 RAMP
S I235 HWY
S WEST ST
S HYDRAULIC AVE
S I135 HWY
S TYLER RD
S MID CONTINENT RD
W HARRY ST
S MCLEAN BLVD
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S MERIDIAN AVE
S SENECA ST
S PALISADE AVE
FUNSTON
PATTIE
SKINNER
LULU
E MT VERNON RD
S GEORGE WASHINGTON BLVD
S RIDGEWOOD DR
S I135 HWY
S ROCK RD
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Printing Date: November 27, 2006
File: D:\GIS-Proj\Grp-2\Env_Rvw\NRA-LIA-Modif.mxd

Attachment B

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 135--ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS--Table of Contents

Subpart B--Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. 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.

B. The parties to this contract agree to comply with HUD's 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.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor 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.

D. The contractor 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 a 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.

E. The contractor 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.

F. 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.

G. 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).

Section 3 Compliance

1. Section 3 applies to all housing rehabilitation, housing construction and other public construction contracts in excess of $100,000.

2. Section 3 resident means:
   a. a public housing resident; or
   b. an individual who resides in the metropolitan area in which the section 3 assistance is expended (City of Wichita) who is:
      i. low income (80% of median income).
      ii. very low income (50% of median income).
      iii. 30% of median income

3. Section 3 business concern means a business concern:
   a. that 51 percent or more of the business is owned by section 3 residents; or
   b. whose permanent, full time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
   c. that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of a section 3 business concern (a. and b. above).

4. Contractor/Subcontractor may demonstrate compliance by:
   a. Committing to employ section 3 residents as 30 percent of the aggregate number of new hires.
   b. Committing to contract with section 3 business concerns as 10 percent of the total dollar amount of all Section 3 covered contracts for work arising in connection with housing rehabilitation, housing construction and other public construction.

Section 3 covered contracts do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

5. Record keeping/reporting:
   Reports on HUD Form 60002 are to be submitted at the completion of the project or annually as of June 30th.

Examples of records Contractors/Subcontractors should maintain to show activity and results under Section 3.

1. Copies of advertisements for training and employment opportunities;

2. Lists of Section 3 residents who inquired about or actually applied for training or employment opportunities;

3. Copies of any procurement procedures conducted by the recipient;

4. Any evidence that, to the greatest extent feasible, steps have been taken to include Section 3 business concerns in opportunities arising from Section 3 - related activities;

5. Copies of strategies designed to implement Section 3, including records of solicitation mailing lists and direct solicitations of bids or proposals;

6. Records of bid evaluations and selections;

7. Copies of notifications of awards to grantees and contractors;

8. Documentation of pre-construction conferences;

9. Copies of letters to community organizations related to Section 3 recruiting or business development;

10. Photographs of signs or notices posted for Section 3 recruiting or business development;

11. Record of income levels of persons hired;

12. Documentation and correspondence concerning Section 3-related complaints; and

13. Records of contact made with unions or contractor's associations.

Contract and Subcontract Activity | **U.S. Department of Housing and Urban Development** | OMB Approval No.: 2577-0088
OMB Approval No.: 2502-0355

Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Orders dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and the these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.

Privacy Act Notice = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the Information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or relesed outside the United States Department of Housing and Urban Development without your consetn, except as required or permitted by Law.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency	Check if:		2. Location (City, State Zip Code)
	PH		
	IH		
	CPD		
	Housing		

3a. Name of Contact Person	3b. Phone Number (Including Area Code)	4. Reporting Period ☐ Oct. 1 - Sept. 30 (Annual -FY)	5. Program Code (Not applicable for CPD programs.) See explanation of Codes at bottom of Page Use a separate sheet for each program code.	6. Date Submitted to Field Office

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc. 7a.	Amount of Contract or Subcontact 7b.	Type of Trade Code (See below) 7c.	Contractor or Subcontractor Business Racial/Ethnic (See below) 7d.	Woman Owned Business (Yes or No) 7e.	Prime Contractor Identification (ID) Number 7f.	Sec. 3 7g.	Subcontractor Identification (ID) Number 7h	Sec. 3 7i.	Contractor/Subcontractor Name and Address 7j.				
									Name	Street	City	State	Zip

Page 1

7c: Type of Trade Codes:

CPD:
1 = New Construction
2 = Education/Training
3 = Other

Housing/Public Housing:
1 = New Construction
2 = Substantial Rehab.
3 = Repair
4 = Service
5 = Project Mangt.
6 = Professional
7 = Tenant Services
8 = Education/Training
9 = Arch./Engrg. Appraisal
0 = Other

7d: Racial/Ethnic Codes:
1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic Americans
5 = Asian/Pacific Americans
6 = Hasidic Jews

5: Program Codes (Complete for Housing and Public and Indian Housing programs only):
1 = All Insured, including Section8
2= Flexible Subsidy
3 = Section 8 Noninsured, Non-HFDA
4 = Insured (Management)
5 = Section 202
6 = HUD-Held (Management)
7 = Public/India Housing
8 = Section 811

Previous editions are obsolete. form **HUD-2516** (8/98)

Attachment D

MONTHLY PERFORMANCE REPORT

CITY DEPARTMENT: Metro Area Building & Construction

PROGRAM NAME: Demolition and Clearance of Dangerous and Unsafe Buildings

FUNDING SOURCE: Community Development Block Grant

Objective: Demolition and Clearance of Dangerous and Unsafe Buildings

Outcome Measurements	**For month ending:**			
	Current Month		**Cumulative Total**	
	# of Units	Amount	# of Units	Amount
Number of residential structures removed and amount of CDBG funding				
Number of non-residential structures removed and amount of CDBG funding				
Number of residential structures removed and amount of other funds				
Number of residential structures removed and amount other funding				
Number of projects underway but not completed				

*Attach documentation to the back of this report.

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: 2015-2017 Ancillary Employee Benefit Lines

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the 2015-2017 vendor selections for the ancillary employee benefits lines, approve the benefit rates, and the conversion of voluntary vision benefits to self-insurance.

Background: The City's ancillary employee benefit program consists of fully-insured basic life, dependent life, accidental death and dismemberment (AD&D), supplemental life, voluntary accidental death and dismemberment (VAD&D) and fully-insured long-term disability (LTD) through The Standard Insurance Company; fully-insured long-term care (LTC) through UNUM; self-insured dental benefits through Delta Dental of Kansas; flexible spending account administration through ASI, Inc. (ASI); and fully-insured vision services through Vision Service Plan (VSP).

The City contracts with a benefit consultant, IMA, Inc., to monitor its benefit plan programs, recommend plan modifications and provide rate analysis to ensure competitive pricing. The City also utilizes a Health Insurance Advisory Committee (HIAC) to provide plan oversight, recommend program renewals, modifications to existing benefits, and to serve as a basis for the Staff Screening and Selection Committee. The Staff Screening and Selection Committee included representatives from the Fraternal Order of Police Local 105, International Association of Firefighters Local 135, Service Employees International Local 513, Teamsters Local 795, Employees Council (non-union) and other City staff.

At the request of staff, IMA issued electronic Requests for Proposals (RFPs) for the City's 2015-2017 ancillary employee benefit lines and administration of the flexible spending program in March 2014.

On September 20, 2011, the City Council approved continuation of the LTC program provided through UNUM, which has been in place since inception in 1995. Rates through May 31, 2014 for the 117 participants have remained the same since 1995. Each policy is written individually and assigned to the subscriber and is portable after termination. As allowed by contract and as approved by the State of Kansas Insurance Commissioner, UNUM increased its rates by 10% effective the current year. Prior to issuing the ancillary RFP, IMA research found one other carrier offering similar LTC benefits, but at a substantially higher cost, even after factoring in UNUM's recent increase. With the recommendation of IMA and the concurrence of the City's Purchasing Division, UNUM was recommended to continue as the City's LTC provider without the need to formally issue an RFP for these services.

Analysis: As requested, IMA distributed Requests for Proposals for the City's ancillary benefits to 35 vendors. Based on provisions of the Affordable Care Act, proposals for both a fully-insured and self-insured vision program (separate and unbundled from the City's health insurance program) were requested, while the remaining proposals asked for a match of existing or enhanced benefits and administration. In late April, IMA received 41 responses spread through the RFP categories. IMA analyzed each of the responses and provided the Staff Screening and Selection Committee with detailed benefit cost and comparisons required for short-listing.

On May 2, 2014, the Staff Screening and Selection Committee met to short-list the top candidates in each coverage line for finalist interviews. During this meeting, the Staff Screening and Selection Committee, with the approval of Purchasing, selected Delta Dental of Kansas and VSP as sole finalist presenters for dental and vision benefits. Analysis confirmed that the plan designs, lack of disruption, continuity of benefits and administrative abilities of Delta Dental and VSP clearly set them apart from the other proposers. This analysis compelled the committee to interview only Delta Dental and VSP as finalists for dental and vision services. Finalists selected for flexible spending account administration included Surency and ASI. Life and disability product finalists included The Standard Insurance Company and MetLife. The Standard, Aetna, and Lincoln Financial were selected as finalists for voluntary LTD.

On May 14 and 15, 2014, finalist interviews were conducted and the Staff Screening and Selection Committee met again on June 6, 2014 to determine recommendations. The finalists for each category as selected by the Staff Screening and Selection Committee as being the most responsive to the Requests for Proposals are as follows:

- Self-Insured Dental Plan(s) – Delta Dental of Kansas
- Self-Insured Vision Plan – VSP
- Flexible Spending Account Administrator – Surency
- Fully Insured Basic Life, Dependent Life, Basic AD&D, Voluntary AD&D and Supplemental Life Plans – The Standard Insurance Company
- Fully Insured Long Term Disability Plan – Lincoln Financial
- Fully Insured Long Term Care Plan – UNUM

The proposed 2014–2017 premiums for each plan are listed in Attachment I. The Staff Screening and Selection Committee recommends the City accept the benefit enhancements and rate guarantees for each plan as follows:

Dental

The only recommended modification to the current self-funded dental plan is the addition of Delta's Passive Network. This network contains many of the same providers in the current plan, but allows greater discounts to the plan, and is transparent to the participants. Employees may still participate in the Traditional and Preferred plans and the current Incentive Plan would still apply. Beginning in 2015, overall costs to the dental plan will decrease by 12.6%, resulting in lower rates to the employee. Administrative fees will be subject to a three-year rate guarantee. This is a 100% employee paid benefit.

Vision

Plan recommendations through VSP for the vision benefit plan include moving from a fully-insured to a self-insured plan beginning in 2015, along with eliminating the requirement of participation though the health plan. Plan design will remain the same, with 80% of premiums paid by the City and 20% by employees. Self-insured vision plan costs will increase 11.5% over 2014, based on current levels of enrollment. In comparison, the rates for the fully- insured vision plan reflected a 29% rate increase over existing rates. VSP offers a three-year administrative rate guarantee. Self-funding will allow the City to pay an administrative fee, plus the actual cost of the claims while using VSP's network.

Life Insurance

It is recommended that life insurance and related products remain with The Standard Insurance Company. Due to unfavorable loss ratios, the life insurance package will experience an increase in premiums of 36.4%. Two-thirds of contribution rates for basic life, dependent and basic AD&D is paid by the City, with the remaining one-third by employees. All other life products are 100% employee paid.

Current employees not enrolled in the plan will have the opportunity to add one times their salary as supplemental coverage without evidence of insurability. Employees already participating in the plan will also be able to add an additional one times their salary without evidence of insurability, but not to exceed three times salary.

Voluntary Long Term Disability

Lincoln Financial is recommended to provide voluntary LTD. Beginning in 2015, premiums will decrease by 4.9% from current rates, and come with a three-year rate guarantee. The plan has a more generous definition of disability than the current plan, but requires mandatory rehabilitation. Premiums for LTD are 100% employee paid.

Long Term Care

The City's current long term care plan design is no longer offered by UNUM to new groups. IMA researched the market and found only one other provider that offered a similar plan design, but at substantially higher rates. If marketed, UNUM would have had the opportunity to terminate the current plan design and fee structure, and impose rates higher than the 10% increase allowed under the current contract and approved by the State of Kansas Insurance Commissioner. For these reasons, the Staff Screening and Selection Committee, with the approval of Purchasing, is recommending continuation of UNUM as the long term care provider under the current contract.

Flexible Spending Account Administration

The Staff Screening and Selection Committee recommends the selection of Surency for flexible spending account administration. Surency offers a 24% decrease in annual administrative fees, a three-year rate guarantee, free lost debit card replacement and enhanced employee marketing to increase participation in the program.

Financial Considerations: The dental program, supplemental life insurance, VAD&D, LTD and LTC plans are all employee paid programs. For the vision plan, the City pays 80% of the premiums and employees pay 20% of the premiums. Two-thirds of the basic life, basic AD&D and dependent life insurance premium costs are paid by the City and one-third is paid by the employee. The flexible spending account administration fees are paid by the City. The City's costs for each of the ancillary employee benefit lines are budgeted and paid from the Self Insurance Fund.

Legal Considerations: The contracts and policies will be subject to review and approval as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council accept the recommendations of the Staff Screening and Selection Committee and:

(1) approve Delta Dental of Kansas, VSP, The Standard Insurance Company, Lincoln Financial, UNUM and Surency as the providers for dental, vision, basic life, dependent life, basic AD&D, supplemental life, voluntary AD&D, voluntary LTD, and flexible spending administration for 2015-2017;
(2) approve the co-pays/deductibles/benefits, as applicable for each plan;
(3) approve the benefit enhancements and deviations as recommended for each plan;
(4) approve the rate guarantees for each vendor as recommended and authorize renewal at the guaranteed rates for 2015, 2016 and 2017 as applicable;
(5) approve converting the vision plan from a fully-insured plan to a self-funded plan; and
(6) authorize the necessary signatures.

Attachment: Attachment I

2015-2017 Employee Benefit Premiums

DENTAL, VISION, LIFE INSURANCE (BASIC LIFE, BASIC AD&D, DEPENDENT LIFE, VOLUNTARY AD&D, SUPPLEMENTAL LIFE, VOLUNTARY LONG TERM DISABILITY, LONG TERM CARE AND FLEXIBLE SPENDING ACCOUNT

Dental – Delta Dental of Kansas (self-funded)

Both Traditional and Preferred Plans will experience a cumulative rate savings of 12.6% for Plan Year 2015. Administrative fee rates totaling $3.30 per employee per month are guaranteed for 3 years. Subsequent year's funding factors will be subject to prior period claims. There are no changes to the level of benefits provided. The monthly rates listed include the $3.30 administrative fee.

Dental Plan	**Current Premiums**	**2015 Premiums**
	Select Plan	
Employee	$32.80	$29.13
Employee +1	$65.64	$55.03
Family	$109.66	$89.72
	Preferred Plan	
Employee	$22.62	$23.30
Employee +1	$43.02	$41.35
Family	$74.90	$69.54

Vision – VSP (self-funded)

VSP rates will increase 11.5% over current. Administrative fee rates totaling $2.75 per employee per month are guaranteed for 3 years. There are no changes to the current level of benefits provided. The monthly rates listed include the administrative fee.

Vision Plan	**Current Premiums**	**2015 Premiums**
Single	$11.81	$14.62
Family	$31.73	$34.62

Life Insurance – The Standard (fully-insured)

Includes waiver of premium benefit and provides a basic life benefit of 2 times salary. The following benefit maximums apply:

- Class 1 up to $600,000 City Council and City Managers
- Class 2 up to $600,000 Firefighters who are members of IAFF
- Class 3 up to $150,000 Police officers, members of Fraternal Order of Police, members of SEIU and Teamsters
- Class 4 up to $400,000 All non-union employees

Maximum life benefit of $1,000,000 (combined basic and supplemental life)

All Life and Accidental Death & Dismemberment (AD&D) insurance programs will continue to be consolidated with one vendor. The Standard has a 3 year rate guarantee for all Life and AD&D plans. Rates for Basic Life will increase by 45% from current. Basic Life, Basic AD&D and Dependent Life insurance premium costs are 66% City paid and 33% employee-paid. Supplemental Life and voluntary AD&D are employee-pay-all programs.

Product	Benefit	Cost Per Month
Basic Life	2x annual salary up to a maximum of $600,000 (see Employee Class)	$0.130 per $1,000 of coverage per month
Basic AD&D	Equal to the amount of basic life benefit	$0.015 per $1,000 of coverage per month
Dependent Life for Spouse and Child	$4,000 from date of live birth	0.830/month/family
Voluntary AD&D – Spouse/Child	Max. benefit 60% of employee to $250k or 50% of employee if child coverage is elected/15% of employee to $30k or 10% of employee to $30k if spouse coverage is elected	$0.021Single AD&D rate per $1,000 $0.031Family AD&D rate per $1,000
Supplemental Life	1,2,3 or 4 times employee's annual salary up to a maximum of $1,000,000 (maximum combined Basic Life and Supplemental Life)	Cost per $1,000 per month Under Age 25 - $0.062 25-29 - $0.073 30-34 - $0.094 35-39 - $0.104 40-44 - $0.125 45-49 - $0.177 50-54 - $0.281 55-59 - $0.520 60-64 - $0.801 65-69 - $1.529 70-74 - $2.486 75+ - $2.486

Voluntary Long Term Disability – Lincoln Financial (fully-insured)

Age Band	Monthly Cost per $1,000
Under Age 25	$0.120
25-29	$0.120
30-34	$0.200
35-39	$0.340
40-44	$0.500
45-49	$0.740
50-54	$1.140
55-59	$1.550
60-64	$1.580
65-69	$1.380
70+	$2.450

Long Term Care – UMUM (fully insured)

Long Term Care is a unique product and does not function like other types of insurance. Unique features of this plan are as follows:

- The plan design and plan options do not change;
- The plan rates can change;
- Eligible participants must elect during their initial eligibility period or submit to medical underwriting to qualify (there is no open enrollment);
- Coverage is available to family members outside of an employee's immediate family;
- Coverage is portable (if an employee terminates employment, the policy will remain in force as long as the premiums are paid);
- The policy has a return of premium benefit

Flexible Spending Account Administration – Surency

Administration & Other Fees	Current	Surency
Base Administration Annual Fee (per employee per mo.)	$3.00	$2.75
Debit Card Fee/Replacement if Lost	$1.00/$5.00	$0.00/$0.00
Rate Guarantee	5 yrs. proposed	3 yrs.

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council Members

SUBJECT: General Obligation Bond and Note Sale

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Adopt the resolutions.

Background: The City is planning to offer for sale three series of general obligation temporary notes in the principal amount of approximately $173,770,000 (Series 253, 268 and 270) and four series of general obligation bonds (Series 811, 813, 814 and 962) in the principal amount of approximately $183,065,000. The bonds and notes are being issued for the purpose of providing temporary and permanent financing for capital improvement projects of the City. The public sale of the bonds and notes is scheduled for 10:00 a.m. C.S.T. on September 16, 2014, at which time bids will be received and the City Council will award the sale of bonds and notes to the bidders whose proposed interest rates result in the lowest overall cost to the City.

Analysis: The sale of temporary notes allows short-term financing of improvements that shall be permanently financed through the issuance of bonds, pay-as-you-go financing or other sources. The bonds are being issued on a reimbursement basis to finance project costs previously incurred.

The City's Fall 2014 general obligation bond and note sale includes the following issues:

Temporary Notes
The proceeds from the sale of the Series 253 and 268 Renewal and Improvement Temporary Notes will be used to provide interim financing for Airport projects, improvement district projects, public improvement projects and improvements related to Tax Increment Financing (TIF) Districts. The proceeds from the sale of the Series 270 Renewal and Improvement Temporary Notes will be used to provide interim financing for Exempt Facility Airport projects. Temporary Note Series 253 will be issued in a principal amount of approximately $10,285,000 and is taxable under Federal law due to the nature of the TIF, Airport and facade improvements being financed. Temporary Note Series 268 will be issued in a principal amount of approximately $69,050,000. Temporary Note Series 270 will be issued in a principal amount of approximately $94,435,000 and is subject to Alternative Minimum Tax.

General Obligation Bonds
The Series 811 Bonds will be issued in a principal amount of approximately $156,445,000 and will be used to permanently finance public improvement projects, the aquifer storage and recovery project and transit buses. The Series 813 Bonds will be issued in a principal amount of approximately $8,090,000 and is taxable under Federal law due to the nature of the TIF and special assessment improvements being financed. The Series 814 Bonds will be issued in a principal amount of approximately $11,385,000 and will be used to permanently finance special assessment projects. The Series 962 Bonds will be issued in a principal amount of approximately $7,145,000 and will be used to permanently finance a portion of the TIF improvements related to the Water Walk project.

Financial Considerations: The City of Wichita awards the sale of bonds to the bidder with the lowest true interest cost, or "TIC". Using the TIC to calculate the bids, accounts for the time value of money. The TIC is the rate that will discount all future cash payments so that the sum of their present value will equal the bond proceeds. Further, using the TIC calculation can potentially result in the City saving money because TIC does not ignore the timing of interest payments. Due to their short term, the awards for the sale of temporary notes are made to the bidder with the lowest net interest cost.

The Series 253, 268 and 270 Temporary Notes will mature on October 15, 2015 and will be retired using the proceeds of permanent financing bonds, renewal notes and/or other available funds of the City. The Series 253, 268 and 270 Temporary Notes will be callable April 15, 2015 at par.

The Series 811 General Obligation Bonds will mature serially over 10, 19 and 20 years. The 10 and 20 year maturities are structured to produce level annual payments of principal and interest for each maturity term while the 19 year maturity is structured to coordinate cash flows with TIF revenues. The Series 811 Bonds will be callable beginning in 2023 at par and are payable from City-wide ad valorem taxes and Water Utility revenues, which if not so paid, are payable from City-wide ad valorem taxes.

The Series 813 General Obligation Bonds will mature serially over 10, 13, 15 and 16 years. The 16 year maturity is structured to coordinate cash flows with TIF revenues, while each of the other maturities are structured to produce level annual payments of principal and interest for each maturity term. The Series 813 Bonds will be callable beginning in 2023 at par and are payable from City-wide ad valorem taxes and from the collection of special assessments levied against benefitting properties, and if not so paid, from City-wide ad valorem taxes.

The Series 814 General Obligation Bonds will mature serially over 15 and 20 years, with principal maturities structured to produce level annual payments of principal and interest for each maturity term. The Series 814 Bonds will be callable beginning in 2023 at par and are payable from the collection of special assessments levied against benefitting properties, and if not so paid, from City-wide ad valorem taxes.

The Series 962 General Obligation Bonds will mature serially over 10 years, with principal maturities structured to produce level annual payments of principal and interest for each maturity term. The Series 962 Bonds will be callable beginning in 2022 at par and are payable from City-wide ad valorem taxes.

Legal Considerations: The Law Department has approved the resolutions as to form, authorizing the sale of the bonds and notes and directing the publication and distribution of the Notices of Sale (prepared by the City's Bond Counsel).

Recommendation/Action: It is recommended the City Council adopt the resolutions: 1) authorizing the general obligation bond and note sales; 2) approving the distribution to prospective bidders of the Preliminary Official Statements, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statements are in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(l), subject to revision, amendment and completion in the final Official Statements; 4) authorizing publication and distribution of the Notices of Sale; and 5) authorizing staff, in consultation with Bond Counsel, to take such further action reasonably required to implement the resolutions.

Attachments: Sales Resolutions
Official Notices of Sale

Gilmore & Bell, P.C.
08/13/2014

CITY OF WICHITA, KANSAS

OFFICIAL NOTICE OF NOTE SALE

Principal Amount*	***Description***	***Series***	***Reference***
$69,050,000	General Obligation Temporary Notes	268	"Series 268 Notes"
94,435,000	General Obligation Temporary Notes (Subject to AMT)	270	"Series 270 Notes"
10,285,000	Taxable General Obligation Temporary Notes	253	"Series 253 Notes"

*Subject to change

(GENERAL OBLIGATION NOTES PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. ***Separate*** electronic bids for the purchase of each series of the above-referenced notes (collectively, the "Notes") of the City of Wichita, Kansas (the "City") herein described will be received by the Director of Finance of the City via ***PARITY***® until 10:00 a.m., Central Daylight Time (the "Submittal Hour"), on

TUESDAY, SEPTEMBER 16, 2014

(the "Sale Date"). All bids will be publicly evaluated at said time and place and the award of each series of the Notes to the successful bidders (collectively, the "Successful Bidder") will be acted upon by the City Council (the "Governing Body") of the City as soon thereafter as may be practical at its meeting to be held on the Sale Date in the Council Chamber at City Hall. No oral, auction, facsimile or other written bids will be considered and no bid for less than the entire principal amount of the Notes will be considered. Other capitalized terms not otherwise defined in this Notice of Note Sale (the "Notice") shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

Each series of Notes shall be sold separately, and bidders may bid on any series of Notes.

Terms of the Notes

General. The Notes will consist of fully registered notes in the denomination of $5,000 or any integral multiple thereof (the "Authorized Denomination"), will be dated October 15, 2014 (the "Dated Date") and will become due on the payment dates and in the principal amounts as follows:

Series Designation	**Stated Maturity**	**Principal Amount***
268	10/15/2015	$69,050,000
270	10/15/2015	94,435,000
253	10/15/2015	10,285,000

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable at maturity or earlier redemption.

****Adjustment of Principal Amounts***. The City reserves the right to adjust the total principal amount of any series of the Notes, depending on the purchase price bid by the Successful Bidder, amounts necessary to pay for interest on the Notes to the initial Interest Payment Date and amounts necessary to finance the public improvements to be financed thereby. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Notes as described herein. If there is an adjustment in the final aggregate principal amount of any series of the Notes as described above, the City will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., Central Daylight Time, on the Sale Date. The actual purchase price for each series of the Notes shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the series of Notes, as adjusted.

Place of Payment and Registration

Payment. The principal of and interest on the Notes will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). The principal of each Note will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the "Register") of the Note Registrar (the "Registered Owner") upon presentation and surrender at the principal office of the Paying Agent. Interest on each Note will be payable to the Registered Owner of such Note as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the "Record Date"): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co., by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Registration. The Notes will be registered pursuant to a plan of registration approved by the City and the Attorney General of the State of Kansas. The City will pay for the fees of the Note Registrar for registration and transfer of the Notes and will also pay for printing a reasonable supply of registered blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, will be the responsibility of the Registered Owners.

Book-Entry-Only System

The Notes shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Notes. During the term of the Notes, so long as the book-entry-only system is continued, the City will make payments of principal of, premium, if any, and interest on the Notes to DTC or its nominee as the Registered Owner of the Notes, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Notes to is participants who shall be responsible for transmitting payments to beneficial owners of the Notes in accordance with agreements between such participants and the beneficial owners. The City will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the City determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the City will discontinue the book-entry-only form of registration with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause to be authenticated and delivered to the beneficial owners replacement Notes in the form of fully registered certificates. Reference is made to the

Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Notes and DTC.

Redemption Provisions

General. Whenever the City is to select Notes for the purpose of redemption, it will, in the case of Notes in denominations greater than the minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Note as though it were a separate Note in the minimum Authorized Denomination.

Optional Redemption. At the option of the City, the Notes will be subject to redemption and payment prior to maturity on April 15, 2014 and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the City in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Notice and Effect of Call for Redemption. Unless waived by any owner of Notes to be redeemed, if the City shall call any Notes for redemption and payment prior to the maturity thereof, the City shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Successful Bidder. In addition, the City shall cause the Note Registrar to give written notice of redemption to the registered owners of said Notes. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Notes to be redeemed, the place of surrender of Notes so called for redemption and a statement of the effect of the redemption. The City shall also give such additional notice as may be required by Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Note be called for redemption and payment as aforesaid, all interest on such Note shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security

General. The Notes are being issued pursuant to the Constitution and statutes of the State of Kansas, as amended by Charter Ordinances of the City.

Series 268. The Series 268 Notes are being issued to provide interim financing for various internal improvement projects of the City and to refund and renew previously issued temporary notes.

Series 270. The Series 270 Notes are being issued to provide interim financing for a portion of the costs to construct and equip a new aviation terminal for the City and other airport improvements (the "Airport Improvements") and to refund and renew previously issued temporary notes.

Series 253. The Series 253 Notes are being issued to provide interim financing for a portion of the costs of certain tax increment projects, facade improvement projects and for Airport Improvements and to refund and renew previously issued temporary notes.

Security. The Notes shall be general obligations of the City payable as to both principal and interest, in part from special assessments, or from the proceeds of general obligation bonds of the City, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full

faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

Submission of Bids

Separate bids shall be submitted for each series of the Notes, which shall be sold separately. Bidders may bid on any or all series of the Notes. All bids shall be submitted electronically via PARITY® and must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice. If provisions of this Notice conflict with those of PARITY®, this Notice shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which shall be submitted separately. The City shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. Information about the electronic bidding services of PARITY® may be obtained from Ipreo at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids

General. Separate proposals will be received on each series of the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes of each series; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by ***THE BOND BUYER***, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 6% for the Series 268 and 270 Notes and plus 7% for the Series 253 Notes; and (c) no supplemental interest payments will be considered. No bid shall be for less than ***100%*** of the principal amount of each series of the Notes will be considered. Each bid shall specify: (a) the total interest cost (expressed in dollars) during the term of the Notes on the basis of such bid; (b) the purchase price offered by the bidder; (c) the net interest cost (expressed in dollars) on the basis of such bid; and (d) average annual net interest rate (expressed as a percentage) on the basis of such bid. ***Each bidder shall certify to the City the correctness of the information contained on the bid form. In addition, each bidder for the Series 270 Notes shall certify that the total compensation to such bidder based on such bid will not exceed 0.75% of the aggregate offering price of the Series 270 Notes. The City will be entitled to rely on such certifications***. Each bidder agrees that, if it is awarded any series of the Notes, it will provide the certification as to initial offering prices described under the caption "Certification as to Offering Price" in this Notice.

Good Faith Deposit

General. Each bid shall be accompanied by a good faith deposit (the Deposit") in an amount equal to 2% of the principal amount of each series of the Notes as stated on the initial page of this Notice, payable to the order of the City to secure the City from any loss resulting from the failure of the Successful Bidder to comply with the terms of its bid. **Separate Deposits must be submitted for each series of Notes**. Each Deposit, ***which must be received by the City prior to 9:30 a.m. Central Daylight Time on the Sale Date***, must be in the form of: (a) a certified or cashier's check drawn on a bank located in the United States of America, payable to the order of the City; (b) a Financial Surety Bond (as described below) payable to the order of the City; or (c) a wire of Federal Reserve funds (as described below), immediately available for use by the City. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the City until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the City. If a bid is accepted, but the City fails to deliver a series of the Notes to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the Successful Bidder defaults in the performance of any of the terms and conditions of this

Notice, the proceeds of such Deposit will be retained by the City as and for liquidated damages. No interest on any Deposit shall be paid by the City.

Deposit Submission Details.

(a) *Certified or Cashier's Check.* Certified or cashier's checks must be delivered to the Debt Coordinator at the address set forth on the last page of this Notice.

(b) *Financial Surety Bond.* Any financial surety bond (the "Surety Bond") must be issued by an insurance or surety company rated "AA" by Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., or "Aa" by Moody's Investors Service and licensed to issue such a Surety Bond in the State of Kansas, and shall identify each bidder whose Deposit is guaranteed by such Surety Bond. Notice of the issuance of such Surety Bond shall be given by the issuer thereof via email transmission to the Director of Finance at the address set forth on the last page of this Notice. If the sale a series of the Notes is awarded to a bidder utilizing a Surety Bond, the Successful Bidder is required to submit to the City a cashier's or certified check or wire transfer of immediately available federal funds to such financial institution requested by the City, not later than 2:00 p.m., Central Daylight Time on the next business day following the Sale Date. If such funds are not received by such time, the Surety Bond may be drawn on by the City to satisfy the Deposit requirement.

(c) *Wire Transfer*. Any wire transfer shall be submitted to a financial institution designated by the City, and wire transfer instructions may be obtained from the Debt Coordinator at the address set forth on the last page of this Notice. ***Each wire transfer Deposit must reference "City of Wichita, Kansas, Good Faith Deposit, Series 268, 270 or 253."*** Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Director of Finance or Debt Coordinator at the email address set forth on the last page of this Notice, including the following information: (i) notification that a wire transfer has been made; (ii) the amount of the wire transfer; (iii) the wire transfer federal reference number; (iv) the name of the bidder for which the wire transfer is to be credited as a Deposit, (v) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary's name on the wire instructions; and (vi) return wire transfer instructions in the event such bid is unsuccessful.

Deposit Return Details. Good Faith checks submitted by unsuccessful bidders will be returned promptly via United States first class mail; wire transfer Deposits submitted by unsuccessful bidders will not be accepted or shall be returned in the same manner received not later than the next business day following the Sale Date, and the City reserves the right to withhold reasonable charges for any fees or expenses incurred in returning a wire transfer Deposit.

Basis of Award

General. Each series of the Notes shall be sold separately. The City reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any disputes arising hereunder shall be governed by the laws of the State of Kansas, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute. Any bid received after the Submittal Hour on the Sale Date will be rejected or returned to the bidder.

Award. The award of a series of Notes will be made on the basis of the lowest net interest cost (expressed in dollars), which will be determined by subtracting the amount of the premium bid, if any,

from the total interest cost to the City ("NIC"). The City will compute the NIC based on such bids. If there is any discrepancy between the NIC specified and the interest rates specified, the specified NIC shall govern and the interest rates specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest NIC are received, the Governing Body will determine which bid, if any, will be accepted, and its determination is final.

Ratings

The City's general obligation notes are rated "MIG 1" by Moody's and "SP-1+" by S&P. The City has applied to the same rating agencies that currently rate the City's general obligation notes for ratings on the Notes. Additional information regarding such application and ratings are further described in the Preliminary Official Statement, as hereinafter described. Any explanations of the significance of such ratings (as well as any positive or negative outlooks thereon or potential changes to any rating in the near future) should be obtained from Moody's and S&P.

Bond Insurance

The City has **not** applied for any policy of municipal bond insurance with respect to the Notes, and will not pay the premium in connection with any policy of municipal bond insurance desired by any Successful Bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with any series of Notes, such indication and the name of the desired insurer must be set forth on the bidder's bid form and the bid must be accompanied by a commitment from the selected insurer and shall specify all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest NIC to the City.

CUSIP Numbers

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Notes, and such numbers shall be printed on the Notes; however, neither the failure to assign any such number to or print any such number on any Note, nor any error with respect thereto, shall constitute cause for the failure or refusal by the Successful Bidder to accept delivery of and to make payment for the Notes in accordance with the terms of this Notice and of its bid. All expenses in relation to the printing of the CUSIP numbers and the expenses of the CUSIP Service Bureau for the assignment thereof shall be the responsibility of and shall be paid for by the City.

Delivery and Payment

The City will pay for printing the Notes and will deliver each series of the Notes properly prepared, executed and registered without cost on or about **OCTOBER 15, 2014** (the "Closing Date"), at DTC for the account of the Successful Bidder. Each Successful Bidder will be furnished with a certified transcript of the proceedings in CD-ROM format evidencing the authorization and issuance of such series of Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Notes shall be received by 12:00 noon, Central Daylight Time, on the Closing Date, in Federal Reserve funds immediately available for use by the City. The City will deliver one Note for each series of Notes registered in the nominee name of DTC.

Reoffering Prices

The Successful Bidder for each series of Notes will be required to complete, execute and deliver to the City prior to the delivery of the Notes, a written certification (the "Issue Price Certificate") containing the following: (a) the initial offering price and interest rate for each series of the Notes; (b) that all of the Notes of each series were offered to the public in a bona fide public offering at the initial offering prices on the Sale Date; and (c) on the Sale Date the Successful Bidder reasonably expected that at least 10% of each maturity of a series of the Notes would be sold to the "public" at prices not higher than the initial offering prices. For purposes of the preceding sentence "public" means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale the public. ***Such initial offering prices to the public must also be included in the Official Bid Form submitted for each series of the Notes.***

At the request of the City, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder's Issue Price Certificate. This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service (the "IRS") with respect to the Series 268 Notes and Series 270 Notes, or the Securities and Exchange Commission (the "SEC") or (b) the information is required to be retained by the City pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement

On August 19, 2014, the Governing Body authorized and directed the preparation of a Preliminary Official Statement "deemed final" by the City except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12, copies of which may be obtained by contacting the Department of Finance at the address set forth on the last page of this Notice or by visiting www.onlinemuni.com. Authorization is hereby given to redistribute this Notice and the Preliminary Official Statement, but this entire Notice and the entire Preliminary Official Statement, and not portions thereof, must be redistributed. Upon the sale of the Notes, the City will prepare the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board (collectively the "Rules"). The City's acceptance, including electronic acceptance through PARITY®, of the Successful Bidder's proposal for the purchase of each series of the Notes in accordance with this Notice shall constitute a contract between the City and the Successful Bidder for purposes of the Rules. The City designates the senior managing underwriter of any syndicate of the Successful Bidder as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder submitting a bid for the purchase of the Notes agrees thereby that if such bid is accepted: (a) it shall accept such designation, and (b) it shall enter into a contractual relationship with all participating underwriters of the Notes for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure

The Securities and Exchange Commission (the "SEC") has promulgated amendments to its Rule 15c2-12 (the "Rule") requiring continuous secondary market disclosure for certain issues. In the separate resolutions authorizing each series of Notes, the City has covenanted to enter into an undertaking (the "Undertaking") for the benefit of the holders of the Notes to send to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access facility, or other applicable entity as required or permitted under the Rule, certain financial information and operating data annually and to provide notice to the MSRB of certain events, pursuant to the requirements of the Rule. For further information regarding the Undertaking, reference is made to the caption "CONTINUING DISCLOSURE" in the Preliminary Official Statement.

Assessed Valuation and Indebtedness

Information regarding the assessed valuation of the taxable tangible property within the City and the amount of indebtedness of the City as of the date of delivery of the Notes is set forth in the Preliminary Official Statement.

Legal Opinion

Each series of Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the City, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes, if applicable, and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Notes.

Additional Information

Additional information regarding the Notes, the delivery of the Deposit and notification regarding the same may be obtained from the Department of Finance, 12th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679, or by contacting:

Ms. Shawn Henning	Ms. Cheryl Busada
Director of Finance	Debt Coordinator
Phone: (316) 268-4300	Phone: (316) 268-4143
Fax: (316) 858-7520	Fax: (316) 858-7520
Email: shenning@wichita.gov	cbusada@wichita.gov.

BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON AUGUST 19, 2014.

By: /s/ Carl Brewer, Mayor
Carl Brewer, Mayor

(Seal)

ATTEST:

By: /s/ Karen Sublett, City Clerk
Karen Sublett, City Clerk

Gilmore & Bell, P.C.
08/13/2014

RESOLUTION NO. 14-235

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), has heretofore authorized the acquisition, construction and equipping of various public improvements (the "Improvements") to be paid from the proceeds of general obligation bonds to be issued by the City pursuant to the laws of the State of Kansas and certain Charter Ordinances of the City; and

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

WHEREAS, the City has heretofore issued and has outstanding temporary notes, the proceeds of which were applied to temporarily finance a portion of the costs of the Improvements and other public improvements (collectively the "Existing Notes"); and

WHEREAS, certain of the Improvements are completed and will be permanent financed from proceeds of general obligation bonds of the City and it is necessary to provide for redemption of that portion of the Existing Notes; and

WHEREAS, permanent financing for a portion of the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the City to provide cash funds to meet its obligations on the Existing Notes by the issuance of additional temporary notes of the City; and

WHEREAS, the City desires to authorize the Director of Finance and other City staff, the Law Department and Gilmore & Bell, P.C., as bond counsel ("Bond Counsel") to proceed with the offering for sale of said temporary notes and related activities, including the preparation and distribution of a preliminary official statement and notice of note sale.

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

Section 1. The Director of Finance is hereby authorized to offer at competitive public sale the following general obligation temporary notes (collectively, the "Notes") of the City:

Description	Series
General Obligation Temporary Notes	268
General Obligation Temporary Notes (Subject to AMT)	270
Taxable General Obligation Temporary Notes	253

as more fully described in the Notice of Note Sale, which is hereby approved in substantially the form presented to the Governing Body this date.

Section 2. The Preliminary Official Statement relating to the Notes, is hereby approved in substantially the form presented to the Governing Body this date, with such changes or additions as the Mayor or Director of Finance shall deem necessary and appropriate, and such officials and other representatives of the City are hereby authorized to use such document in connection with the public sale of the Notes.

Section 3. The Director of Finance, in conjunction with Bond Counsel, is hereby authorized and directed to give notice of said sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in said Notice of Note Sale, and shall be delivered to the Governing Body at its meeting to be held on the date of such sale, at which meeting the Governing Body shall review such bids and shall award the sale of the Notes or reject certain or all proposals.

Section 4. For the purpose of enabling the purchasers of the Notes (collectively, the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the Director of Finance or other appropriate officers of the City are hereby authorized to approve the form of said Preliminary Official Statement. The Mayor and Director of Finance or other appropriate officers of the City are hereby authorized to: (a) execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as ***Exhibit A*** as approval of the Preliminary Official Statement, such officials' signature thereon being conclusive evidence of such officials' and the City's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule. The City agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, Director of Finance, Clerk, the City Attorney and the other officers and representatives of the City and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes, including providing for redemption of a portion of the Existing Notes.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim Director of
Law and City Attorney

Gilmore & Bell, P.C.
08/13/2014

EXHIBIT A

CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL

_____, 2014

To:

Re: City of Wichita, Kansas: General Obligation Temporary Notes, Series 268; General Obligation Temporary Notes (Subject to AMT), Series 270 and Taxable General Obligation Temporary Notes, Series 253 (collectively, the "Notes")

The undersigned are the duly authorized and acting Mayor and Director of Finance of the City of Wichita, Kansas (the "City"), and are authorized to deliver this Certificate to the addressees (collectively, the "Purchaser") on behalf of the City. The City has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Notes.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Notes depending on such matters.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

By: _____
Shawn Henning, Director of Finance

Gilmore & Bell, P.C.
08/13/2014

CITY OF WICHITA, KANSAS

OFFICIAL NOTICE OF BOND SALE

Principal Amount*	***Description***	***Series***	***Reference***
$156,445,000	General Obligation Bonds	811	"Series 811 Bonds"
8,090,000	Taxable General Obligation Bonds	813	"Series 813 Bonds"
11,385,000	General Obligation Bonds	814	"Series 814 Bonds"
7,145,000	General Obligation Tax Increment Financing Bonds	962	"Series 962 Bonds"

*Subject to change

(GENERAL OBLIGATION BONDS PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. ***Separate*** electronic bids for the purchase of each series of the above-referenced bonds (collectively, the "Bonds") of the City of Wichita, Kansas (the "City") herein described will be received by the Director of Finance of the City via ***PARITY***® until 10:00 a.m., Central Daylight Time (the "Submittal Hour"), on

TUESDAY, SEPTEMBER 16, 2014

(the "Sale Date"). All bids will be publicly evaluated at said time and place and the award of each series of the Bonds to the successful bidders (collectively, the "Successful Bidder") will be acted upon by the City Council (the "Governing Body") of the City as soon thereafter as may be practical at its meeting to be held on the Sale Date in the Council Chamber at City Hall. No oral, auction, facsimile or other written bids will be considered and no bid for less than the entire principal amount of the Bonds will be considered. Other capitalized terms not otherwise defined in this Notice of Bond Sale (the "Notice") shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Bonds.

Each series of Bonds shall be sold separately, and bidders may bid on any series of Bonds.

Terms of the Bonds

General. The Bonds will consist of fully registered bonds in the denomination of $5,000 or any integral multiple thereof (the "Authorized Denomination"). The Bonds will be dated October 15, 2014 (the "Dated Date") and will become due as hereinafter set forth. The Bonds will bear interest from the Dated Date at rates to be determined when each series of the Bonds are sold as hereinafter provided, payable semiannually on June 1 and December 1, beginning on June 1, 2015 (collectively, the "Interest Payment Dates").

Series 811 Bonds. The Series 811 Bonds will become due in principal installments as follows:

Payment Date (June 1)	**Principal Amount***	**Payment Date (June 1)**	**Principal Amount***
2015	$6,065,000	2025	$ 7,415,000
2016	6,250,000	2026	7,645,000
2017	6,440,000	2027	7,875,000
2018	6,630,000	2028	8,120,000

2019	6,830,000	2029	8,365,000
2020	7,035,000	2030	8,625,000
2021	7,245,000	2031	8,885,000
2022	7,465,000	2032	9,160,000
2023	7,690,000	2033	9,445,000
2024	7,915,000	2034	11,345,000

Series 813 Bonds. The Series 813 Bonds will become due in principal installments as follows:

Payment Date (June 1)	**Principal Amount***	**Payment Date (June 1)**	**Principal Amount***
2015	$375,000	2023	$640,000
2016	430,000	2024	675,000
2017	460,000	2025	575,000
2018	485,000	2026	605,000
2019	515,000	2027	635,000
2020	545,000	2028	315,000
2021	570,000	2029	340,000
2022	605,000	2030	320,000

Series 814 Bonds. The Series 814 Bonds will become due in principal installments as follows:

Payment Date (June 1)	**Principal Amount***	**Payment Date (June 1)**	**Principal Amount***
2015	$555,000	2025	$725,000
2016	575,000	2026	745,000
2017	590,000	2027	760,000
2018	605,000	2028	785,000
2019	620,000	2029	805,000
2020	635,000	2030	240,000
2021	650,000	2031	250,000
2022	665,000	2032	255,000
2023	685,000	2033	265,000
2024	705,000	2034	270,000

Series 962 Bonds. The Series 962 Bonds will become due in principal installments as follows:

Payment Date (June 1)	**Principal Amount***	**Payment Date (June 1)**	**Principal Amount***
2015	$640,000	2020	$720,000
2016	655,000	2021	740,000
2017	670,000	2022	760,000
2018	685,000	2023	775,000
2019	705,000	2024	795,000

****Principal Amount Subject to Change***. The City reserves the right to adjust the total principal amount of any series of the Bonds and the principal amount of any maturity, depending on the purchase price bid by the Successful Bidder and amounts necessary to finance the public improvements to be financed thereby. If there is an adjustment in the final aggregate principal amount of any series of the Bonds or the principal amount of any maturity as described above, the City will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., Central Daylight Time, on the Sale Date. Adjustments, if required, will be made proportionately to each principal maturity as permitted by the Authorized Denominations. The actual purchase price for each series of the Bonds shall be calculated by applying the percentage of par value bid

by the Successful Bidder against the final aggregate principal amount of the Bonds, as adjusted. At the request of the City, the Successful Bidder agrees to execute a revised bid form or repayment schedule reflecting the adjusted principal amounts and purchase price. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of each series of the Bonds or the schedule of principal payments as described herein.

Place of Payment and Registration

Payment. The principal of and interest on the Bonds will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The principal of each Bond will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the "Register") of the Bond Registrar (the "Registered Owner") upon presentation and surrender at the principal office of the Paying Agent. Interest on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the "Record Date"): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co., by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Registration. The Bonds will be registered pursuant to a plan of registration approved by the City and the Attorney General of the State of Kansas. The City will pay for the fees of the Bond Registrar for registration and transfer of the Bonds and will also pay for printing a reasonable supply of registered blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, will be the responsibility of the Registered Owners.

Book-Entry-Only System

The Bonds shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Bonds. During the term of the Bonds, so long as the book-entry-only system is continued, the City will make payments of principal of, premium, if any, and interest on the Bonds to DTC or its nominee as the Registered Owner of the Bonds, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Bonds to is participants who shall be responsible for transmitting payments to beneficial owners of the Bonds in accordance with agreements between such participants and the beneficial owners. The City will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the City determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry-only form of registration with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause to be authenticated and delivered to the beneficial owners, replacement Bonds in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Bonds and DTC.

Redemption Provisions

General. Whenever the City is to select Bonds for the purpose of redemption, it will, in the case of Bonds in denominations greater than the minimum Authorized Denomination, if less than all of the Bonds then outstanding are to be called for redemption, treat each minimum Authorized Denomination of

face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

Series 811 Bonds. At the option of the City, the Series 811 Bonds maturing in the years 2024 and thereafter will be subject to redemption and payment prior to maturity on June 1, 2023, and thereafter, as a whole or in part (selection of the amount of Series 811 Bonds to be redeemed to be determined by the City in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Series 813 Bonds. At the option of the City, the Series 813 Bonds maturing in the years 2024 and thereafter will be subject to redemption and payment prior to maturity on June 1, 2023, and thereafter, as a whole or in part (selection of the amount of Series 813 Bonds to be redeemed to be determined by the City in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Series 814 Bonds. At the option of the City, the Series 814 Bonds maturing in the years 2024 and thereafter will be subject to redemption and payment prior to maturity on June 1, 2023, and thereafter, as a whole or in part (selection of the amount of Series 814 Bonds to be redeemed to be determined by the City in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Series 962 Bonds. At the option of the City, the Series 962 Bonds maturing in the years 2023 and thereafter will be subject to redemption and payment prior to maturity on June 1, 2022, and thereafter, as a whole or in part (selection of the amount of Series 962 Bonds to be redeemed to be determined by the City in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Mandatory Redemption. A bidder may elect to have all or a portion of any series of the Bonds scheduled to mature in consecutive years issued as term bonds (the "Term Bonds") and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; (b) callable and noncallable serial maturities of the Bonds may not be combined in the same Term Bond maturity; and (c) a bidder shall make such an election by completing the applicable information on PARITY®.

Notice and Effect of Call for Redemption. Unless waived by any owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to the maturity thereof, the City shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Successful Bidder. In addition, the City shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Bonds. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Bonds to be redeemed, the place of surrender of Bonds so called for redemption and a statement of the effect of the redemption. The City shall also give such additional notice as may be required by Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security

General. The Bonds are being issued pursuant to the Constitution and statutes of the State of Kansas, as amended by Charter Ordinances of the City.

Series 811 Bonds. The Series 811 Bonds are being issued to provide permanent financing for various internal improvements and retire previously issued temporary notes of the City that financed such improvements.

Series 813 Bonds. The Series 813 Bonds are being issued to provide permanent financing for certain facade improvement projects and public building projects and to refund and retire previously issued temporary notes of the City that financed such improvements.

Series 814 Bonds. The Series 814 Bonds are being issued to provide permanent financing for various internal improvements which costs have been specially assessed to certain properties benefitted by such improvements and retire previously issued temporary notes of the City that financed such improvements.

Series 962 Bonds. The Series 962 Bonds are being issued to provide permanent financing for certain tax increment financing projects and to refund and retire previously issued temporary notes of the City that financed such improvements.

Security. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal and interest on the Bonds as the same become due. The Series 813 and 814 Bonds are payable in part from special assessments levied upon the property benefited by the construction of certain internal improvements, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The Series 962 Bonds are payable as to both principal and interest from incremental property tax revenues derived in certain tax increment financing districts within the City, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City.

Submission of Bids

Separate bids shall be submitted for each series of the Bonds, which shall be sold separately. Bidders may bid on any or all series of the Bonds. All bids shall be submitted electronically via PARITY® and must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice. If provisions of this Notice conflict with those of PARITY®, this Notice shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which shall be submitted separately. The City shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. Information about the electronic bidding services of PARITY® may be obtained from Ipreo at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids

Separate proposals will be received on each series of the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Bonds of such series of the same maturity year; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by ***THE BOND BUYER***, in New York, New York, on the Monday next preceding the day on which the Bonds are sold, plus 6% for the Series 811, 814 and 962 Bonds and plus 7% for the Series 813 Bonds; and (c) no supplemental interest payments will be considered. No bid for less than ***100%*** of the principal amount of each series of Bonds and accrued interest thereon to the date of delivery will be considered. ***The initial price to the public for each maturity of each issue must be 98.0% or greater.*** Each bid shall specify: (a) the total interest cost (expressed in dollars) during the term of the Bonds on the basis of such bid; (b) the purchase price offered

by the bidder; (c) the net interest cost (expressed in dollars) on the basis of such bid; and (d) an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the bid form; the City will be entitled to rely on such certifications. Each bidder agrees that, if it is awarded any series of the Bonds, it will provide the certification as to initial offering prices described under the caption "Certification as to Offering Price" in this Notice.

Good Faith Deposit

General. Each bid shall be accompanied by a good faith deposit (the Deposit") in an amount equal to ***2% of the principal amount of each series of the Bonds*** as stated on the initial page of this Notice, payable to the order of the City to secure the City from any loss resulting from the failure of the Successful Bidder to comply with the terms of its bid. **Separate Deposits must be submitted for each series of Bonds**. Each Deposit, ***which must be received by the City prior to 9:30 a.m. Central Daylight Time on the Sale Date***, must be in the form of: (a) a certified or cashier's check drawn on a bank located in the United States of America, payable to the order of the City; (b) a Financial Surety Bond (as described below) payable to the order of the City; or (c) a wire of Federal Reserve funds (as described below), immediately available for use by the City. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the City until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price, at the option of the City. If a bid is accepted, but the City fails to deliver the Bonds to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the Successful Bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the City as and for liquidated damages. No interest on any Deposit shall be paid by the City.

Deposit Submission Details.

(a) *Certified or Cashier's Check.* Certified or cashier's checks must be delivered to the Debt Coordinator at the address set forth on the last page of this Notice.

(b) *Financial Surety Bond.* Any financial surety bond (the "Surety Bond") must be issued by an insurance or surety company rated "AA" by Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., or "Aa" by Moody's Investors Service and licensed to issue such a Surety Bond in the State of Kansas, and shall identify each bidder whose Deposit is guaranteed by such Surety Bond. Notice of the issuance of such Surety Bond shall be given by the issuer thereof via email transmission to the Director of Finance at the address set forth on the last page of this Notice. If the sale a series of the Bonds is awarded to a bidder utilizing a Surety Bond, the Successful Bidder is required to submit to the City a cashier's or certified check or wire transfer of immediately available federal funds to such financial institution requested by the City, not later than 2:00 p.m., Central Daylight Time on the next business day following the Sale Date. If such funds are not received by such time, the Surety Bond may be drawn on by the City to satisfy the Deposit requirement.

(c) *Wire Transfer*. Any wire transfer shall be submitted to a financial institution designated by the City, and wire transfer instructions may be obtained from the Debt Coordinator at the address set forth on the last page of this Notice. ***Each wire transfer Deposit must reference "City of Wichita, Kansas, Good Faith Deposit, Series 811, Series 813, Series 814 or Series 962."*** Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Director of Finance or Debt Coordinator at the email address set forth on the last page of this Notice, including the following information: (i) notification that a wire transfer has been made; (ii) the amount of the wire transfer; (iii) the wire transfer federal reference number; (iv) the name of the bidder for which the wire transfer is to be credited as a

Deposit, (v) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary's name on the wire instructions; and (vi) return wire transfer instructions in the event such bid is unsuccessful.

Deposit Return Details. Good Faith checks submitted by unsuccessful bidders will be returned promptly via United States first class mail; wire transfer Deposits submitted by unsuccessful bidders will not be accepted or shall be returned in the same manner received not later than the next business day following the Sale Date, and the City reserves the right to withhold reasonable charges for any fees or expenses incurred in returning a wire transfer Deposit.

Basis of Award

General. Each series of the Bonds shall be sold separately. The City reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any disputes arising hereunder shall be governed by the laws of the State of Kansas, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute. Any bid received after the Submittal Hour on the Sale Date will be rejected or returned to the bidder.

Award. The award of a series of Bonds will be made on the basis of the lowest true interest cost ("TIC"), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Bonds, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Bonds on the bid form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the City or the bidder. The City will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the Governing Body will determine which bid, if any, will be accepted, and its determination is final.

Ratings

The City's outstanding general obligation bonds are rated "Aa1" by Moody's Investors Service, Inc. ("Moody's") and "AA+" by Standard & Poor's, a division of McGraw Hill Financial Inc ("S&P"). The City has applied to the same rating agencies that currently rate the Bonds for ratings on the Bonds. Additional information regarding such application and ratings are further described in the Preliminary Official Statement, as hereinafter described. Any explanations of the significance of such ratings (as well as any positive or negative outlooks thereon or potential changes to any rating in the near future) should be obtained from Moody's and S&P.

Bond Insurance

The City has **not** applied for any policy of municipal bond insurance with respect to the Bonds, and will not pay the premium in connection with any policy of municipal bond insurance desired by any Successful Bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with any series of Bonds, such indication and the name of the desired insurer must be set forth on the bidder's bid form and the bid must be accompanied by a commitment from the selected insurer and shall specify all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City.

CUSIP Numbers

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Bonds, and such numbers shall be printed on the Bonds; however, neither the failure to assign any such number to or print any such number on any Bond, nor any error with respect thereto, shall constitute cause for the failure or refusal by the Successful Bidder to accept delivery of and to make payment for the Bonds in accordance with the terms of this Notice and of its bid. All expenses in relation to the printing of the CUSIP numbers and the expenses of the CUSIP Service Bureau for the assignment thereof shall be the responsibility of and shall be paid for by the City.

Delivery and Payment

The City will pay for printing the Bonds and will deliver each series of the Bonds properly prepared, executed and registered without cost on or about **OCTOBER 15, 2014** (the "Closing Date"), at DTC for the account of the Successful Bidder. Each Successful Bidder will be furnished with a certified transcript of the proceedings in CD-ROM format evidencing the authorization and issuance of such series of Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be received by 12:00 noon, Central Daylight Time, on the Closing Date, in Federal Reserve funds immediately available for use by the City. The City will deliver a single Bond for each maturity of each series of Bonds registered in the nominee name of DTC.

Reoffering Prices

The Successful Bidder for each series of Bonds will be required to complete, execute and deliver to the City prior to the delivery of the Bonds, a written certification (the "Issue Price Certificate") containing the following: (a) the initial offering price and interest rate for each maturity of the Bonds; (b) that all of the Bonds were offered to the public in a bona fide public offering at the initial offering prices on the Sale Date; and (c) on the Sale Date the Successful Bidder reasonably expected that at least 10% of each maturity of the Bonds would be sold to the "public" at prices not higher than the initial offering prices. For purposes of the preceding sentence "public" means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale the public. ***Such initial offering prices to the public must also be included in the Official Bid Form submitted for each series of the Bonds.***

At the request of the City, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder's Issue Price Certificate. This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service (the "IRS") or the Securities and Exchange Commission (the "SEC") or (b) the information is required to be retained by the City pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement

On August 19, 2014, the Governing Body authorized and directed the preparation of a Preliminary Official Statement "deemed final" by the City except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12, copies of which may be obtained by contacting the Department of Finance at the address set forth on the last page of this Notice or by visiting www.onlinemuni.com. Authorization is hereby given to redistribute this Notice and the Preliminary

Official Statement, but this entire Notice and the entire Preliminary Official Statement, and not portions thereof, must be redistributed. Upon the sale of the Bonds, the City will prepare the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board (collectively the "Rules"). The City's acceptance, including electronic acceptance through PARITY®, of the Successful Bidder's proposal for the purchase of each series of the Bonds in accordance with this Notice shall constitute a contract between the City and the Successful Bidder for purposes of the Rules. The City designates the senior managing underwriter of any syndicate of the Successful Bidder as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder submitting a bid for the purchase of the Bonds agrees thereby that if such bid is accepted: (a) it shall accept such designation, and (b) it shall enter into a contractual relationship with all participating underwriters of the Bonds for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure

The Securities and Exchange Commission (the "SEC") has promulgated amendments to its Rule 15c2-12 (the "Rule") requiring continuous secondary market disclosure for certain issues. In the separate resolutions authorizing each series of Bonds, the City has covenanted to enter into an undertaking (the "Undertaking") for the benefit of the holders of the Bonds to send to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access facility, or other applicable entity as required or permitted under the Rule, certain financial information and operating data annually and to provide notice to the MSRB of certain events, pursuant to the requirements of the Rule. For further information regarding the Undertaking, reference is made to the caption "CONTINUING DISCLOSURE" in the Preliminary Official Statement.

Assessed Valuation and Bonded Indebtedness

Assessed Valuation. The City's equalized assessed tangible valuation for computation of bonded debt limitations for the year 2013 is $3,520,765,043.

Bonded Indebtedness. The total general obligation indebtedness of the City as of the Closing Date is $826,085,000, which includes the Bonds being sold, the City's temporary notes also dated as of the Dated Date, which will be issued on the Closing Date, less the City's previously issued temporary notes to be retired out of proceeds of the Bonds and other funds on the Closing Date.

Legal Opinion

Each series of Bonds will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the City, will be printed on the Bonds, if the Bonds are printed, and will be delivered to the Successful Bidder when the Bonds are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Bonds being excludable from gross income for federal income tax purposes and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Bonds.

Additional Information

Additional information regarding the Bonds, the delivery of the Deposit and notification regarding the same may be obtained from the Department of Finance, 12th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679, or by contacting:

Ms. Shawn Henning	Ms. Cheryl Busada
Director of Finance	Debt Coordinator
Phone: (316) 268-4300	Phone: (316) 268-4143
Fax: (316) 858-7520	Fax: (316) 858-7520
Email: shenning@wichita.gov	cbusada@wichita.gov.

BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON AUGUST 19, 2014.

By: /s/ Carl Brewer, Mayor
Carl Brewer, Mayor

(Seal)

ATTEST:

By: /s/ Karen Sublett, City Clerk
Karen Sublett, City Clerk

Gilmore & Bell, P.C.
08/13/2014

RESOLUTION NO. 14-237

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), has heretofore authorized the acquisition, construction and equipping of various public improvements (the "Improvements") to be paid from the proceeds of general obligation bonds to be issued by the City pursuant to the laws of the State of Kansas and certain Charter Ordinances of the City; and

WHEREAS, the City has heretofore issued and has outstanding temporary notes, the proceeds of which were applied to temporarily finance a portion of the costs of the Improvements (collectively the "Notes"); and

WHEREAS, the City proposes to issue its general obligation bonds to permanently finance all or a portion of the costs of the Improvements and to retire the Notes; and

WHEREAS, the City desires to authorize the Director of Finance and other City staff, the Law Department and Gilmore & Bell, P.C., as bond counsel ("Bond Counsel") to proceed with the offering for sale of said general obligation bonds and related activities, including the preparation and distribution of a preliminary official statement and notice of bond sale.

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

Section 1. The Director of Finance is hereby authorized to offer at competitive public sale the following general obligation bonds (collectively, the "Bonds") of the City:

Description	Series
General Obligation Bonds	811
Taxable General Obligation Bonds	813
General Obligation Bonds	814
General Obligation Tax Increment Financing Bonds	962

as more fully described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the Governing Body this date.

Section 2. The Preliminary Official Statement relating to the Bonds, is hereby approved in substantially the form presented to the Governing Body this date, with such changes or additions as the Mayor or Director of Finance shall deem necessary and appropriate, and such officials and other representatives of the City are hereby authorized to use such document in connection with the public sale of the Bonds.

Section 3. The Director of Finance, in conjunction with Bond Counsel, is hereby authorized and directed to give notice of said sale by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall

be submitted upon the terms and conditions set forth in said Notice of Bond Sale, and shall be delivered to the Governing Body at its meeting to be held on the date of such sale, at which meeting the Governing Body shall review such bids and shall award the sale of the Bonds or reject certain or all proposals.

Section 4. For the purpose of enabling the purchasers of the Bonds (collectively, the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the Director of Finance or other appropriate officers of the City are hereby authorized to approve the form of said Preliminary Official Statement. The Mayor and Director of Finance or other appropriate officers of the City are hereby authorized to: (a) execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as ***Exhibit A*** as approval of the Preliminary Official Statement, such officials' signature thereon being conclusive evidence of such officials' and the City's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule. The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, Director of Finance, Clerk, the City Attorney and the other officers and representatives of the City and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds, including selecting certain other qualified professional firms necessary to complete the issuance of the Bonds, including providing for redemption of a portion of the Notes.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the City Council of the City of Wichita, Kansas, on August 19, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim Director of
Law and City Attorney

JLN\600811.133\GOB SALEDOCS

(Signature page to Sale Resolution)

Gilmore & Bell, P.C.
08/13/2014

EXHIBIT A

CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL

_____, 2014

To:

Re: City of Wichita, Kansas: General Obligation Bonds, Series 811; Taxable General Obligation Bonds, Series 813, General Obligation Bonds, Series 814 and General Obligation Tax Increment Financing Bonds, Series 962 (collectively, the "Bonds")

The undersigned are the duly authorized and acting Mayor and Director of Finance of the City of Wichita, Kansas (the "City"), and are authorized to deliver this Certificate to the addressees (collectively, the "Purchaser") on behalf of the City. The City has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

By: _____
Shawn Henning, Director of Finance

Second Reading Ordinances for August 19, 2014 (first read on August 12, 2014)

A. <u>Sidewalk Repair Assement Program.</u>

ORDINANCE NO. 49-811

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF SIDEWALKS IN THE CITY OF WICHITA, KANSAS.

B. <u>ZON2014-00009 City Zone Change from lC Limited Commercial to OW Office Warehouse with a Protective Overlay on Property Generally Located South of Kellogg Drive on the West Side of Hydraulic Avenue.</u>

ORDINANCE NO. 49-812

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

C. <u>ZON2014-00011 City Zone Change from SF-5 Single-Family residential to TF-3 Two Family Residential on Property Generally Located South of Central Avenue, East of West Street, on the Southeast corner of St. Louis and McComas Streets.</u>

ORDINANCE NO. 49-813

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.

City of Wichita
City Council Meeting
August 19, 2014

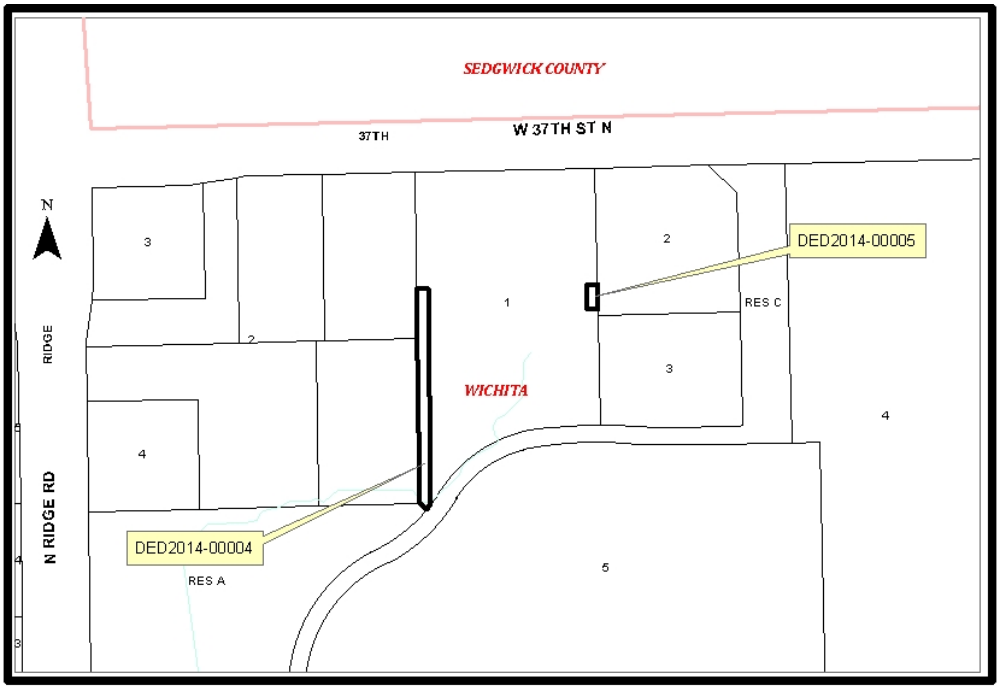
TO: Mayor and City Council

SUBJECT: DED2014-00004 Dedication of Drainage Easement and DED2014-00005 Dedication of Utility Easement located on the South Side of 37th Street North, East of Ridge Road (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedications.



Background: The Dedications are associated with Lot Split Case No. LSP2014-00015 (Ridge Port North 6th Addition) and were requested by the City of Wichita's Stormwater Engineer and Department of Public Works. The lot split has created two lots from one platted lot.

Analysis: The Dedication DED2014-00004 is for a 20-foot drainage easement located along the west property line. The Dedication DED2014-00005 is for a 20-foot utility easement along the east property line.

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

Legal Considerations: The Law Department has approved the Dedications as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedications.

Attachment: Dedication of Drainage Easement.
Dedication of Utility Easement.

COPY

DRAINAGE EASEMENT

This EASEMENT made this 23rd day of July, 2014, by and between Via Christi Property Services, Inc., a Kansas Corporation, party of the first part, and the City of Wichita, Kansas, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, repairing and accessing a drainage system over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

The west 20.00 feet of Lot 1, Block A, Ridge Port North 6th Addition, Wichita, Sedgwick County, Kansas, EXCEPT the north 210.15 feet thereof.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, repairing, and accessing said drainage system.

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

Via Christi Property Services, Inc.

By: Art Huber III

Art Huber III, President

DED2014-00004
LSP2014-00015

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23 day of July, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Art Huber III as President of Via Christi Property Services, Inc., a Kansas corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

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

DEBORAH M. JACKSON
Notary Public, State of Kansas
My Appointment Expires
1-24-18

Deborah M Jackson
Notary Public

(My Appointment Expires: 1-24-18)

APPROVED AS TO FORM:

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

COPY

UTILITY EASEMENT

THIS EASEMENT made this 23 day of July, 2014, by and between Via Christi Property Services, Inc., a Kansas Corporation, party of the first part, and the City of Wichita, party of the second part.

WITNESSETH: That the said first parties, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party, for the benefit of the public, a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer, and all other public utilities, over, along, and under the following-described real estate situated in Sedgwick County, Kansas, to-wit:

The south 44.85 feet of the north 255.00 feet of the east 20.00 feet of Lot 1, Block A, Ridge Port North 6th Addition, Wichita, Sedgwick County, Kansas.

And said second party, for the benefit of the public, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer, all other public utilities.

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

Via Christi Property Services, Inc.

By: _____
Art Huber III, President

DED2014-00005
LSP2014-00015

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23 day of July, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Art Huber III as President of Via Christi Property Services, Inc., a Kansas corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

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

DEBORAH M. JACKSON
Notary Public, State of Kansas
My Appointment Expires
1-24-18

Deborah M. Jackson
Notary Public

(My Appointment Expires: 1-24-18)

APPROVED AS TO FORM:

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

City of Wichita
City Council Meeting
August 19, 2014

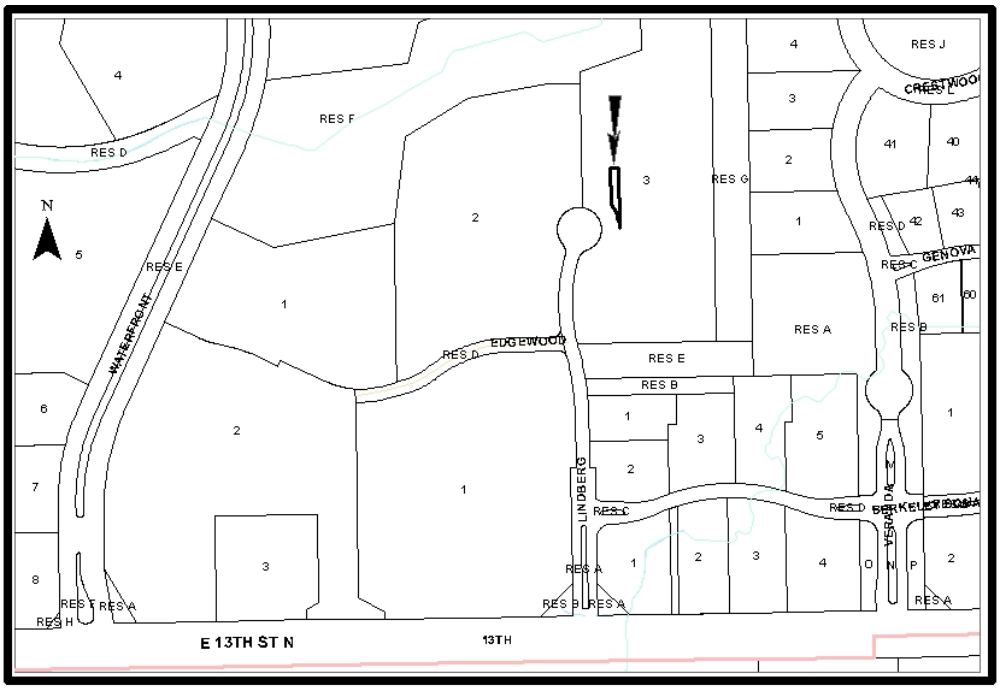
TO: Mayor and City Council

SUBJECT: DED2014-00006 – Dedication of Sewer Easement located North of 13th Street North, East of Webb Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the Dedication.



Background: The Dedication is associated with Amended Lot Split Case No. LSP2014-00013 (Waterfront 6th Addition) and was requested by the City's Public Works Department.

Analysis: The Dedication DED2014-00006 is for the purpose of constructing, maintaining and repairing sewer and other public utilities.

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

Legal Considerations: The Law Department has approved the Dedication as to form and the document will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Attachments: Dedication of Sewer Easement.

COPY

Filed to Amend Sewer Easement in Doc#/FLM-PG:29461620

THIS EASEMENT made this 23 day of July, 2014, by and between, Waterfront Holding Co LLC, owners of Tract "1" of the first part and The City of Wichita party of the second part.

WHEREAS: Tract "1" is described as: See exhibit "A"

WITNESSETH: That the said first party, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and covey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer and all other public utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

Commencing at the NE corner of Lot 3, Block 1, Waterfront Sixth Addition to the City of Wichita, Sedgwick County, Kansas; THENCE S01°00'39"E along the East line of said Lot 3, in said Addition, 405.50 feet; THENCE S89°00'49"W, 219.40 feet to a point of BEGINNING; THENCE S00°59'11"E, 141.49 feet to the East line of a 20 foot Utility Easement on said Lot 3; THENCE along the East line of said Utility Easement, 61.42 feet which is along a curve to the left having a radius of 94.50 feet and a chord that bears N20°20'35"W and a chord distance of 60.34 feet; THENCE N0°59'11"W, 84.56 feet; THENCE N89°00'49"E, 20.00 feet to the point of BEGINNING.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer and all other public utilities.

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

Stephen L. Clark, Manager for Waterfront Holding Co. LLC date

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Be it remembered that on this 23 day of July, 2014, before me, a notary public in and for said County and State, came Stephen L. Clark, Manager for Waterfront Holding Co, LLC, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof I have hereunto set my hand and affixed my notarial seal day and year above written.

Jennifer Nestelroad
Notary Public

My Commission expires:
4-14-2018

JENNIFER NESTELROAD
Notary Public - State of Kansas
My Appt. Expires 4-14-2018

Page 1 of 2

Approved as to form

DED2014-00006
LSP2014-00013

~~Gary E. Rebenstorf, Director of Law~~
Sharon Dickgrafe, Interim Director of Law

Armstrong Land Survey, P.A.

1601 E. Harry
WICHITA, KS 67211

Ph (316)263-0082
fax (316)263-0092

EXHIBIT "A"

TRACT 1:

Lot 3, Block 1, Waterfront Sixth Addition, an Addition to Wichita, Sedgwick County, Kansas, EXCEPT That part of said Lot 3 described as BEGINNING at the Northeast corner of thereof; THENCE S01°00'39"E along the East line of said Lot 3, 405.50 feet; THENCE S89°00'49"W parallel with the South line of said Lot 3, 265.00 feet; THENCE S01°00'39"E parallel with said East line, 126.68 feet to the North line of Lindberg Street; THENCE Northwesterly along said Lindberg Street, 55.62 feet to the West line of said Lot 3, THENCE N01°00'39"W along the West line of said Lot 3, 316.45 feet to the Northwest corner of said Lot 3; THENCE N69°45'25"E along the Northwesterly line of said Lot 3, 152.16 feet; THENCE N00°59'50"W along the Northwest line of said Lot 3, 96.76 feet; THENCE N77°04'54"E along the Northerly line of said Lot 3, 164.86 feet to the point of BEGINNING.

City of Wichita
City Council Meeting
August 19, 2014

TO: Mayor and City Council

SUBJECT: A14-05: Request by Willie C. and Frohna Michele Richardson to Annex Lands Generally Located One-Quarter Mile South of Pawnee on the West Side of Webb (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request and place the ordinance on first reading.

Background: The City has received a request to annex approximately 1.14 acres of land generally located one-quarter mile south of Pawnee on the west side of Webb. The annexation area is bordered by property within the City of Wichita incorporated area to the south, east, and west.

Analysis:
Land Use and Zoning: The annexation area consists of approximately 1.14 acres zoned "SF-20" Single-Family Residential and is developed with one single family residence. Upon annexation the zoning of the portion of the subject property will convert to "SF-5" Single-Family Residential. The adjacent property to the north is zoned "SF-20" Single-Family Residential and is undeveloped. The adjacent property to the south is zoned "SF-5" Single-Family Residential and is developed with a single family residence. The adjacent property to the east is zoned "SF-5" Single-Family Residential and is used for agriculture. The adjacent properties to the west are zoned "SF-5" Single-Family Residential and are developed with single family residences.

Public Services: The owner has petitioned for sanitary sewer service to be extended to serve the annexation area. Water service is available to be extended to serve the annexation area by petition from a water main located in Webb approximately 500 feet north of the annexation area.

Street System: The annexation area abuts Webb, a two-lane arterial street, and has a circle drive with two access points to Webb.

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: Towne Park, located approximately one-half mile southwest of the annexation area, is the nearest park. Towne Park is developed with a playground, an exercise trail, and a pond with a dock. The Wichita Bicycle Master Plan identifies a proposed pathway along Webb east of the subject property.

School District: The annexation property is part of Unified School District 260 (Derby 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 $108,600 with a total assessed value of $12,489. Using the current City levy ($32.509/$1000 x assessed valuation), this property would yield approximately $406 in City annual property tax revenues upon annexation.

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

Planning Agenda

Item: A14-05 Attachment No. 1

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

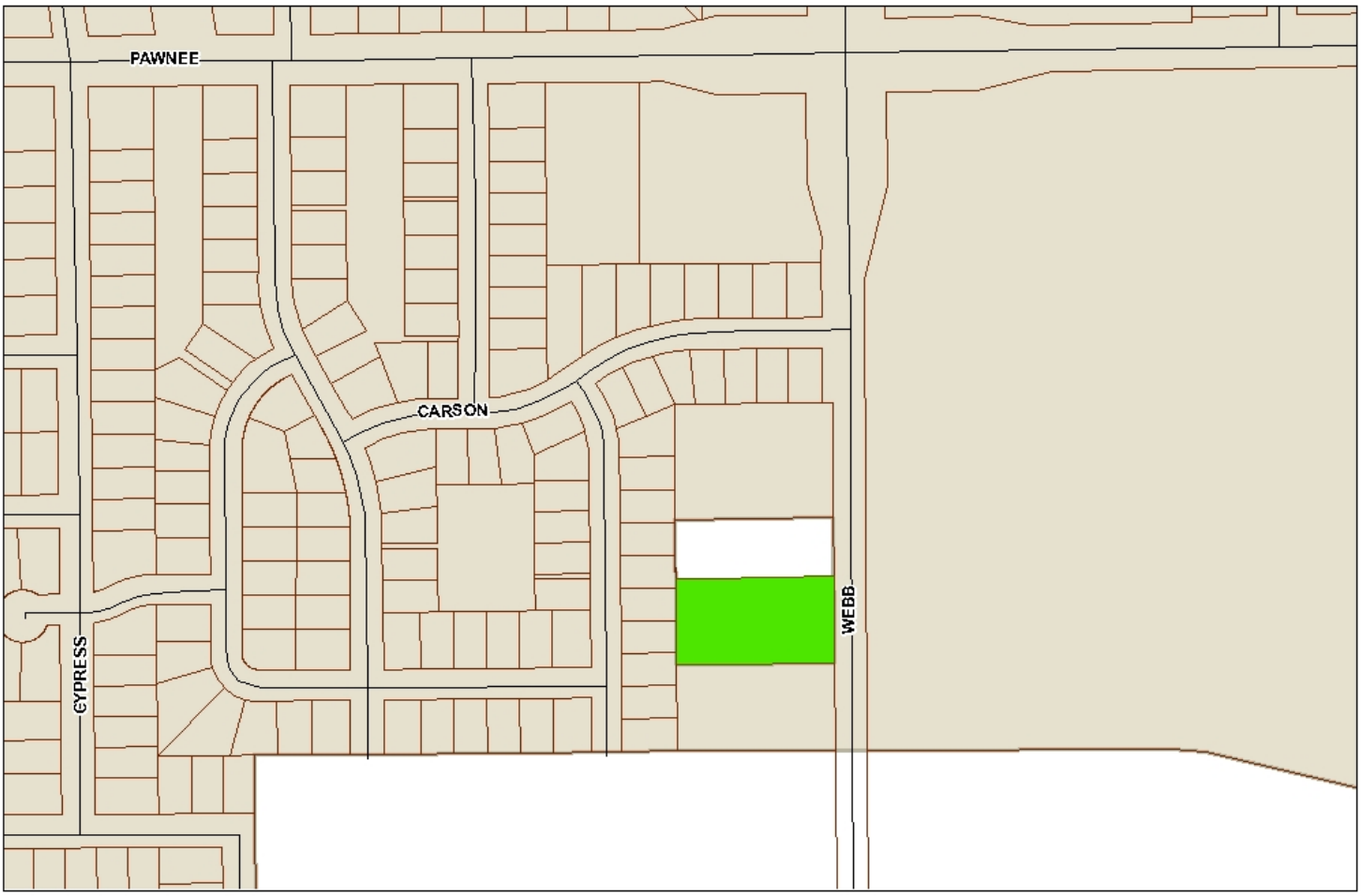
General Location: Generally located one-quarter mile south of Pawnee on the west side of Webb

Address: 2543 S. Webb

1.14	Area in Acres	X	Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:

Reason(s) for Annexation:

Existing zoning:	"SF-20" Single Family Residential



ANNEXATION AREA
WICHITA
UNINCORPORATED

N

Software: ArcGIS
Map Data Sources: City of Wichita, Sedgwick County
Prepared: 2/6/03

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.

OCA150004
PUBLISHED IN THE WICHITA EAGLE ON AUGUST 29, 2014

ORDINANCE NO. 49-817

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A14-05)

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:

> That part of the NE 1/4 of Section 5, T28S, R2E of the 6th P.M., Sedgwick County, Kansas, described as beginning at point 998.78 feet South of the Northeast corner of said NE 1/4, thence West 332 feet, thence South 165 feet, thence East 332, thence North 165 feet to the point of beginning, EXCEPT for that part designated as Webb Road right-of-way.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney 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 August 26, 2014.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

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