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REVISED:
ADDITION OF NEW BUSINESS IV-4

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. September 8, 2015

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 September 1, 2015

AWARDS AND PROCLAMATIONS

Proclamations:

Wichita Wagonmaster Downtown Chili Cook-off
Physical Therapy Appreciation Month
National Recovery Month

Award:

Wichita Workforce Youth Program Award

I. PUBLIC AGENDA

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

II. CONSENT AGENDA ITEMS 1 THROUGH 12

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing on the Establishment of the Kellogg and West Community Improvement District. (District IV)

   RECOMMENDED ACTION: Close the public hearing, place on first reading the ordinance establishing a community improvement district for the Kellogg and West Community Improvement District, and approve the development agreement.

2. Authorization of the Second Five-Year Tax Exemption, Globe Engineering Co., Inc. (District IV)

   RECOMMENDED ACTION: Approve the second five-year 57% ad valorem tax exemption for Global Engineering Company, Inc.

3. Community Events with Alcohol Consumption - Resolution, Autumn and Art at Bradley Fair. (District II)

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

4. **Change in Time for September 22, 2015 Meeting of City Council.**

   RECOMMENDED ACTION: Take appropriate action as determined by the City Council.

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Mayor Longwell to attend the League of Kansas Municipalities Governing Body Meeting in Salina, Kansas, September 10 - 11, 2015.

   RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 12)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2015	(Consumption off Premises)
Rupan Kantidev	One Stop***	802 North West Street

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

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

3. Petitions for Public Improvements:
   a. Storm Water Sewer Improvements to Serve Rockwood South 3rd Addition. (District II)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

4. Consideration of Street Closures/Uses.
   a. Community Events - Autumn and Art at Bradley Fair. (District II)
   b. Community Events - 2015 Food Trucks at the Fountains. (District I)
   c. Community Events - Adult Night Food Trucks at the Fountains. (District I)
   d. Community Events - Old Town 10K. (Districts I, IV and VI)
   e. Community Events – 2015 Wichita Wagonmasters Chili Cookoff. (District VI)

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

5. Minutes of Advisory Boards/Commissions

Board of Appeals of Refrigeration, Air Conditioning, Warm Air Heating and Boiler, May 7th, 2015
Board of Appeals of Refrigeration, Air Conditioning, Warm Air Heating and Boiler, June 4th, 2015
Board of Appeal of Plumbers and Gas Fitters, June 24, 2015
Board of Appeal of Plumbers and Gas Fitters, July 29, 2015

RECOMMENDED ACTION: Receive and file.

6. Contracts and Agreements for August 2015.

   RECOMMENDED ACTION: Receive and file.

7. Nuisance Abatement Assessments, Lot Clean Up.

   RECOMMENDED ACTION: Approve the proposed assessments and place the ordinance on first reading.

8. Westar Relocation Agreement for Central, 119th to 135th Street. (District V)

   RECOMMENDED ACTION: Approve the increased expenditure in compliance with the approved contract.

9. Second Reading Ordinances: (First Read September 1, 2015)

   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.

10. *VAC2015-00024 - Request to Vacate the Plattor's Text to Amend the Uses Allowed in Platted Reserves on Property Generally Located West of Maize Road on the North Side of 29th Street North, on the East and West Sides of North Parkdale Circle. (District V)

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

11. *VAC2015-00026 - Request to Vacate Plattor's Text to Amend the Uses Allowed in a Platted Reserve on Property Generally Located Mid-Way Between Greenwich Road and 127th Street East, South of Central Avenue, at the End of Herrington Circle. (District II)

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

12. *VAC2015-00029 - Request to Vacate a Drainage Easement Dedicated by Separate Instrument on Property Generally Located South of Harry Street, West of Hoover Road, on the West Side of Hoover Court. (District IV)

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

II. CONSENT HOUSING AGENDA ITEMS

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

Carole Trapp, 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

City of Wichita
City Council Meeting
September 8, 2015

TO: Mayor and City Council

SUBJECT: Public Hearing on the Establishment of the Kellogg and West Community Improvement District (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing, place the ordinance on first reading and approve the development agreement.

Background: On July 7, 2015, the City Council accepted a petition from Kellogg & West, L.L.C. (K&W) requesting the creation of a Community Improvement District (CID) for the redevelopment of property north of the intersection at Kellogg and West, to be called the Kellogg and West Community Improvement District. At the time, the City Council accepted the petition and adopted a resolution stating its intent to consider the establishment of the proposed CID and setting August 4, 2015 as the date for a public hearing on this matter. On August 4 and 18, 2015, the City Council adjourned the public hearing to allow additional time for negotiations. On August 18, the City Council adjourned the public hearing until September 8, 2015.

Analysis: The project will allow for better use of existing land and buildings as well as improve the intersection at Kellogg and West Street. The estimated total cost of the project is $16,600,000, a portion of which will be paid by the CID. The petition includes a traffic signal on West Street, widening of West Street, site improvements, parking, landscaping and operating costs as eligible for CID reimbursement. The maximum eligible amount for reimbursement by the CID is $8,326,250 based on 125% of the projected tax revenue. The proposed amount of Community Improvement District sales tax for the district is one percent (1%) which will be distributed on a pay-as-you-go basis for up to 22 years.

A table identifying the project revenue sources and uses eligible for CID reimbursement is provided below:

Sources		Uses (Eligible For CID Reimbursement)	
CID Revenue	$ 8,326,250	Land Acquisition	$ 3,000,000
Developer debt and equity	$ 8,273,750	Demolition and Construction	$11,125,000
		City Infrastructure	$ 350,000
		Site Improvements	$ 1,550,000
		Legal, Architecture/ Engineering and Planning	$ 575,000
	$16,600,000		**$16,600,000**

Public Purpose Statement: The public purpose of the project is to provide for the construction of infrastructure and other improvements to contribute to the revitalization, growth and economic development of the West Street and Kellogg intersection.

Development Agreement: The attached development agreement between the City and developer provides the contractual framework for the CID. K&W agrees to the following:

- Allow the City to review and approve or deny the relocation of any business within three miles of the district, for the first three years, on any property in which the developer requests reimbursement for the land acquisition.
- Demolition or rehabilitation of three identified structures and additional investment within the district within the timeframe below:

Date	Obligation
October 1, 2016	Demolish or substantially rehabilitate one building within the District
April 1, 2017	Expend a minimum of $250,000 in CID Costs excluding costs for demolition and land acquisition
October 1, 2017	Demolish or substantially rehabilitate second building within the District
October 1, 2018	Demolish or substantially rehabilitate third building within the District
Not Later than December 31, 2022	Substantial Completion of CID Improvements

The City will reimburse the developer with CID funds for eligible costs as expenditures are approved and if sufficient funds are available.

Upon adoption of the ordinance, the City will have created the improvement district and authorized the imposition of a one percent (1%) sales tax to pay for eligible costs as identified in the development agreement. The one percent (1%) CID sales tax will start to be collected January 1, 2016, following the delivery of a certified copy of the ordinance to the Kansas Department of Revenue.

Financial Considerations: The developer has requested pay-as-you-go financing; therefore the City will not issue debt for this project. Proceeds will be held by the City and disbursed pursuant to the development agreement. The City will withhold five percent (5%) of the CID revenues distributed by the State, up to $438,224, as an administrative service fee and disburse the balance of the CID proceeds to the developer until the maximum amount identified in the petition ($8,326,250) has been reimbursed or the 22-year term has expired, whichever is earlier.

Legal Considerations: Copies of the resolution setting the public hearing were mailed to all owners and occupants of property in the district and published twice in the City's official newspaper according to state law. The ordinance and development agreement have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council close the public hearing, place on first reading the ordinance establishing a community improvement district for the Kellogg and West Community Improvement District, and approve the development agreement.

Attachments: Ordinance and development agreement

Gilmore & Bell, P.C.
09/02/2015

(PUBLISHED IN THE WICHITA EAGLE ON SEPTEMBER 18, 2015)

ORDINANCE NO. 50-079

AN ORDINANCE OF THE CITY OF WICHITA ESTABLISHING THE KELLOGG AND WEST COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 1.00% CID SALES TAX AND PROVIDING FOR THE METHOD OF FINANCING THE SAME; AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT RELATING THERETO.

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

WHEREAS, the provisions of K.S.A. 12-6a26 *et seq*., as amended, (the "CID Act") set forth the procedure for the establishment of a community improvement district ("CID"); and

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City proposing the creation of a community improvement district pursuant to the Act (the "Kellogg and West CID"), the completion of a project relating thereto as more particularly described on ***Exhibit A*** attached hereto (the "CID Project") and the imposition of a CID Sales Tax in the amount of 1% (the "CID Sales Tax") in order to pay the costs of the CID Project; and

WHEREAS, the Petition was signed by the owners of all of the land area within the proposed Kellogg and West CID; and

WHEREAS, the CID Act provides that prior to creating any CID, the Governing Body shall, by resolution, direct and order a public hearing on the advisability of creation of such CID and the construction and expenditure of costs of community improvement district projects relating thereto, and give notice of the hearing by publication once each week for two consecutive weeks in the official City newspaper, the second publication to be at least seven days prior to the hearing, and by the mailing of notice to the owners of property within the proposed CID; and

WHEREAS, the City Council of the City (the "Governing Body") adopted Resolution No. R-15-188 (the "Resolution") on July 7, 2015, directing that a public hearing on the proposed Kellogg and West CID be held August 4, 2015, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS; the Resolution was published once each week for two consecutive weeks in the newspaper and notice of the hearing was given to all property owners within the proposed CID as required by the CID Act; and

WHEREAS, the CID Act further authorizes the City, in order to pay the costs of such projects, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a CID in any increment of .10% or .25% not to exceed

2.0% and to reimburse the costs of community improvement district projects from community improvement district sales tax; and

WHEREAS, on August 4, 2015, the Governing Body of the City conducted a public hearing on the proposed "Kellogg and West CID", the proposed community improvement district projects related thereto, the method of financing the same and the imposition of a community improvement district sales tax; and

WHEREAS , the Governing Body has continued the public hearing on one or more occasions until September 8, 2015, when such public hearing was concluded; and

WHEREAS, the Governing Body of the City hereby finds and determines it to be advisable to create the Kellogg and West CID and set forth the boundaries thereof, authorize the CID Project relating thereto, approve the maximum costs of such community improvement district projects, approve the method of financing the same and impose the CID Sales Tax, all in accordance with the provisions of the CID Act; and

WHEREAS, the City has negotiated a Development Agreement, dated as of September 18, 2015, between the City and Kellogg and West, LLC and East Side Investment, LLC (collectively, the "Developer') related to the CID Project (the "Development Agreement"); and

WHEREAS, the Governing Body desires to approve the Development.

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

Section 1. **Creation of the Kellogg and West CID District**. The Governing Body hereby finds and determines that the Petition is sufficient and that all notices required to be given under the CID Act were given in accordance with the CID Act. The Governing Body hereby finds and determines it is advisable to create the Kellogg and West CID within the City and approve the boundaries thereof, and, as such, hereby creates Kellogg and West CID and approves the boundaries thereof. A legal description of the property within the Kellogg and West CID is set forth in **Exhibit B** attached hereto and incorporated by reference. A map generally outlining the boundaries of the Kellogg and West CID is attached hereto as **Exhibit C** and incorporated herein by reference.

Section 2. **Authorization of CID Project.** The Governing Body hereby finds and determines that it is advisable to authorize the CID Project described on the attached **Exhibit A**, incorporated herein by reference, (the "CID Project") within the Kellogg and West CID and as such authorizes the CID Project. Land acquisition and capital costs incurred earlier than one year prior to City Council action initiating the establishment of the Kellogg and West CID are not eligible expenses per the City of Wichita CID Policy and Development Agreement adopted in relation to the CID Project.

Section 3. Maximum Cost. The estimated cost of the projects to be completed within the Kellogg and West CID is $16,600,000. The maximum cost of the CID Project to be funded by the Kellogg and West CID, exclusive of administrative fees and costs to be paid to the State of Kansas is $8,326,250.

Section 4. Method of Financing. The CID Project will be financed on a pay-as-you-go basis from revenues received from the imposition the CID Sales Tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers' sales tax act within the Kellogg and West CID. There will be no special assessments levied

pursuant to the CID Act within the boundaries of the Kellogg and West CID. There will be no bonds issued pursuant to the CID Act.

Section 5. **Imposition of the Community Improvement District Sales Tax.** In order to provide for the payment of costs of the CID Project on a pay-as-you-go basis, the Governing Body hereby imposes the CID Sales Tax within the Kellogg and West CID in an amount of one percent (1%) on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the Kansas retailers' sales tax act within the Kellogg and West CID, with such CID Sales Tax to commence on January 1, 2016. Such notice shall include submittal by the City of a certified copy of the ordinance to the KDOR following publication of the ordinance. Such CID Sales Tax shall remain in effect for the maximum period provided for in the CID Act, or such period as may be required for payment from CID Sales Tax revenues of the maximum amount of costs approved for CID Project in ***Section 3***, above, whichever is the lesser period.

Section 6. Collection of the Sales Tax. The collection of the CID Sales Tax shall be made in the manner presented in the CID Act

Section 7. **Segregation of the Sales Tax Revenues.** All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the Kellogg and West CID Sales Tax Revenue Fund. Such revenues shall be used to pay the costs of the CID Project on a pay-as-you-go basis and related expenses, including administrative fees and reimbursement to be paid to the State of Kansas and to the City.

Section 8. **Development Agreement**. The Development Agreement is hereby approved in substantially the form presented to the Governing Body, with such changes as may be approved by the City Attorney. The Mayor is hereby authorized to execute the Development Agreement by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

Section 9. Effective Date. This Ordinance shall take effect from and after its passage by the Governing Body, and its publication once in the official newspaper of the City.

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PASSED by the City Council of the City on September 15, 2015 and **SIGNED** by the Mayor.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law and
City Attorney

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on September 15, 2015; that the record of the final vote on its passage is found on page [____] of journal [____]; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on September 18, 2015.

DATED: September 18, 2015.

_____
Karen Sublett, City Clerk

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JLN\600809.70403\CID ORDINANCE

EXHIBIT A

CID PROJECT

General Nature: The general nature of the proposed project (the "**CID Project**") is to promote the redevelopment and revitalization of the Kellogg & West corridor, as is more particularly described herein, by providing community improvement district financing in accordance with the petition, the Act, and with City of Wichita policy to finance the demolition, construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure related items, streets, potential traffic signal on West Street, sidewalks, parking lots and facilities, buildings, facilities, tenant improvements, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the District, marketing, advertisement and economic development, cleaning and maintenance, and the City and the developer's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

EXHIBIT B

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN SEDGWICK COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPLE MERIDIAN, AND THE CENTERLINE OF U.S. 54 HIGHWAY (COMMONLY KNOWN AS KELLOGG AVENUE);
THENCE WEST ALONG SAID CENTERLINE OF U.S. 54 HIGHWAY TO A POINT OF INTERSECTION WITH THE WEST LINE, EXTENDED, LOT 3, BLOCK 1, KELLOGG WEST SQUARE ADDITION, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS;
THENCE NORTH ALONG SAID WEST LINE EXTENDED OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3, EXTENDED TO THE EAST RIGHT OF WAY LINE OF TRACEY STREET;
THENCE NORTH ALONG SAID EAST LINE OF TRACEY STREET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF UNIVERSITY (NOW TAFT) STREET;
THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION WITH THE PROLONGATION OF THE EAST RIGHT OF WAY LINE OF FLORENCE STREET;
THENCE SOUTH ALONG SAID PROLONGATION OF THE EAST RIGHT OF WAY LINE OF FLORENCE STREET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF EUREKA ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS;
THENCE EAST ALONG SAID SOUTH LINE OF EUREKA ADDITION TO POINT OF INTERSECTION WITH WEST LINE EXTENDED OF STARBUCKS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS;
THENCE SOUTH ALONG SAID WEST LINE EXTENDED OF STARBUCK ADDITION TO THE SOUTHWEST CORNER OF STARBUCKS ADDITIONS;
THENCE EAST ALONG THE SOUTH LINE OF SAID STARBUCKS ADDITION TO A POINT OF INTERSECTION WITH THE WEST LINE OF A TRACT OF LAND IN SEDGWICK COUNTY, KANSAS, DESCRIBED AS THE EAST 284 FEET OF THE NORTH 15 FEET 6 INCHES OF THE SE ¼ OF THE SE ¼ OF THE NE ¼, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH P.M. LESS THAT PART DEEDED TO CITY FOR HIGHWAY RIGHT OF WAY, SAID TRACT HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856;
THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT OF LAND HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856 TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856 TO THE WEST RIGHT OF WAY LINE WITH WEST STREET;
THENCE SOUTH ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF C.J. LUBBERS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS; THENCE WEST ALONG THE NORTH LINE OF SAID C.J. LUBBERS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, TO THE NORTHWEST CORNER OF SAID C.J. LUBBERS ADDITION;
THENCE SOUTH ALONG THE WEST LINE OF C. J. LUBBERS ADDITION TO POINT OF INTERSECTION WITH THE NORTH LINE EXTENDED OF THE FOLLOWING DESCRIBED TRACT OF LAND:
A TRACT OF LAND IN SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P. M. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 462 FEET NORTH AND 67

FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST CORNER 1/4, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., THENCE WEST 133 FEET, THENCE SOUTH 115.5 FEET, THENCE EAST 78.2 FEET, THENCE NORTHEASTERLY 44.3 FEET, THENCE NORTHEASTERLY 87.7 FEET TO THE POINT OF BEGINNING;

THENCE EAST ALONG SAID NORTH LINE EXTENDED OF THE AFORE-DESCRIBED TRACT OF LAND TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID AFORE-DESCRIBED TRACT OF LAND;

THENCE SOUTH ALONG THE WEST LINE OF THE AFORE-DESCRIBED TRACT OF LAND TO THE NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE;

THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WEST STREET;

THENCE NORTH ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF TAFT STREET;

THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF TAFT STREET FOR A DISTANCE OF 200 FEET;

THENCE NORTH TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF TAFT STREET;

THENCE EAST, ALONG SAID NORTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WEST STREET;

THENCE NORTH, ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET FOR A DISTANCE OF 200 FEET;

THENCE EAST TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF WEST STREET;

THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF TAFT STREET;

THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF TAFT STREET FOR A DISTANCE OF 200 FEET;

THENCE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF TAFT STREET;

THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF WEST STREET;

THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 7, BLOCK 1, EUREKA GARDENS ADDITION TO SEDGWICK COUNTY, KANSAS;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF LOT 7, SAID SOUTHEAST CORNER OF LOT 7 ALSO BEING THE NORTHEAST CORNER OF LOT 8, BLOCK 1 IN SAID EUREKA GARDENS ADDITION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 8 TO THE SOUTHEAST CORNER OF SAID LOT 8, SAID SOUTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 9, BLOCK 1, EUREKA GARDENS ADDITION;

THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 9, SAID SOUTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 20, BLOCK 1, EUREKA GARDENS ADDITION;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 20 TO THE WEST RIGHT OF WAY LINE OF ILLINOIS STREET;

THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID LOT 20 EXTENDED, TO THE NORTHERLY MOST NORTHWEST CORNER OF BONANZA ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, SAID NORTHWEST CORNER LYING ON THE EAST RIGHT OF WAY LINE OF ILLINOIS STREET;

THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE OF ILLINOIS STREET TO THE SOUTH LINE OF ILLINOIS STREET;

THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF ILLINOIS STREET TO THE SOUTHERLY MOST NORTHWEST CORNER OF SAID BONANZA ADDITION, SAID CORNER ALSO LYING ON THE NORTH LINE OF PARKWAY ADDITION;
THENCE SOUTH ALONG THE WEST LINE OF BONANZA ADDITION TO THE NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE;
THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE FOR A DISTANCE OF 300 FEET;
THENCE SOUTH TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. 54 HIGHWAY;
THENCE WEST ALONG THE CENTERLINE OF U. S. 54 HIGHWAY TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED TRACTS OF LAND:
THAT PART OF THE SOUTHEAST CORNER OF THE NE ¼, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M. TAKEN FOR STREET RIGHT-OF-WAY IN CONDEMNATION CASE C-3820;
ALONG WITH,
THAT PART OF PARKWAY ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, DEEDED TO THE SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS AS DESCRIBED IN DEED RECORDED WITH THE SEDGWICK COUNTY REGISTER OF DEEDS AT DOC.#/FLM-PG: 29474106;

AND EXCEPT THE FOLLOWING DESCRIBED TRACTS OF LAND:
LOT 2, GMC ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, EXCEPT THE EAST 50 FEET OF THE SOUTH 80 FEET THEREOF;
THE SOUTH HALF OF LOT 9 ALONG WITH LOTS 10 THROUGH 15 INCLUSIVELY, ALONG WITH THE EAST 50 FEET OF THE SOUTH 80 FEET OF LOT 2;
LOT 1, BALES ADDITION, WICHITA, SEGWICK COUNTY, KANSAS, EXCEPT THAT PART TAKEN FOR STREET RIGHT OF WAY.

EXHIBIT C
MAP OF DISTRICT
(On Following Page)

Gilmore &Bell
09/02/2015

DEVELOPMENT AGREEMENT

between the

CITY OF WICHITA, KANSAS

and

KELLOGG AND WEST, LLC,

and

EAST SIDE INVESTMENT, LLC

Dated as of September 18, 2015

Relating to the Development of
the Kellogg and West
Community Improvement District Project

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**"), is made and entered into as of September [__], 2015, by and among the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the "**City**"), **KELLOGG AND WEST, LLC,** a Kansas limited liability company ("**Kellogg**") and **EAST SIDE INVESTMENTS, LLC,** a Kansas limited liability company ("**East Side**") (Kellogg and East Side are individually and collectively referred to as the "**Developer**") (the Developer and the City are collectively referred to as the "**Parties**" and each a "**Party**").

RECITALS

A. The City has authority to create a community improvement district ("**CID**"), pursuant to K.S.A. § 12-6a26 *et seq*. (the "**CID Act**"), for the purpose of financing certain public and private improvements as defined therein. Under the CID Act, the owners of at least 55% of the total assessed value and land area within the proposed CID boundaries may petition the City to request the creation of a CID and to impose special assessments or a special sales tax to pay the cost of eligible projects.

B. The Developer and AH Property Management, LLC ("AH Property") are the owners of certain land in the City located at the northwest and northeast corners of the intersection of Kellogg Drive and West Street within the City.

C. On or about June 24, 2015, the Developer and AH Property submitted a petition (the "**Petition**") to the City requesting the formation of a community improvement district (the "**District**"). A copy of the Petition is attached hereto as ***Exhibit A***. A legal description and map of the boundaries of the District is set forth on ***Exhibit B*** attached hereto.

D. On September [__], 2015, the City approved the creation of the District through the adoption of Ordinance No. 50-[____] (the "**CID Ordinance**"), which became effective upon publication on September [__], 2015. The CID Ordinance approved certain public and private improvements within the District, as well as certain administrative expenses to be incurred within the District, as more particularly described on ***Exhibit C*** attached hereto (collectively, the "**CID Costs**"), to be financed with pay-as-you-go financing payable from revenues received from the imposition of an additional 1% sales tax on all taxable sales within the District (the "**CID Sales Tax**"). The CID Sales Tax shall commence following publication and submittal by the City of a certified copy of the CID Ordinance to the Kansas Department of Revenue in accordance with **Section 4.01** hereof.

E. The purpose and intent of the creation of the District and public-private partnership formed pursuant to this Agreement is for substantial and long-lasting improvement of the character of the property within the District.

F. The general nature of the CID Improvements is to promote the redevelopment and revitalization of the Kellogg and West corridor by providing community improvement district financing in accordance with the CID Act and City policy to finance the demolition, construction, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure related items, streets, potential traffic signal on West Street, sidewalks, parking lots and facilities, buildings, facilities, tenant improvements, water management and drainage related items, significantly enhanced landscaping, lighting, art, water features and other cultural amenities, administration of the District, marketing, advertisement and other eligible economic development costs.

G. The public purpose of the CID Improvements is to provide for the construction of critical infrastructure and other improvements to contribute to the revitalization, growth and economic development of an important City corridor.

H. The Parties now desire to enter into this Agreement to formalize the construction and financing of the CID Improvements for the purposes described herein.

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

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

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

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

"**Administrative Service Fee**" means the fee charged by the City for administration of the CID Sales Tax Fund and distributions from same, in the amount of five percent (5%) of the CID Sales Tax collected.

"**Certification of Expenditures**" is the form attached as ***Exhibit D***.

"Certificate of Substantial Completion" means a certificate in substantially the form attached as ***Exhibit L*** hereto furnished by the Developer and approved by the City pursuant to **Section 3.13** upon the substantial completion of a phase of the Project.

"**CID**" or "**District**" means a community improvement district formed in accordance with the CID Act.

"**CID Act**" means K.S.A. § 12-6a26 *et seq*.

"**CID Costs**" means, collectively, (i) the actual costs of the CID Improvements in an amount that when combined with the Other Eligible Expenses does not exceed the CID Costs Cap, (ii) Other Eligible Expenses related to the Project in an amount that when combined with actual costs of the CID Improvements does not exceed the CID Costs Cap, (iii) the City's Administrative Service Fee, and (iv) actual interest accrued on borrowed money during the period of construction of the Project not to exceed the Interest Rate Cap, all of which must be "costs" of a "project" as defined in the CID Act and identified in the Project Budget attached as ***Exhibit C***.

"**CID Costs Cap**" means $8,326,250, as more particularly set forth on ***Exhibit C*** hereto, which shall apply to the actual costs of the CID Improvements and the Other Eligible Expenses, but will not apply to the City's Administrative Service Fee.

"**CID Improvements**" means that portion of the Project the costs of which will be reimbursed to the Developer from CID Sales Tax revenues as CID Costs, as set forth in the Project Budget, and including the Public Infrastructure Improvements.

"**CID Ordinance**" means Ordinance No. 50-[___], adopted by the City on September [__], 2015 and published on September [__], 2015.

"**CID Policy**" means the policy of the City governing the use of CID financing within the City, as most recently approved by the Governing Body on December 7, 2010, and as amended from time-to-time thereafter.

"**CID Sales Tax**" means the additional 1% sales tax on all taxable sales within the District authorized by the CID Act and the CID Ordinance.

"**CID Sales Tax Fund**" means the separate fund established by the City for deposit of the CID Sales Tax revenues received from the State and collected within the District, and that is used to finance or reimburse the CID Costs pursuant to the CID Act.

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

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

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

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

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

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

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

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

"**Construction Plans**" means the plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections approved by the City as incorporated into this Agreement as ***Exhibit H***.

"**District**" or "**CID**" means a community improvement district formed in accordance with the CID Act.

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

"Excusable Delays" means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, delays in construction of nearby public streets, roads, right-of-way, interstate or highway, including but not limited to construction to Kellogg Avenue/54 Highway/400 Highway and Interstate 235,, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

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

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

"**Other Eligible Expenses**" means only the actual costs to design the Public Infrastructure Improvements and the actual costs incurred by the City in creating the District and the preparation and negotiation of this Agreement.

"**Pay-as-you-go Financing**" means pay-as-you-go financing, as that term is defined in the CID Act, which financing shall be used to pay the CID Costs.

"**Petition**" shall have the meaning set forth in **Section C** of the Recitals, and as attached hereto as ***Exhibit A*.**

"**Project**" means the design, engineering and construction of certain public and private improvements to the real property within the District.

"**Project Budget**" means the budget for the Project set forth in ***Exhibit C***.

"**Project Schedule**" means the schedule for the Project set forth in ***Exhibit E***.

"**Public Infrastructure Improvements**" means that portion of the Project identified in ***Exhibit F, which includes work performed in the public right-of-way that will be dedicated to the City without cost***.

"**Signage**" means a sign at least 24 square inches in size containing the words: "THIS PROJECT MADE POSSIBLE BY COMMUNITY IMPROVEMENT DISTRICT FINANCING" using type face of at least 18 points in size, and directing individuals to the City website for further information using type face of at least 12 points in size.

"**Site Plan**" means the drawings, renderings, elevations and plans depicting the appearance of the Project attached as ***Exhibit G***.

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

"**Term**" means the earlier of twenty-two (22) years from the date the Director of Taxation for the State of Kansas begins collecting the CID Sales Tax within the District or when CID Costs up to the CID Costs Cap.

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

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

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

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

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

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

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

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

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

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

(g) ***Approvals***. The Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. The Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

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

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

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

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

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

(b) a certified copy of the Operating Agreement of the Developer; and

(c) a title commitment or certificate of title for the area within the District evidencing that such property is owned by the Developer; and if not, a copy or copies of purchase agreements between the owner of such property and the Developer.

Section 2.04. Maintenance of Existence. During the term of this Agreement, unless otherwise approved by the City Representative, the Developer will maintain its legal existence, will continue to be a limited liability company in good standing under the laws of the State, will not dissolve consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it. .

ARTICLE III

DEVELOPMENT OF THE PROJECT

Section 3.01. Completion of the CID Improvements. The Developer will design, engineer and construct the CID Improvements in accordance with the Petition, the CID Ordinance, this Agreement and the Construction Plans. The Developer shall obtain all Governmental Approvals for the CID Improvements and the CID Improvements will conform to all approved plans for such improvements as provided in this Agreement, applicable building codes, City Ordinances, CID Policy and all other applicable rules and regulations.

Section 3.02. Project Milestones. Subject to Excusable Delays, the Developer agrees to perform the CID Improvements described in ***Exhibit E (the "Project Milestones")*** not later than the times set forth in ***Exhibit E***.

Section 3.03. Cost of the Project. The Developer shall be solely responsible for and will pay the costs of the CID Improvements, including the costs of the Public Infrastructure Improvements, subject to the terms of this Agreement governing reimbursement for expenditures on the CID Improvements.

Section 3.04. Project Schedule. Subject to Excusable Delays, the Developer shall meet the Project Milestones set forth in, and will otherwise develop the Project in accordance with, the Project Schedule set forth in ***Exhibit E***. Upon reasonable advance notice, the Developer shall meet with the City to review and discuss the design and construction of the Project in order to enable the City to monitor the status of construction and to determine that the Project is being performed and completed in accordance with this Agreement.

Section 3.05. Project Budget. The Project shall be constructed substantially in accordance with the Project Budget attached as ***Exhibit C***. There shall be no cap upon line items in the Project Budget and the Developer shall be permitted to adjust the amounts estimated as CID Costs within and between each line item, so long as the total amount of CID Costs requested for reimbursement through CID Sales Tax revenues does not exceed the actual amount expended for such use or the CID Costs Cap; provided however, the amount available for reimbursement of any costs for Public Infrastructure Improvements shall not be reduced below what is set forth on Exhibit C without consent of the City.

Section 3.06. Design of the Project. The Developer shall be responsible for the design of the Project, subject to the City's right of review in accordance with this Section and all applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws). The Developer shall provide the City with preliminary plans and specifications for each phase of the Project when they are prepared. The City shall review such plans and specifications to determine whether they are in substantial conformance with applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws and this Agreement. The City shall provide the Developer with its approval or reasonable objection to the preliminary plans and specifications within fifteen (15) calendar days of the City's receipt of the preliminary plans and specifications. In the event the City has reasonable objections to the preliminary plans and specifications, the City shall provide a written notice of such objections detailing the substantial non-conformance of the preliminary plans and specifications with applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws), and this Agreement and its specific demands of modification to the plans and specifications. The City and the Developer shall meet within

five (5) business days to discuss any such objections by the City. In addition, the preliminary plans and specifications shall be reviewed by the City's Design Council and any suggestions provided by that body shall be incorporated into the design of the Project unless expressly overruled by the City Representative.

Section 3.07. Construction Plans; Elevations. Upon approval of the preliminary plans and specifications, the Developer shall submit Construction Plans for the Project for review and approval pursuant to the City Building Code. Construction Plans may be submitted in phases or stages. The Construction Plans shall be in sufficient completeness and detail to show that construction will be in conformance with this Agreement. The Developer agrees that all construction, improvement, equipping, and installation work on the Project shall be done in accordance with the Construction Plans and this Agreement. The Developer will furnish to the City the number of copies of the Construction Plans as required by the City. The Construction Plans shall be attached hereto as ***Exhibit H*** upon completion and approval by the City and shall be incorporated herein by reference.

In addition, no later than twenty (20) days prior to commencement of construction of a new building or rehabilitation of an existing building within the District, the Developer will provide elevations of the proposed improvements to the City. The City shall have the right to review and approve the elevations and provide feedback to the Developer in writing within fifteen (15) business days. In the event the City does not provide such written feedback within fifteen (15) business days, such elevations shall be deemed approved. Costs of construction or rehabilitation of buildings within the District that do not substantially conform to such approved elevations or for which elevations were not submitted to the City for approval in accordance with this Section, shall not constitute CID Improvements eligible for reimbursement.

Section 3.08. Construction Permits and Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by Developer in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City shall not be required to issue any such permits or approval for any portion of the Project not in conformance with this Agreement.

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

Section 3.10. Public Infrastructure Improvements. Developer shall have the right to perform all engineering, bidding, construction and inspection of the Public Infrastructure Improvements in coordination with the City for the Public Infrastructure Improvements for the Project. Developer shall provide the City Representative at least 120 days advance notice of commencement of the Public Infrastructure Improvements. Developer shall comply in all respects with the City's policy set forth in ***Exhibit I*** and incorporated herein by reference. All Public Infrastructure Improvements shall be constructed by Developer subject to City's standard review and permitting procedures and pursuant to the provisions of ***Exhibit I*** attached hereto and incorporated herein. All contracts and subcontracts for the construction of the Public Infrastructure Improvements shall be competitively bid by Developer and the City shall have access to all such bidding documentation. All plans and specifications for the Public

Infrastructure Improvements shall be approved by the City Engineer. The City agrees to apply to the Kansas Department of Revenue for a sales tax exemption certificate for use in connection with the Public Infrastructure Improvements.

Section 3.11. Bonds. The Developer shall, or shall ensure that its contractors shall, provide for the following bonds for the Public Infrastructure Improvements which will be dedicated to the City in connection with the Project:

(a) ***Performance Bond, Payment Bond, and Statutory Bond***. Prior to commencement of construction and ending upon acceptance of the Public Infrastructure Improvements, the Developer shall, or shall ensure that its contractors shall, maintain a performance and payment bond in a form approved by the City Attorney, in an amount equal to the cost of the Public Infrastructure Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The performance and payment bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City prior to commencement of construction. The Developer shall also obtain all statutory bonds required by KSA 60-1110 (with sureties authorized to do business in Kansas and approved by the City) with respect to the Public Infrastructure Improvements and in the full amount of the Public Infrastructure Improvements. The statutory bond will name the City as an oblige and will be filed with the clerk of the district court of Sedgwick County before any reimbursement to Developer is made in accordance with **Section 4.05**.

(b) ***Maintenance Bonds***. Prior to acceptance and dedication of the Public Infrastructure Improvements the Developer shall, or shall ensure that its contractors shall, provide a maintenance bond in a form approved by the City Attorney, in an amount equal to the full cost of the Public Infrastructure Improvements as approved by the City Engineer, which shall be in effect for a term of two (2) years from the date that the City issues a certificate of completion of construction for the Public Infrastructure Improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The maintenance bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City prior to commencement of construction. With respect to maintenance issues which may arise after dedication of the Public Infrastructure Improvements to the City, the City shall first make any claim which arises related to such improvements for which a bond claim may be made against the bonding company, and shall make reasonable efforts to pursue the claim, prior to making demand upon the Developer to satisfy the claim.

(c) ***Indemnity for Failure to Provide Bonds***. The Developer shall, or shall ensure that its contractors shall, indemnify the City and its officers and employees for any damage resulting to the City, its officers or employees from failure of the Developer to provide the bonds set forth in this Section.

Section 3.12. Dedication of Right-of-Way and Easements. Developer agrees to dedicate to the City without any charge or cost all necessary right-of-way and easements within or adjacent to the Project for the construction of the Public Infrastructure Improvements for the Project.

Section 3.13. Certificate of Substantial Completion. Promptly after substantial completion of each phase of the Project in accordance with the provisions of this Agreement, the Developer shall submit a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form attached as ***Exhibit L***. The City shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to

verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Developer with specific written objections to the status of the phase of the Project for which the Certificate of Substantial Completion has been submitted, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion, or upon the lapse of thirty (30) days after delivery thereof without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the Sedgwick County Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the applicable phase of the Project.

Section 3.14. Operation of Project. The Project shall comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses. Until such time as construction is commenced for each phase of development, the Developer shall maintain the area within the District in a good and safe condition, including the boarding of vacant buildings and regular maintenance and removal of vegetation.

Section 3.15. Covenant for Non-Discrimination. The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry in the construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project.

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

Section 3.16. Land Use Restrictions. The types of land uses and retailers set forth in ***Exhibit J*** hereto are prohibited within the boundaries of the District unless approved in writing by the City prior to the execution of a letter of intent, lease or prior to the sale of land.

Section 3.17. Relocation Restrictions. For a period of three (3) years from the date of formation of the District, the Developer shall present to the City a written description of only those potential retailers or restaurants to be located on land within the District for which the Developer has or will be reimbursed its land acquisition costs in accordance with ***Section 4.05*** hereof (the "**Restricted Property**"). A map of the District which indicates property that may become Restricted Property if land acquisition cost reimbursement is requested in accordance herewith, is attached as ***Exhibit K***. Such description shall be presented to the City within thirty (30) days prior to the date when the Developer expects to enter into any legal obligation for the purchase and/or lease of such Restricted Property. The City shall have the absolute right to refuse any retailer and/or restaurant presented by the Developer on the Restricted Property to the extent that such proposed retailer and/or restaurant would constitute a relocation of such retailer and/or restaurant of an existing business within three (3) miles of the District boundaries. If the City Representative does not provide a written objection to Developer within fifteen

(15) business days of presentment, such non-response shall constitute a waiver of any objection to Developer's proposed sale or lease.

ARTICLE IV

CID FINANCING

Section 4.01. CID Sales Tax. The City shall deliver a certified copy of the CID Ordinance to the Kansas Department of Revenue imposing the CID Sales Tax not less than five business days after publication of the CID Sales Tax. Except as otherwise set forth herein, all of the CID Sales Tax revenues collected and delivered to the CID Sales Tax Fund shall be available for and dedicated to pay the CID Costs for the duration of the Term.

Section 4.02. CID Sales Tax Fund. During the existence of the District all CID Sales Tax revenues generated within the District shall be deposited into a CID Sales Tax Fund, which shall be established and administered by the City in compliance with the laws of the State and this Agreement and shall be held solely for the payment of the CID Costs and shall not be otherwise expended or commingled with other funds.

Section 4.03. Pay-as-you-go Financing of the CID Costs. The CID Sales Tax shall be used to reimburse the Developer for the CID Costs, as described in the Project Budget attached as ***Exhibit C***. The City hereby agrees that the estimates of expenses related to the CID Costs may change prior to and during the expenditure of the CID Costs. However, the aggregate total amount of all CID Costs to be paid hereunder shall not exceed the CID Costs Cap. The parties agree that the CID Costs Cap will apply to the actual costs of the CID Improvements and the Other Eligible Expenses, but will not apply to the City's Administrative Service Fee. Unless otherwise agreed by the Parties in writing, reimbursements shall be made solely to the Developer unless otherwise set forth in this Agreement, except for payment of the City's Administrative Service Fee and Other Eligible Expenses incurred by the City, which will be deducted by the City in advance of distribution of the CID Sales Tax funds to Developer.

Section 4.04. Certification of Expenditures. The Developer shall certify all costs and expenditures to be made in connection with the CID Costs in accordance with the following:

(a) The Developer shall submit to the City a Certification of Expenditures in the form attached hereto as ***Exhibit D*** setting forth the amount for which reimbursement is sought and an itemized listing of the related CID Improvements.

(b) Each Certification of Expenditures shall be accompanied by such bills, contracts, invoices, and other evidence as the City shall reasonably require to document that payment has been made by the Developer for such CID Costs.

(c) The Developer may not submit a Certification of Expenditures to the City but shall not be eligible for any reimbursement in accordance with ***Section 4.05*** hereof, until the Developer has demolished or substantially rehabilitated one building in accordance with the Project Milestones described in ***Exhibit E***.

Section 4.05. Reimbursement. The City shall have thirty (30) calendar days after receipt of any Certification of Expenditures to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Certification of Expenditures shows payment by the Developer of the CID Costs; (2) the expense was incurred; (3) the aggregate amount of CID Costs

theretofore paid pursuant to this Agreement for the CID Improvements and Other Eligible Expenses is less than the CID Costs Cap and if added to the amount of the Certification of Expenditures, would not exceed the CID Costs Cap; (4) the Developer is not in default under this Agreement; and (5) there is no fraud on the part of the Developer, then the City shall approve the Certification of Expenditures and promptly reimburse the Developer for the CID Costs pursuant to the terms of this Agreement if sufficient funds are available in the CID Sales Tax Fund, and quarterly as funds become available in the event that funds in the CID Sales Tax Fund are at that time insufficient. In the event the City does not respond within such 30 day period, the Certification of Expenditures shall be deemed approved. If the City reasonably disapproves of the Certification of Expenditures, the City shall notify the Developer in writing of the reason for such disapproval within such thirty (30) day period and may request additional information from the Developer. In the event of a request for additional information, the thirty (30) day period for the City to respond shall be extended for an additional twenty (20) day period commencing upon receipt by the City of the additional information requested from the Developer. Said twenty (20) day period of extension shall apply to each request for additional information made by the City.

Section 4.06. Payment of the City's Administrative Service Fee and Other Eligible Expenses. The City shall be paid as a first priority payment from the CID Sales Tax Fund an Administrative Service Fee in an amount equal to five percent (5%) of the total CID Sales Tax revenues generated within the District and the amount of Other Eligible Expenses incurred by the City. The $5,000 application fee paid by Developer to the City shall be applied as a credit toward payment of the Administrative Service Fee.

Section 4.07. Sales Tax Information.

(a) The Developer shall provide the City Representative written notice of all current tenants located within the boundaries of the District within 10 days of the opening or closing for business of any business within the District, and at all other times upon the written request of the City Representative.

(b) The Developer agrees to make commercially reasonable efforts to cause all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the District to be obligated by written contract (lease agreement or other enforceable document) to provide to the City Representative of the opening or closing for business of any such business within the District, and at all other times upon the written request of the City Representative

(c) To the extent it may legally do so, information obtained pursuant to this Section shall be kept confidential by the City in accordance with K.S.A. 79-3657.

Section 4.08. Termination of the CID. The City shall not terminate the CID prior to the expiration of its Term, except as provided by law, as requested by the Developer or in accordance with this Agreement.

Section 4.09. Modification of the District. From time to time during the Term, the Developer may request, and the City shall reasonably consider, any modification to the District, in accordance with the CID Act and the CID Policy.

Section 4.10. Public Disclosure. The Developer will post Signage adjacent to the main entrance of every retail establishment within the District. Signage is to be posted and maintained throughout the term of the CID and Agreement.

ARTICLE V

INDEMNITY AND INSURANCE

Section 5.01. Indemnification of City.

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

(i) the Developer's actions and undertaking in implementation of the Public Infrastructure Improvements;

(ii) the negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Public Infrastructure Improvements; and

(iii) any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor with respect to the Public Infrastructure Improvements.

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

(b) In the event any Action is begun or made as a result of which the Developer or City may become obligated to one or more of the City Indemnified Parties hereunder with respect to the Public Infrastructure Improvements, any one of the City Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event.

(c) The rights to indemnification set forth in this Agreement shall survive the termination of this Agreement.

Section 5.02. Insurance.

(a) ***Types of Coverage***. Developer shall carry, or cause the Developer's general contractor to carry, for Public Infrastructure Improvements work only, the following insurance coverage insuring Developer, general contractor, and City as specified below through final completion (as defined in the construction contracts) of the Public Infrastructure Improvements:

(i) Comprehensive general liability insurance insuring Developer and City against all liability for injury to or death of a person or persons and for damage to property in any way occasioned by or arising out of the activities of Developer, City, and their respective agents, contractors, or employees, in connection with the design and construction of the Public Infrastructure Improvements, in the amount of not less than Five Hundred Thousand Dollars ($500,000) or in such other amounts as may be reasonably acceptable to Developer and the City, ***provided, however***, such policies shall not name the City, or insure the City, for an amount of coverage in excess of the City's maximum liability pursuant to the Kansas Tort Claims Act and amendments (and any similar law limiting the liability of the City);

(ii) Workers' compensation insurance;

(iii) Automobile insurance (if applicable) with per occurrence limits of not less than $500,000, or comparable Hired and Non-owned coverage included in General Liability; and

(iv) All other insurance as required by law.

(b) ***Policy Requirements***. The following general requirements shall apply to all insurance coverage carried by Developer and general contractor pursuant to **Section 5.02(a)**:

(i) To the extent available, each policy shall contain a clause whereby the insurer waives all rights of subrogation against general contractor, Developer, and City, as the case may be;

(ii) Subject to the limitations on builder's risk coverage in **Section 5.02(a)(i)** and on general liability insurance in **Section 5.02(a)(ii)**, the City shall be named as its interests appear in all policies obtained by Developer and general contractor;

(iii) Such policies shall be with reputable insurance companies reasonably acceptable to Developer, City, and general contractor and licensed to do business in Kansas;

(iv) Developer shall provide the City Representative with policies or certificates of insurance evidencing such coverage prior to the start of construction;

(v) Within thirty (30) days prior to expiration of coverage, or as soon as practicable, renewal policies or certificates of insurance evidencing renewal and payment of premium shall be provided by Developer to the City Representative; and

(vi) The policies must be non-cancelable unless the carrier provides to the City Representative thirty (30) days' prior written notice of cancellation.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.01. Defaults – General. Subject to the extensions of time set forth in **Section 6.07** below, failure or delay by any Party to perform any material term or provision of this Agreement, after

receiving written notice thereof and failing to cure, as set forth in **Section 6.02** below, constitutes an **"Event of Default"** under this Agreement. The Claimant shall give written notice of default to the defaulting Party, specifying the nature of the default.

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

Section 6.03. Remedies on Default. Whenever any Event of Default by the City shall have occurred and be continuing, the only remedy that may be sought from the City is strictly limited to use of available CID Sales Tax revenues to pay CID Costs (i.e., the City can have no liability under this Agreement that in any way extends to its general or tax funds, or any other source of funds apart from the CID Sales Tax revenues derived from the Project), except that, in case of any diversion by the City of CID Sales Tax revenues in breach of this Agreement, the City will be obligated to restore such diverted revenues, dollar for dollar, from any lawfully available source of appropriations.

Whenever any Event of Default by the Developer shall have occurred and be continuing, subject to applicable cure periods, the City may (1) pursue any remedy at law and in equity, except as provided below, and/or (2) refuse to approve any further Certificates of Expenditures, make any disbursements until such Event of Default is cured by the Developer and withhold any CID Sales Tax revenues and/or (3) terminate the CID. If two or more Events of Default by the Developer occur and continue beyond applicable cure periods, within a successive 12-month period, the City shall, in addition to the remedies set forth in the preceding sentence, have the option to terminate this Agreement, to withhold any disbursements of CID Sales Tax revenues, and to terminate the CID.

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

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

The exercise by a Party of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by a Party shall apply to obligations beyond those expressly waived.

Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by a Party of any specific default by another Party shall be considered or treated

as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 6.04. Legal Actions.

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

GENERAL PROVISIONS

Section 7.01. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, and by the execution of said amendment by the Parties or their successors in interest. Except for amendments to extension of performance times pursuant to ***Section 6.07(b)*** or ***Exhibits C, E, F, G, H*** or ***K***, which may be approved and executed on behalf of the City by the City Representative, each amendment shall be approved by resolution adopted by the City's governing body. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including, but not limited to, reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the Parties in entering into this Agreement.

Section 7.02. Assignment. The Developer may not assign its rights in this Agreement without the express consent of the City evidenced by a resolution adopted by the City's governing body approving an exception to the CID Policy. Notwithstanding the foregoing, the Developer, with prior written notice to the City, may make a collateral assignment of 100% of its rights under this Agreement to a single financial institution as security for a financing of the Project; provided, however, that any assignment of rights shall not impair the City's right to determine the eligibility of CID Costs nor require the City to subdivide any CID Sales Tax revenues due to the Developer. Any decision to consent or refuse consent to an assignment pursuant to this Section shall be solely at the discretion of the City Representative or the City's governing body, as the case may be. Nothing herein shall be construed to delegate rights or responsibilities of the City under this agreement, including without limitation the determination of eligible project costs for reimbursement. Subject to the provisions of ***Sections 3.16*** and ***3.17*** hereof, nothing contained herein shall restrict the ability of the Developer to sell, rent and/or lease any portion of the District within the Developer's sole discretion.

Section 7.03. Right to Inspect. The Developer agrees that the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, inspect, audit, and copy, from time to time, all of the Developer's books and records relating to the CID Costs as pertinent to the purposes of this Agreement.

Section 7.04. Right of Access. For the purposes of assuring compliance with this Agreement, the City Representative shall have the right of access to the District, without charges or fees, during normal business hours for purposes related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing any of the CID Improvements.

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

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

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

To the Developer:

Kellogg and West, LLC
Attn: Christian Ablah
8110 E. 32nd Street North, Suite 150
Wichita, Kansas 67226

East Side Investments, LLC
Attn: Bradley Saville
156 N. Emporia
Wichita, KS 67202

With a copy to:

Korb W. Maxwell
Polsinelli P.C.
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112

To the City:

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

With a copy to:

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

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

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

Section 7.09. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either Party is required, such consent or approval shall not be unreasonably withheld.

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

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

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

Section 7.13. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement shall run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the District. The City shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Developer and the City.

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

Section 7.15. Agreement Controls. The Parties agree that the Project will be implemented as agreed in this Agreement and as set forth in the CID Policy. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project and the payment of Project Costs. Nothing in this Agreement shall be deemed an amendment of the CID Policy unless specifically exempted herein or by subsequent action by the City's governing body.. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 7.16. Conflicts of Interest.

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

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

Section 7.17. Validity and Severability. It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.18. Required Disclosures. The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 7.19. Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

Section 7.20. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the Governing Body before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

Section 7.21. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7.22. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersede all prior agreements, negotiations and discussions, both written and oral, relative to the Project and is a full integration of the agreement of the Parties.

Section 7.23. Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq*. and K.S.A. 79-2935 *et seq*.

[Signatures on Following Pages]

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

CITY OF WICHITA, KANSAS

By:_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law
and City Attorney

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

On this ____ day of September, 2015, before me personally appeared Jeff Longwell, personally known, who being by me duly sworn did say that he is the Mayor of the City of Wichita, Kansas, and that said instrument was signed and delivered on behalf of said municipal corporation and acknowledged to me that he executed the same as the free act and deed of said municipal corporation.

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

_____
Notary Public

[SEAL]

KELLOGG AND WEST, LLC

By:_____
Name: _____
Title: _____

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

On this ____ day of September, 2015, before me personally appeared _____ to me personally known, who being by me duly sworn did say that he/she is the _____ of Kellogg and West, LLC, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he/she executed the same as the free act and deed of said limited liability company.

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

_____
Notary Public

[SEAL]

EAST SIDE INVESTMENTS, LLC

By:_____
Name: _____
Title: _____

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

On this ____ day of September, 2015, before me personally appeared _____ to me personally known, who being by me duly sworn did say that he/she is the _____ of East Side Investments, LLC, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he/she executed the same as the free act and deed of said limited liability company.

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

_____
Notary Public

[SEAL]

EXHIBIT A

CID PETITION

RECEIVED
JUN 30 '15
CITY CLERK OFFICE

PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT

TO: The Governing Body,
City of Wichita, Kansas

The undersigned, being the owners of record, whether resident or not, of the following:

1. More than fifty-five percent (55%) of the land area contained within the hereinafter described community improvement district; and
2. More than fifty-five percent (55%) by assessed value of the land area contained within the hereinafter described community improvement district.

hereby petition the City of Wichita, Kansas (the "**City**") to create a community improvement district and authorize the proposed project hereinafter set forth, all in the manner provided by K.S.A § 12-6a26, *et seq.* (the "**Act**"). In furtherance of such request, the petitioners state as follows:

1. GENERAL NATURE

The general nature of the proposed project (the "**CID Project**") is to promote the redevelopment and revitalization of the Kellogg & West corridor, as is more particularly described herein, by providing community improvement district financing in accordance with this petition, the Act, and with City of Wichita policy to finance the demolition, construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure related items, streets, potential traffic signal on West Street, sidewalks, parking lots and facilities, buildings, facilities, tenant improvements, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the District, marketing, advertisement and economic development, cleaning and maintenance, and the City and the developer's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

2. PUBLIC PURPOSE

The public purpose of the CID Project is to provide for the construction of critical infrastructure and other improvements to contribute to the revitalization, growth and economic development of an important City corridor.

3. ESTIMATED COST

The estimated or probable and maximum cost of the CID Project is $23,487,500, of which the estimated or probable and maximum cost to be reimbursed through revenues

of the CID is $13,213,750, plus interest on borrowed money. See the attached **EXHIBIT "A"** for a detailed budget.

4. PROPOSED METHOD OF FINANCING

The proposed CID Project is to be financed through the use of CID sales tax revenue to be expended on the CID Project on a pay-as-you-go basis.

5. PROPOSED AMOUNT OF SALES TAX

It is being proposed that the CID Project be financed in part through the levying of a 1% add-on sales tax as authorized by the Act for 22 years, or such lesser number of years as may be required to produce revenues sufficient for payment of the maximum CID eligible costs identified above.

6. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map of the proposed community improvement district (the "**District**") is attached hereto as **EXHIBIT "B"**.

The legal description of the District is attached hereto as **EXHIBIT "C"**.

7. NOTICE TO PETITION SIGNERS

Names may not be withdrawn from this Petition by the signers hereof after the City commences consideration of this Petition, or later than seven (7) days after the filing hereof with the City Clerk, whichever occurs first.

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

KELLOGG AND WEST, LLC

By: _____
Signature of Authorized Agent for Entity

Name: Christian Ablah

Title: Member
(Type or print)

Date: 5/26/15

ACKNOWLEDGMENT

STATE OF Kansas)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 26th day of May, 2015 before me, the undersigned, a Notary Public in and for said County and State, came Christian Ablah, member, Kellogg & West LLC, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

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

(Seal) KATHERINE L. SEILER Notary Public - State of Kansas My Appt. Expires 6/29/2018

_____
Notary Public in and for said County and State

My Commission Expires:

6/29/2018

JLN\600809.70403\CID Development Agreement - Kellogg And West (09-02-15)

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

EAST SIDE INVESTMENTS, LLC

By: _____
Signature of Authorized Agent for Entity

Name: Bradley R. Saville

Title: Managing Member
(Type or print)

Date: 5/26/2015

ACKNOWLEDGMENT

STATE OF Kansas)
) ss.
COUNTY OF Sedgwick)

BE IT REMEMBERED, that on this 26th day of May, 2015 before me, the undersigned, a Notary Public in and for said County and State, came Bradley R. Saville, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

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

(Seal) KRISTY BIGGS NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 8/12/2016

Kristy Biggs
Notary Public in and for said County and State

My Commission Expires:
8/12/2016

JLN\600809.70403\CID Development Agreement - Kellogg And West (09-02-15)

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

AH PROPERTY MANAGEMENT, LLC

By: _____
Signature of Authorized Agent for Entity

Name: Chaomin Hsu

Title: owner
(Type or print)

Date: 5-28-15

ACKNOWLEDGMENT

STATE OF Kansas)

) ss.

COUNTY OF Sedgwick)

BE IT REMEMBERED, that on this 28th day of May, 2015 befor me, the undersigned, a Notary Public in and for said County and State, cam Chaomin Hsu, who is known to me to be the same perso who executed the within instrument, and such person duly acknowledged the execution o the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed m official seal the day and year last above written.

(Seal) KRISTY BIGGS NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 8/17/2016

Kristy Biggs
Notary Public in and for said County and State

My Commission Expires:
8/17/2016

EXHIBIT "A"

ESTIMATED PROBABLE COST OF CID PROJECT

CATEGORY	PROJECTED COST
Land Acquisition	$5,062,500
Construction of new buildings	$10,625,000
Renovation of existing buildings	$4,000,000
Demolition	$500,000
East Access Easement	$200,000
West Access Easement	$250,000
Traffic Signal (with interconnect)	$175,000
West Street Widening	$250,000
Utility Relocations (gas, sanitary sewer, water)	$1,500,000
Drainage Improvements	$350,000
Environmental	$50,000
Engineering	$200,000
Legal	$250,000
Land Planning	$75,000
TOTAL	**$23,487,500**

EXHIBIT "B"

MAP OF DISTRICT

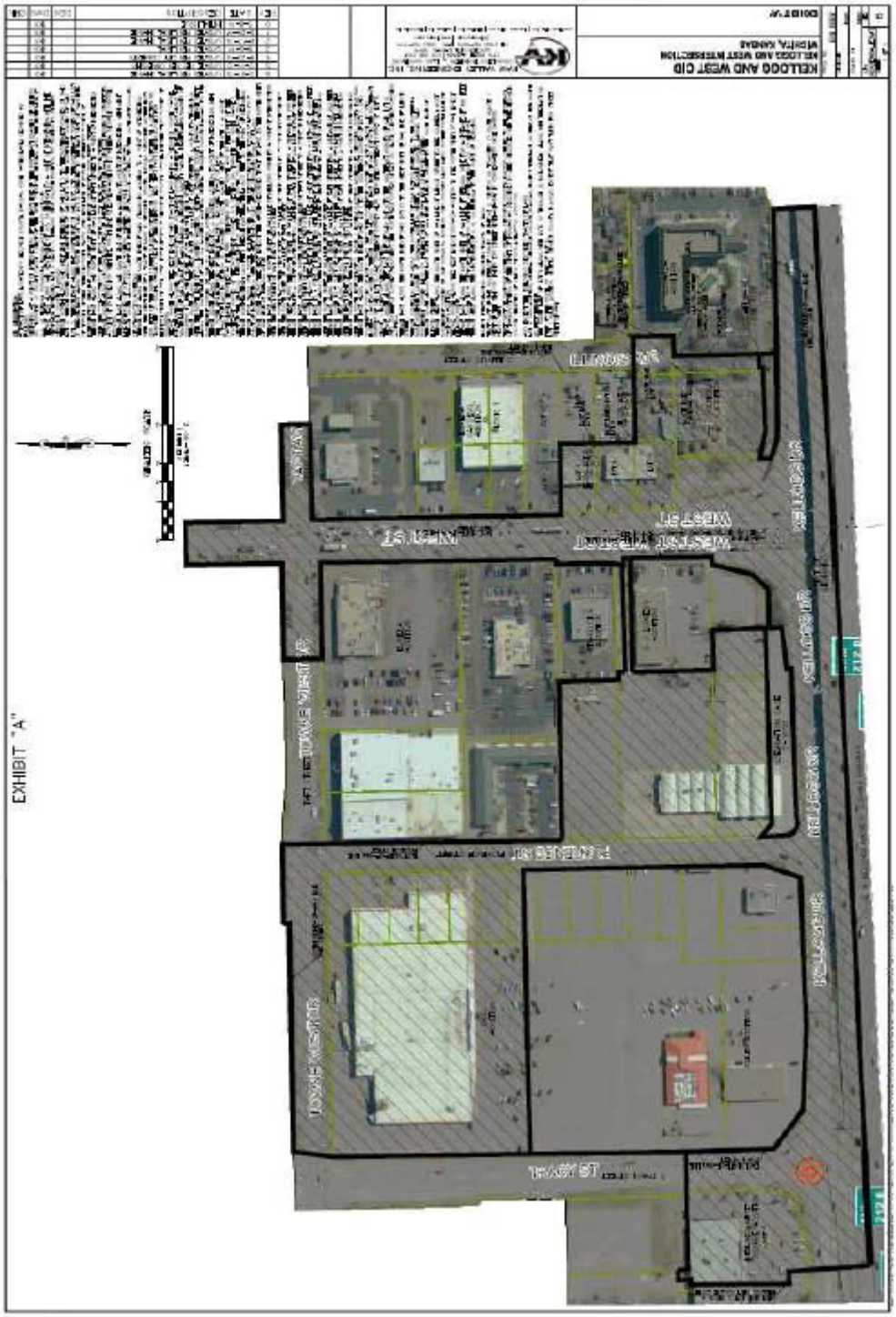

EXHIBIT "C"

LEGAL DESCRIPTION OF DISTRICT

A TRACT OF LAND LOCATED IN SEDGWICK COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPLE MERIDIAN, AND THE CENTERLINE OF U.S. 54 HIGHWAY (COMMONLY KNOWN AS KELLOGG AVENUE);
THENCE WEST ALONG SAID CENTERLINE OF U.S. 54 HIGHWAY TO A POINT OF INTERSECTION WITH THE WEST LINE, EXTENDED, LOT 3, BLOCK 1, KELLOGG WEST SQUARE ADDITION, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS;
THENCE NORTH ALONG SAID WEST LINE EXTENDED OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3, EXTENDED TO THE EAST RIGHT OF WAY LINE OF TRACEY STREET; THENCE NORTH ALONG SAID EAST LINE OF TRACEY STREET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF UNIVERSITY (NOW TAFT) STREET;
THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION WITH THE PROLONGATION OF THE EAST RIGHT OF WAY LINE OF FLORENCE STREET;
THENCE SOUTH ALONG SAID PROLONGATION OF THE EAST RIGHT OF WAY LINE OF FLORENCE STREET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF EUREKA ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS;
THENCE EAST ALONG SAID SOUTH LINE OF EUREKA ADDITION TO POINT OF INTERSECTION WITH WEST LINE EXTENDED OF STARBUCKS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS;
THENCE SOUTH ALONG SAID WEST LINE EXTENDED OF STARBUCK ADDITION TO THE SOUTHWEST CORNER OF STARBUCKS ADDITIONS;
THENCE EAST ALONG THE SOUTH LINE OF SAID STARBUCKS ADDITION TO A POINT OF INTERSECTION WITH THE WEST LINE OF A TRACT OF LAND IN SEDGWICK COUNTY, KANSAS, DESCRIBED AS THE EAST 284 FEET OF THE NORTH 15 FEET 6 INCHES OF THE SE ¼ OF THE SE ¼ OF THE NE ¼, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH P.M. LESS THAT PART DEEDED TO CITY FOR HIGHWAY RIGHT OF WAY, SAID TRACT HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856;
THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT OF LAND HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856 TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND HAVING A SEDGWICK COUNTY PARCEL IDENTIFICATION NUMBER OF 00528856 TO THE WEST RIGHT OF WAY LINE WITH WEST STREET;
THENCE SOUTH ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF C.J. LUBBERS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS; THENCE WEST ALONG THE NORTH LINE OF SAID C.J. LUBBERS ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, TO THE NORTHWEST CORNER OF SAID C.J. LUBBERS ADDITION;
THENCE SOUTH ALONG THE WEST LINE OF C. J. LUBBERS ADDITION TO POINT OF INTERSECTION WITH THE NORTH LINE EXTENDED OF THE FOLLOWING DESCRIBED TRACT OF LAND:
A TRACT OF LAND IN SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P. M. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 462 FEET NORTH AND 67 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST CORNER 1/4, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., THENCE WEST 133 FEET, THENCE SOUTH 115.5 FEET, THENCE EAST 78.2 FEET, THENCE NORTHEASTERLY 44.3 FEET, THENCE NORTHEASTERLY 87.7 FEET TO THE POINT OF BEGINNING;
THENCE EAST ALONG SAID NORTH LINE EXTENDED OF THE AFORE-DESCRIBED TRACT OF LAND TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID AFORE-DESCRIBED TRACT OF LAND;
THENCE SOUTH ALONG THE WEST LINE OF THE AFORE-DESCRIBED TRACT OF LAND TO THE NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE;

THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WEST STREET;
THENCE NORTH ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF TAFT STREET;
THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF TAFT STREET FOR A DISTANCE OF 200 FEET;
THENCE NORTH TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF TAFT STREET;
THENCE EAST, ALONG SAID NORTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WEST STREET;
THENCE NORTH, ALONG THE WEST RIGHT OF WAY LINE OF WEST STREET FOR A DISTANCE OF 200 FEET;
THENCE EAST TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF WEST STREET;
THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF TAFT STREET;
THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF TAFT STREET FOR A DISTANCE OF 200 FEET;
THENCE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF TAFT STREET;
THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF TAFT STREET TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF WEST STREET;
THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE OF WEST STREET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 7, BLOCK 1, EUREKA GARDENS ADDITION TO SEDGWICK COUNTY, KANSAS;
THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF LOT 7, SAID SOUTHEAST CORNER OF LOT 7 ALSO BEING THE NORTHEAST CORNER OF LOT 8, BLOCK 1 IN SAID EUREKA GARDENS ADDITION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 8 TO THE SOUTHEAST CORNER OF SAID LOT 8, SAID SOUTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 9, BLOCK 1, EUREKA GARDENS ADDITION;
THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 9, SAID SOUTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 20, BLOCK 1, EUREKA GARDENS ADDITION;
THENCE EAST ALONG THE NORTH LINE OF SAID LOT 20 TO THE WEST RIGHT OF WAY LINE OF ILLINOIS STREET;
THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID LOT 20 EXTENDED, TO THE NORTHERLY MOST NORTHWEST CORNER OF BONANZA ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, SAID NORTHWEST CORNER LYING ON THE EAST RIGHT OF WAY LINE OF ILLINOIS STREET;
THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE OF ILLINOIS STREET TO THE SOUTH LINE OF ILLINOIS STREET;
THENCE WEST ALONG THE SOUTH RIGHT OF WAY LINE OF ILLINOIS STREET TO THE SOUTHERLY MOST NORTHWEST CORNER OF SAID BONANZA ADDITION, SAID CORNER ALSO LYING ON THE NORTH LINE OF PARKWAY ADDITION;
THENCE SOUTH ALONG THE WEST LINE OF BONANZA ADDITION TO THE NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE;
THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF KELLOGG DRIVE FOR A DISTANCE OF 300 FEET;
THENCE SOUTH TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. 54 HIGHWAY;
THENCE WEST ALONG THE CENTERLINE OF U. S. 54 HIGHWAY TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED TRACTS OF LAND:
THAT PART OF THE SOUTHEAST CORNER OF THE NE ¼, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M. TAKEN FOR STREET RIGHT-OF-WAY IN CONDEMNATION CASE C-3820;
ALONG WITH,
THAT PART OF PARKWAY ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, DEEDED TO THE SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS AS DESCRIBED IN DEED RECORDED WITH THE SEDGWICK COUNTY REGISTER OF DEEDS AT DOC.#/FLM-PG: 29474106;

AND EXCEPT THE FOLLOWING DESCRIBED TRACTS OF LAND:
LOT 2, GMC ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, EXCEPT THE EAST 50 FEET OF THE SOUTH 80 FEET THEREOF;
THE SOUTH HALF OF LOT 9 ALONG WITH LOTS 10 THROUGH 15 INCLUSIVELY, ALONG WITH THE EAST 50 FEET OF THE SOUTH 80 FEET OF LOT 2;
LOT 1, BALES ADDITION, WICHITA, SEGWICK COUNTY, KANSAS, EXCEPT THAT PART TAKEN FOR STREET RIGHT OF WAY.

EXHIBIT B

LEGAL DESCRIPTION AND MAP EXHIBIT OF DISTRICT

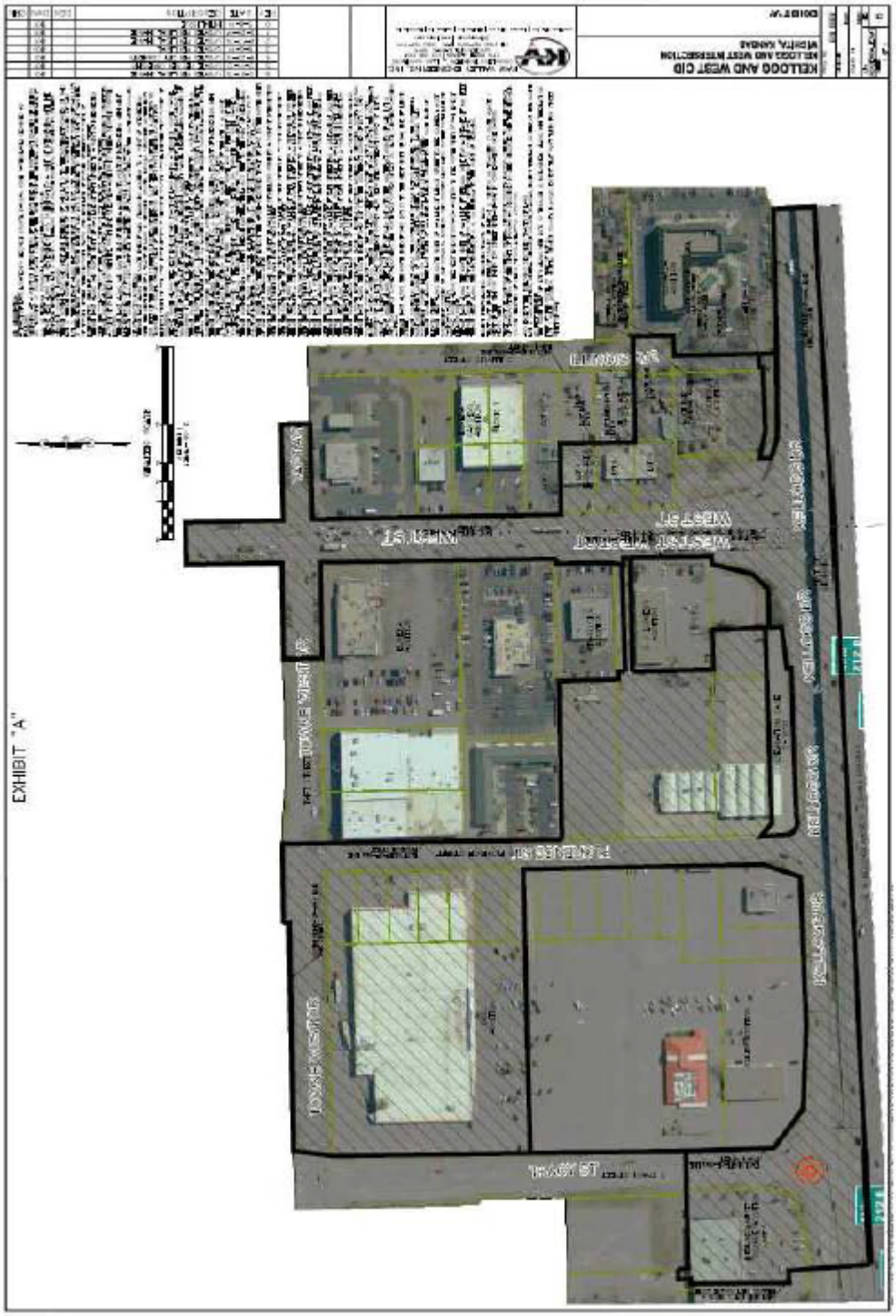

EXHIBIT C

PROJECT BUDGET/CID COSTS

Project Cost	Total Cost	CID Costs*
Land Acquisition	$ 3,000,000	$3,000,000
Building Demo/Construction/Renovation	11,125,000	3,151,250
Public Infrastructure Improvements - Potential Traffic Signalization and Related Improvements	350,000	350,000
Site Work	1,550,000	1,550,000
Engineering/Legal/Land Planning/Environmental	575,000	275,000
TOTAL	$16,600,000	$8,326,250

* There shall be no cap upon line items in the Project Budget and the Developer shall be permitted to adjust the amounts estimated as CID Costs within and between each line item, so long as the total amount of CID Costs requested for reimbursement through CID Sales Tax revenues does not exceed the CID Costs Cap; provided however, the amount of Public Infrastructure Improvements shall not be reduced below what is set forth above without consent of the City

EXHIBIT D

FORM OF CERTIFICATION OF EXPENDITURES

CERTIFICATION OF EXPENDITURES

Request No. _____ Date:_____

Pursuant to the Development Agreement (the "**Agreement**") for the Kellogg & West Community Improvement District between the City of Wichita, Kansas and the undersigned (the "**Developer**"), the Developer requests reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.

2. All terms in this request shall have and are used with the meanings specified in the Agreement.

3. The names of the persons, firms or corporations to whom the payments have been made and reimbursement is hereby requested, the amounts to be reimbursed and the general classification and description of the costs for which each obligation requested to be reimbursed hereby was incurred are as set forth on **Attachment I** hereto.

4. These costs have been incurred and are reasonable costs that are reimbursable under the Agreement.

5. Each item listed above has not been previously reimbursed from the CID Sales Tax Fund and no part thereof has been included in any other Certification of Expenditures or other disbursement request previously filed with the City.

KELLOGG AND WEST, LLC

By: _____
Title: _____

Approved this ____ day of _____, 20__

CITY OF WICHITA

By: _____
City Representative

JLN\600809.70403\CID Development Agreement - Kellogg And West (09-02-15)

ATTACHMENT I
TO CERTIFICATION OF EXPENDITURES

REQUEST NO. _____ DATED_____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment was made	Amount to be reimbursed	General classification and description of the costs of issuance for which the Obligation to be reimbursed was incurred

EXHIBIT E

PROJECT MILESTONES AND SCHEDULE

Date	Obligation
October 1, 2016	Demolish or substantially rehabilitate*, or cause the demolition or substantial rehabilitation, of one building** within the District
April 1, 2017	Expend a minimum of $250,000 in CID Costs excluding costs for demolition and land acquisition
October 1, 2017	Demolish or substantially rehabilitate, or cause the demolition or substantial rehabilitation, of one additional building within the District
October 1, 2018	Demolish or substantially rehabilitate, or cause the demolition or substantial rehabilitation, of the remaining building within the District
Not Later than December 31, 2022	Substantial Completion of CID Improvements

*For purposes of the Project Schedule and Project Milestones, "substantially rehabilitate" shall mean rehabilitation of an existing structure in an amount no less than $350,000.

**The buildings anticipated to be demolished in accordance with the Project Milestones are located at the following addresses:

636 S. West Street, Wichita, KS 67213
610 S. West Street, Wichita, KS 67213
656 S. West Street, Wichita, KS 67213

EXHIBIT F

MAP DEPICTING LOCATION OF
PUBLIC INFRASTRUCTURE IMPROVEMENTS

EXHIBIT G

SITE PLAN

[TO BE INSERTED]

EXHIBIT H

CONSTRUCTION PLANS

(to be incorporated upon completion)

EXHIBIT I

CITY'S PUBLIC INFRASTRUCTURE POLICY

Construction of Infrastructure Improvements by Private Contract

Overview

This information applies to all infrastructure improvements constructed under private contract in public easement, public right-of-way, and/or private property including water lines, stormwater/drainage systems, sanitary sewer, and paving improvements.

Prior to commencement of construction, the following must be submitted to and approved by the City Engineer:

- Engineered plans
- Plan Review Fee
- Recorded easements
- Electronic .dwg and .pdf files of signed, approved plans for sanitary, drainage and paving projects.
- Electronic .dwg and .pdf files and mylars of signed, approved plans for water projects
- Bonds (Statutory & Performance and Maintenance)

At the completion of construction, the following must be submitted to the City Engineer:

- Final Record Plans in pdf format and mylars for the water projects.
- Inspection Logs
- Test Documentation
- TV Tapes and/or Water Quality Test
- Valve and Fire Hydrant manufacturers and models, and pipe certifications.

Owner/Developer Responsibilities

The Owner is responsible for hiring a Consultant Engineer and a Contractor, and responsible for seeing that the Engineer and Contractor fulfill the requirements of this policy.

Consultant Responsibilities

Engineered Plans

The Consultant Engineer needs to furnish complete plans to the City. All plans need to be certified by a professional engineer licensed in the state of Kansas. Final water plans need to be on 22"x36" Mylar for approval signatures. Final Sanitary and Drainage plans can be on media chosen by the Consultant for approval signatures. Electronic .dwg and .pdf files need to be submitted along with the final plans. The Signature Block, standard detail sheets, and sample sets of plans are available in AutoCAD format on Engineering's FTP site in the Private Project Templates and Details sections at ftp://detailusr:D244$7yf@Files3.cyberlynk.net

Water Line Projects:

Plans are required for any line publicly maintained, any domestic service line over 2", and any fire protection line, from the tap to the building and/or furthest hydrant. Profile is required for the entire fire protection line, but only for the public portion of a domestic service line. Upon approval, 2 11x17 signed copies and the signed mylar plans shall be submitted to the City Engineer's Office along with .dwg and .pdf files.

Sanitary Sewer Projects:

Plans (plan and profile) are required for any publicly maintained line, and any private sewer line 8" or larger. Upon approval, .dwg and .pdf files need to be submitted to the City Engineer's office. The .pdf files should be made from the signed set of plans.

Stormwater/Drainage Projects:

Developments that require stormwater management facilities, detention ponds, downstream channel protection, water quality treatment, and/or storm sewers shall submit a (ppd) plan. For information on the plan submittal process and possible permit application see the city web site at http://www.wichita.gov/stormwater under the Regulatory & Permit Documents tab. Stormwater permit applications shall be submitted with all supporting documentation to the Public Works & Utilities Engineering Division, with reviews taking place by both Stormwater Management & Engineering staff. Submit two sets of half-scale plans.

Plans (plan and profile) are required for publicly maintained line, as well as private line 12" or larger. Upon approval, electronic copies of all stormwater permit application documentation and .dwg and .pdf files of the plans shall be submitted to the City Engineer's office.

Paving Projects:

Plans are required for any street that is to be publicly maintained. Upon approval, .dwg and .pdf files need to be submitted to the City Engineer's office. The .pdf files should be made from the signed set of plans.

Plan Review Fee

This fee reimburses the City for the costs of plan review, recording, final inspection, and administration of the project. The Consultant Engineer submits it to the City Engineer's Office along with preliminary plans. It is based on the project size according to the following fee schedule:

Water, Sewer and Drainage	
100' or less	$150
100' – 500'	$250
500' – 1000'	$350
Over 1000'	$0.35 per foot
Paving	
100' or less	$250
100' – 500'	$375
500' – 1000'	$500
Over 1000'	$0.50 per foot

Checks should be made out to *City of Wichita* and submitted to the City Engineer along with preliminary plans.

Recorded Easements

Easements are to be recorded at Sedgwick County Courthouse and the original is to be provided to the City Engineer prior to approval of the Final Plans.

Inspection Arrangements

All Private Projects must be inspected and certified by a professional engineering firm, with a professional engineer licensed in the state of Kansas, with the exception of water line taps and valve operations, which are performed by City staff. Inspection arrangements are the responsibility of the Consultant Engineer, but it may be delegated to the Contractor to make arrangements. Inspection services shall be performed in accordance with the City of Wichita Standard Specifications available on the City's website in the Public Works section.

Testing

The Consultant Engineer (or the designated inspecting firm) shall perform all inspection and testing services (including televising and air testing of sewers) and shall document and provide the City satisfactory documentation of all such activities.

Final Record Drawings

The Consultant Engineer (or the designated inspecting firm) shall document construction with Final Record drawings. Final Record (as-built) information may be added to the original .pdf or signed Mylar plans. Add information including the size, make, and reading of all meters. One .pdf (plus mylar for water) of Final Record plans shall be submitted along with the following number of 11x17 copies:

Water Lines	1
Sanitary Sewers	3
Stormwater/Drainage	1
Paving	1

When the Final Record drawings are submitted, the City Engineer's Inspector will perform a field check of all visible items.

Project Completion

Upon completion of a field check, the City Engineer will issue either a Certificate of Acceptance or a Defect Notice. Once the City Engineer has been notified that defects have been corrected, another field check will be performed. Warranties shall begin on the date the City issues the Certificate of Acceptance.

Contractor Responsibilities

Bonds

Bonds are filed by the Contractor on the 11th floor of the County Courthouse with City of Wichita Bond Forms.

The Performance and Maintenance Bond is required for 100% of the cost of the improvements in public right-of-way or easements, through and including the water vault, if applicable. The Performance Bond guarantees to the City the performance of the work as provided in the plans and specifications. The Maintenance provision is limited to 15% of the cost of the improvements. The Maintenance Bond guarantees to the City the correction of any defect on material or workmanship, latent in character, and not discernible at the time of final acceptance, and guarantees against any damage to such improvements by reason of settling of the ground base or foundation thereof.

The Statutory Bond is required for 100% of the cost of the improvement in public right-of-way or easements, through and including the water vault, if applicable. This bond guarantees to the State of Kansas the payment of all materials, labor, machinery, and damage to property or persons. This bond must be filed with the Clerk of the District Court in the Sedgwick County Courthouse ($36.00 filing fee made out to *Clerk of the District Court*) and the original receipt must be submitted to the City Engineer. KSA 60-1111 should be referenced somewhere on the bond.

Notification

The Contractor shall notify the Consultant Engineer and all property owners and/or tenants within 500 feet of the furthest extents of the project at least ten (10) working days prior to construction. Contractor shall notify affected property owners of any disruption of service at least 2 days in advance.

All "wet" taps on Public Mains shall be completed by Public Works & Utilities staff. No tap on the City main will be made until final plans have been approved and all bonding requirements are met. The current Fee Schedule is available on the City's website in the Water Utilities, Customer Service section.

Construction

The Contractor must have a signed set of plans on site during construction. Fire protection lines must be installed by a licensed Fire Sprinkler Contractor.

Street Cut Permits

For private construction projects that require cutting a street, curb, drive approach, or sidewalk, the Contractor will need to get a Street Cut Permit. The pavement will need to be replaced by the City's Contractor. Contact Linda Firsching at 268-4418 for Street Cut Permits and unit prices for pavement replacement.

Contacts:

Central Inspection Site Plans Examiner:
Paul Hays 268-4663

Tap Fees/Approved Materials:
Bryan Smith 268-4555

Water Line Plan Review:
Tim Davidson 268-4455

Sanitary/Drainage/Paving Plan Review:
Julianne Kallman 268-4236

Stormwater Management:
Scott Lindebak 268-4498
Tim Davidson 268-4498

Bonding Requirements/Field Inspections:
Tom Mason 268-4574

Street Cut Permits:
Linda Firsching 268-4418

Engineering's FTP Site Administrator:
Andy Smith 268-4275

Fire Department – Cpt. Schowalter 268-4441
Fire Department – Chief Bob Thompson 268-4441

www.wichita.gov
May 2011

Prepared and Printed by:
Department of Public Works & Utilities
Engineering Division

CITY OF WICHITA

Construction of Infrastructure Improvements By Private Contract

Water
•
Sanitary Sewer
•
Stormwater/Drainage
•
Paving

EXHIBIT J

LAND USE RESTRICTIONS

1. Adult Book and Video Stores
2. Community Correctional Phase I
3. Half-way Houses
4. Drug or Alcohol Rehabilitation Phase I
5. Used Car Lots
6. Multi-game, Casino-style Gambling Phase I
7. Commercial Billboards

EXHIBIT K

MAP OF RESTRICTED PROP0ERTY

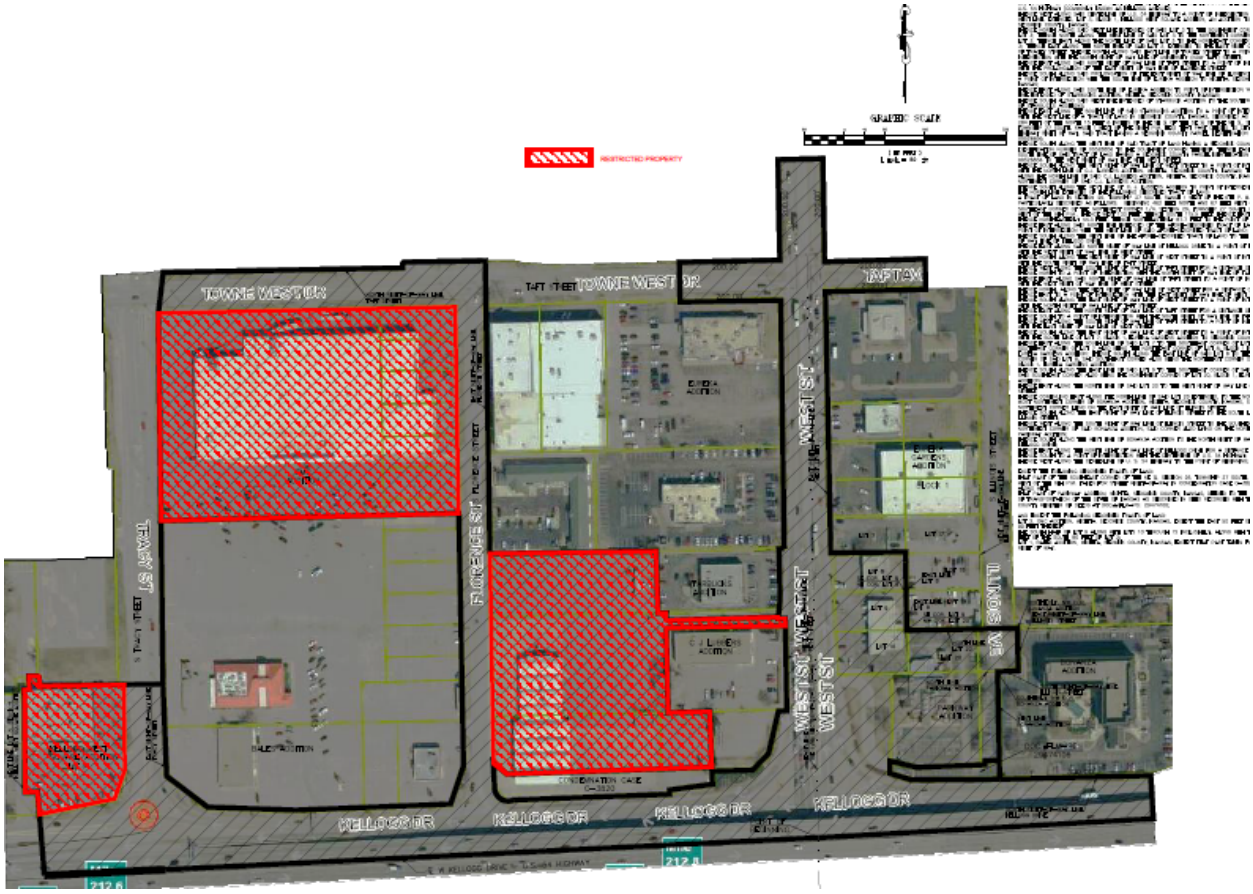

EXHIBIT L

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION OF DEVELOPER

The undersigned, _____ (the "**Developer**"), pursuant to that certain Development Agreement dated as of _____ _____, 20___, between the City of Wichita, Kansas (the "**City**") and the Developer (the "**Agreement**"), hereby certifies to the City as follows:

1. That as of _____, 20___, Phase ___ of the Project (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. Phase ___ of the Project has been completed in a good and workmanlike manner and the Public Infrastructure Improvements have been completed in a good and workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).

3. Lien waivers for the Public Infrastructure Improvements have been obtained.

4. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, certifying that Phase ___ of the Project has been substantially completed in accordance with the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to Phase ___ of the Project.

6. The City's acceptance (below) or the City's failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate of Substantial Completion to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period), and the recordation of this Certificate of Substantial Completion with the Sedgwick County Recorder of Deeds, shall evidence the satisfaction of the Developer's agreements and covenants to construct Phase ___ of the Project.

This Certificate of Substantial Completion shall be recorded in the office of the Sedgwick County Recorder of Deeds. This Certificate of Substantial Completion is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, _____.

_____

By:_____

Name:_____

Title:_____

ACCEPTED:

CITY OF WICHITA, KANSAS

By:_____

Name: _____

Title: _____

[Insert Notary Form(s) and Legal Description]

Agenda Item No. IV-2

City of Wichita
City Council Meeting
September 8, 2015

TO: Mayor and City Council

SUBJECT: Authorization of the Second Five Year Tax Exemption (Globe Engineering Company, Inc.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

RECOMMENDATION: Approve the second five-year property tax abatement.

BACKGROUND: On February 12, 2008, the Wichita City Council approved an Economic Development Tax Exemption for Globe Engineering Company, Inc. (Globe), located at 1539 S. Saint Paul in southwest Wichita. Under the City's Economic Development policy, Globe qualified for a 57% exemption on real property for a five-plus-five year basis. Globe has exceeded the projected capital investment and job creation and is requesting approval of the second five-year tax exemption.

ANALYSIS: Globe Engineering began in 1947 by making high chairs and booster seats, which later evolved into bending tubes for the aircraft industry. Globe has grown into a state-of-the-art company manufacturing complex aircraft and aerospace components. Its capabilities include tube-bending, hydro-forming, spinning, laser cutting, welding and heat treating. More than 67% of the company's production is exported outside of the State of Kansas.

Globe had 173 employees at the time of the expansion and projected adding nine new jobs over the next five years, bringing total employment to 182. The expansion project included construction of a 13,500 square foot building addition at a cost of $1,137,045 and purchase of additional machinery and equipment at $1,161,558.

Commitment	Performance
• Construction of building addition	Completed 13,500 square foot facility
• Purchase manufacturing equipment	Purchased equipment worth over $1,000,000
• Create nine new jobs in five years	Created 40 new jobs

Financial Considerations: Under the City's Economic Development Policy, the Company qualifies for a 57% ad valorem tax exemption for an additional five years.

A new cost/benefit analysis was conducted by the Center for Economic Development and Business Research at Wichita State University with the following ratio of benefits to costs:

City of Wichita	4.15 to 1
Sedgwick County	3.04 to 1
USD 259	1.75 to 1
State of Kansas	87.45 to 1

Legal Considerations: According to the Economic Development Incentive Agreement, approval of the second five-year tax exemption is at the discretion of the City Council.

Recommendations/Actions: It is recommended that City Council approve the second five-year 57% ad valorem tax exemption for Global Engineering Company, Inc.

Attachments: None

Agenda Item No. IV-3

City of Wichita
City Council Meeting
September 8, 2015

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: New Business

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 18 through September 20, 2015. 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 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 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.

RESOLUTION NO. 15-277

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 18 through September 20, 2015.

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 18 to 10:00 p.m. on Sunday, September 20, 2015, and with the consumption of alcoholic liquor allowed thereon from 5:00 p.m. to 11:00 p.m. on September 18, from 9:00 a.m. to 11:00 p.m. on September 19 and from 9:00 a.m. to 10:00 p.m. on September 20, 2015.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at 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 18, 2015 at 5:00 p.m. through September 20, 2015 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 8th day of September, 2015.

CITY OF WICHITA, KANSAS

By_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and
Director of Law

City of Wichita
City Council Meeting
September 8, 2015

TO: Mayor and City Council

SUBJECT: Change in Time for September 22, 2015 Meeting of City Council

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Take appropriate action as determined by the City Council.

Background: Currently, the September 22, 2015 meeting has been scheduled as a Consent Agenda/Workshop meeting. Due to travel schedules, a quorum will not be present at the regularly-scheduled meeting time on September 22, but would be available if the meeting were held during the evening of September 22.

Analysis: Section 2.04.180 and Section 2.04.200 of the Code of the City of Wichita govern the regular meeting schedule and workshop meetings of the City Council. Section 2.04.180 allows regular meetings to be held from time to time at such other times and locations within the city or to be scheduled as consent agenda/workshop meetings as determined at a prior meeting by a majority of the council members. Sec. 2.04.200 allows for the City Council to hold workshop meetings at such time and place as a majority (four) of the Council may determine. Such adjourned meetings shall be open to the press and to the public in accordance with the Kansas Open Meetings Act.

Financial Considerations: The cost of non-exempt staff time required for this meeting is covered by departmental budgets.

Legal Considerations: This action is authorized by Ordinance No. 47-858 and Ordinance 50-033 and the Law Department concurs that they authorize the City Council to change the meeting time.

Recommendation/Action: It is recommended that the City Council take appropriate action as determined by the City Council.

City of Wichita
City Council Meeting
September 8, 2015

TO: Mayor and City Council

SUBJECT: Storm Water Sewer Improvements to Serve Rockwood South 3rd Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petition and revised estimate, approve acceptance of the lowest bid, and adopt the amending resolution.

Background: On May 19, 2015, the City Council approved a petition for storm water sewer improvements to serve Rockwood South Third Addition. The project was bid for construction on July 31, 2015, with all bids exceeding the engineer's estimate. The developer has submitted a new petition with an increased budget. The signatures on the petition represent 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01.

Analysis: The project will provide storm water sewer improvements required for a new commercial development located north of Kellogg, west of Rock Road.

The lowest bid received for the project exceeded the engineer's estimate by more than $4,000. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City. A revised estimate has been prepared to reflect the increased cost of constructing the improvements.

Financial Considerations: The existing petition total is $20,000 and the revised petition total is $27,000. The funding source is special assessments.

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

Recommendations/Actions: It is recommended that the City Council approve the revised petition and revised estimate, approve acceptance of the lowest bid, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, revised petition, amending resolution, and bid summary.

WOODLAWN
WOODLAWN
LINCOLN
GOVERNOUR
ARMOUR
ROCK
TOWNE
EAST
SQUARE
N

Project Request

◯ CIP ◉ Non-CIP

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

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

ENGINEERING REFERENCE #: 468-85031

FUND: 480 Sewer Improvements N.I. SUBFUND: 485 Storm Drainage N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: 09/1/2015 REQUEST DATE:

PROJECT # : 485424 PROJECT TITLE: SWS 693 Rockwood South 3rd Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: SWS 693 Rockwood South 3rd Addition

OCA # : 751533 OCA TITLE: SWS 693 Rockwood South 3rd Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◯ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	$20,000.00	$7,000.00	$27,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$20,000.00	$7,000.00	$27,000.00

Expense Object Level 3			
2999 Contractuals	$20,000.00	$7,000.00	$27,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$20,000.00	$7,000.00	$27,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 08/6/15

DEPARTMENT HEAD: [illegible] DATE: 8/25/15

BUDGET OFFICER: Cheryl L Busada DATE: 8/6/15

CITY MANAGER: DATE:

SWS # 693
Revises 468-85031

RECEIVED
AUG 25 '15
CITY CLERK OFFICE

PETITION
STORM WATER SEWER IMPROVEMENTS – ROCKWOOD SOUTH THIRD ADDITION

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a storm water sewer, including appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **$27,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Parcel 2A & 2B; See ***Exhibit A*** attached hereto

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

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

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
VISION PARTNERS, LLC Laham Development Company, Manager, Amy J. Liebau, Corporate Counsel, Chief Operating Officer		Parcel 2A & 2B (see Exhibit A attached)
Amy J. Liebau	8/24/15	

****

THIS PETITION was filed in my office on August 25, 2015

Deputy City Clerk

[EXHIBIT A]

Rockwood Plaza Boundary Shift – NEW PARCEL 2A

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2 on an assumed bearing of S89°12'12"E, 321.05 feet, as described on DOC.#/FLM-PG: 29225359; thence S01°15'48"E, 225.24 feet; thence S88°44'12"W, 309.28 feet to a point on the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established; thence along said east right-of-way line, N05°32'18"W, 144.78 feet to the west line of said Lot 2; thence along said west line and said east right-of-way line, N01°55'21"W, 83.48 feet to the POINT OF BEGINNING.

CONTAINING: 71,772 square feet or 1.648 acres of land, more or less.

Subject to all covenants and agreements of record.

Rockwood Plaza Boundary Shift – NEW PARCEL 2B

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°55'21"E, 83.48 feet, as described on DOC.#/FLM-PG: 29225359; thence continuing along said east right-of-way line, S05°32'18"E, 144.78 feet to the POINT OF BEGINNING, thence N88°44'12"E, 309.28 feet; thence S01°15'48"E, 325.30 feet to a point on the common line of Parcel 2B and 2C as recorded on Lot Split DOC.#/FLM-PG: 29284965; thence along said common line, S88°44'12"W, 297.96 feet to a point on said east right-of-way line, as described; thence along said east right-of-way line for the remaining two courses, N01°56'50"W, 206.90 feet; thence N05°32'18"W, 118.75 feet to the POINT OF BEGINNING.

CONTAINING: 98,000 square feet or 2.250 acres of land, more or less.

Subject to all covenants and agreements of record.

WATER BID TABULATION SUMMARY

RQ540841

FB540140		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System 448-90672 (735531)	Group 1	$22,270.00	$20,203.00	$34,520.00	$24,856.00
Lateral 176, WIS Sewer 468-84792 (744394)	Group 2	$14,561.00	$13,658.00	$26,826.00	$15,360.00
Stormwater Sewer #693 468-85031 (751533)	Group 3	$12,320.00	$22,403.00	$32,810.00	$17,925.00
Rockwood South 3rd Addition	BID BOND				
	ADDENDA	2			
TOTAL		$49,151.00	56,264.00	94,156.00	58,141.00
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Merry Technology Inc.
Water Distribution System 448-90672 (735531)	Group 1	$22,270.00	$21,433.00	$22,712.00	$144,230.00
Lateral 176, WIS Sewer 468-84792 (744394)	Group 2	$14,561.00	$13,429.00	$13,938.00	$57,170.00
Stormwater Sewer #693 468-85031 (751533)	Group 3	$12,320.00	$27,236.00	$17,810.00	$42,100.00
Rockwood South 3rd Addition	BID BOND				
	ADDENDA	2			
TOTAL		$49,151.00	62,098.00	54,460.00	243,500.00
		Engineer's Construction Estimate	Dutton Construction and Plumbing LLC	Stannard Construction d/b/a WB Carter	
Water Distribution System 448-90672 (735531)	Group 1	$22,270.00	$14,542.00		
Lateral 176, WIS Sewer 468-84792 (744394)	Group 2	$14,561.00	$11,105.00		
Stormwater Sewer #693 468-85031 (751533)	Group 3	$12,320.00	$16,745.00		
Rockwood South 3rd Addition	BID BOND		X		
	ADDENDA	2	X		
TOTAL		$49,151.00	42,392.00		
		Engineer's Construction Estimate			
Water Distribution System 448-90672 (735531)	Group 1	$22,270.00			
Lateral 176, WIS Sewer 468-84792 (744394)	Group 2	$14,561.00			
Stormwater Sewer #693 468-85031 (751533)	Group 3	$12,320.00			
Rockwood South 3rd Addition	BID BOND				
	ADDENDA	2			
TOTAL		$49,151.00			

Award 9-1-15 subject to City Council approval of new Engineer's Estimate and Budget Authorization. Revised Engineer's Estimate $16,745.00 (Stormwater Sewer)

CHECKED BY: _____

REVIEWED BY: _____

751533

(Published in the ***Wichita Eagle***, on September 11, 2015)

RESOLUTION NO. 15-279

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER SEWER NO. 693 – ROCKWOOD SOUTH THIRD ADDITION/NORTH OF KELLOGG, WEST OF ROCK) (468-85031).

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore **by Resolution No. 15-240** of the City (the "Prior Resolution) authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Repealer**. The Prior Resolution is hereby repealed.

Section 2. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a storm water sewer, including appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Twenty-Seven Thousand Dollars ($27,000),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

ROCKWOOD SOUTH THIRD ADDITION
Parcel 2A and 2B; See ***Exhibit A*** attached hereto

(d) The method of assessment is: **equally per square foot**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 2*** of this Resolution.

Section 4. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 8, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

EXHIBIT A

Rockwood Plaza Boundary Shift
New Parcel 2A

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2 on an assumed bearing of S89°12’12”E, 321.05 feet, as described on DOC.#/FLM-PG: 29225359; thence S01°15’48”E, 225.24 feet; thence S88°44’12”W, 309.28 feet to a point on the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established; thence along said east right-of-way line, N05°32’18”W, 144.78 feet to the west line of said Lot 2; thence along said west line and said east right-of-way line, N01°55’21”W, 83.48 feet to the POINT OF BEGINNING.

CONTAINING: 71,772 square feet or 1.648 acres of land more or less.

Subject to all covenants and agreements of record.

Rockwood Plaza Boundary Shift
New Parcel 2B

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°55’21”E, 83.48 feet, as described on DOC.#/FLM-PG: 29225359; thence continuing along said east right-of-way line, S05°32’18”E, 144.78 feet to the POINT OF BEGINNING, thence N88°44’12”E, 309.28 feet; thence S01°15’48”E, 325.30 feet to a point on the common line of Parcel 2B and 2C as recorded on Lot Split DOC.#/FLM-PG: 29284965; thence along said common line, S88°44’12”W, 297.96 feet to a point on said east right-of-way line, as described; thence along said east right-of-way line for the remaining two courses, N01°56’50”W, 206.90 feet; thence N05°32’18”W, 118.75 feet to the POINT OF BEGINNGING.

CONTAINING: 98,000 square feet or 2.250 acres of land, more or less.

Subject to all covenants and agreements of record.

751533

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER SEWER NO. 693 – ROCKWOOD SOUTH THIRD ADDITION/NORTH OF KELLOGG, WEST OF ROCK) (468-85031).

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore **by Resolution No. 15-240** of the City (the "Prior Resolution) authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a storm water sewer, including appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Twenty-Seven Thousand Dollars ($27,000),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

ROCKWOOD SOUTH THIRD ADDITION
Parcel 2A and 2B; See ***Exhibit A*** attached hereto

(d) The method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

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Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 2*** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
for Jennifer Magaña, City Attorney and Director of Law

EXHIBIT A

Rockwood Plaza Boundary Shift
New Parcel 2A

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BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2 on an assumed bearing of S89°12'12"E, 321.05 feet, as described on DOC.#/FLM-PG: 29225359; thence S01°15'48"E, 225.24 feet; thence S88°44'12"W, 309.28 feet to a point on the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established; thence along said east right-of-way line, N05°32'18"W, 144.78 feet to the west line of said Lot 2; thence along said west line and said east right-of-way line, N01°55'21"W, 83.48 feet to the POINT OF BEGINNING.

CONTAINING: 71,772 square feet or 1.648 acres of land more or less.

Subject to all covenants and agreements of record.

Rockwood Plaza Boundary Shift
New Parcel 2B

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°55'21"E, 83.48 feet, as described on DOC.#/FLM-PG: 29225359; thence continuing along said east right-of-way line, S05°32'18"E, 144.78 feet to the POINT OF BEGINNING, thence N88°44'12"E, 309.28 feet; thence S01°15'48"E, 325.30 feet to a point on the common line of Parcel 2B and 2C as recorded on Lot Split DOC.#/FLM-PG: 29284965; thence along said common line, S88°44'12"W, 297.96 feet to a point on said east right-of-way line, as described; thence along said east right-of-way line for the remaining two courses, N01°56'50"W, 206.90 feet; thence N05°32'18"W, 118.75 feet to the POINT OF BEGINNGING.

CONTAINING: 98,000 square feet or 2.250 acres of land, more or less.

Subject to all covenants and agreements of record.

Agenda Item No. II-4a

City of Wichita
City Council Meeting
September 8, 2015

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 18, 2015 6:00 am – September 20, 2015 11:30 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: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring 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
September 8, 2015

TO: Mayor and City Council

SUBJECT: Community Events – 2015 Food Trucks at the Fountains (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Kary Taylor, is coordinating the 2015 Food Trucks at the Fountains event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2015 Food Trucks at the Fountains September 27, 2015 10:00 am – 4:00 pm

- Water Street, Dewey Street to Waterman Street.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. II-4c

City of Wichita
City Council Meeting
September 8, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Adult Night Food Trucks at the Fountains (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Jodi Palacios is coordinating the Adult Night Food Trucks at the Fountains event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Adult Night Food Trucks at the Fountains September 18, 2015 5:00 pm – 10:00 pm

- Water Street, Dewey Street to Waterman Street.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. II-4d

City of Wichita
City Council Meeting
September 8, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Old Town 10K (Districts I, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter John Muri, Wichita Running Company, is coordinating the Old Town 10K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Old Town 10K September 20, 2015 7:00 am – 11:00 am

- Rock Island Street, First Street to Waterman Street
- Waterman Street, Rock Island Street to McLean Boulevard
- McLean Boulevard, Lincoln Street to Fist Street
- First Street, Waco Avenue to McLean Boulevard
- Waco Avenue, Central Street to Second Street
- Second Street, Waco Avenue to Central Avenue
- Central Avenue, Nims Street to Stackman Boulevard
- Stackman Boulevard, Nims Street to Murdock Avenue
- Murdock Avenue, Stackman Boulevard to Waco Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring 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-4e

City of Wichita
City Council Meeting
September 8, 2015

TO: Mayor and City Council

SUBJECT: Community Events – 2015 Wichita Wagonmasters Chili Cookoff (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Aaron Snook, Wichita Wagonmasters, is coordinating the 2015 Wichita Wagonmasters Chili Cookoff with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2015 Wichita Wagonmasters Chili Cookoff September 26, 2015 5:00 am – 6:00 pm

- Douglas Avenue, Emporia Avenue to Mead Street
- Emporia Avenue, First Street to East William Street
- St. Francis Street, East William Street to First Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring 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.

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
AUGUST 2015

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Actuarial Consulting Services for Wichita Employees Retirement Systems and Police and Fire Retirement Systems	8/31/2015	Cavanaugh MacDonald Consulting, LLC	Finance	9/1/2013 - 8/31/2014	2 - 1 year options
Applicant Tracking Software System (Electronic)	8/31/2015	GovernmentJobs.com.Inc.dba NEOGOV	Human Resources	9/1/2009 - 8/31/2010	Last option
Auditing Services	8/31/2016	Allen, Gibbs & Houlik LC	Finance	9/1/2013 - 8/31/2014	2 - 1 year options
Delinquent Account Collections	8/31/2016	Professional Finance Company, Inc.	Finance Dept., Public Works & Utilities Dept. & Housing Services	9/1/2012 - 8/31/2013	Last option
Electrical Repairs	8/31/2015	Shelley Electric, Inc.	Various	9/1/2012 - 8/31/2013	Last option
Fire Sprinkler Systems Testing	8/31/2016	Simplex Grinnell, LP	Public Works & Utilities	9/1/2014 - 8/31/2015	1 - 1 year option
Fire Systems Inspection to Halon 1301	8/31/2016	Kansas Fire Equipment Company, Inc.	Public Works & Utilities	9/1/2014 - 8/31/2015	1 - 1 year option
HVAC Equipment	8/31/2016	Flegler Investment Company, Inc. dba Amsco Supply	Housing and Community Services	9/23/2014 - 11/30/2015	1 - 1 year option
Lime Sludge Residuals Removal - Liquid	8/31/2016	AG Services, Inc.	Public Works & Utilities	8/3/2011 - 8/31/2012	Last option
Paper Products, Groups 1, 6 & 8	8/31/2015	Southwest Paper Company, Inc.	Various	9/1/2013 - 8/31/2014	1 - 1 year option
Paper Products, Groups 2, 4 & 5	8/31/2016	Massco, Inc.	Various	9/1/2013 - 8/31/2014	Last option
Paper Products, Groups 3, 7, 9 and 10	8/31/2016	Lafe T Williams & Associates, Inc. dba Williams Janitorial Supply Warehouse	Various	9/1/2013 - 8/31/2014	Last option
Pre-Employment Physical Examinations and Substance Abuse Screens	8/31/2016	Via Christi Rehabilitation Hospital Inc. dba Via Christi Occupational and Immediate Care	Human Resources	9/1/2013 - 8/31/2014	2 - 1 year options
Scrap Metal	8/31/2016	Wichita Iron & Metal Inc.	Various	9/1/2014 - 8/31/2015	1 - 1 year option
Security System Components, Access Controls, Recorders On-Call Services for the Purchase, Installation and Maintenance for the City of Wichita Facilities	8/31/2015	Sandifer Engineering & Controls, Inc.	Public Works & Utilities	9/16/2014 - 8/31/2015	4 - 1 year options
Ultraviolet Light Replacement Equipment for Sewage Treatment Plant 2 Disinfection System and Cowskin Creek Water Quality Reclamation Facility	8/31/2016	Ray Lindsey Company	Public Works & Utilities	9/11/2012 - 8/31/2013	Annual basis
Uniforms - Airport Utility	8/31/2015	Industrial Uniform Co., LLC dba Logo Depot	Airport	8/28/2012 - 8/31/2013	Last option
Uniforms - Fire Department	8/31/2016	Baysinger Police Supply, Inc.	Fire Department	9/8/2014 - 8/31/2015	1 - 1 year option
Uniforms (for Public Works & Utilities, Various Water Divisions)	8/31/2015	Industrial Uniform Co., LLC dba Logo Depot	Public Works & Utilities	9/1/2012 - 8/31/2013	Last option

PROFESSIONAL CONTRACTS UNDER $50,000
AUGUST 2015

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Baughman Co.	PO540683	Engineering Consulting	4,200.00		
MKEC Engineering Inc.	PO540686	Engineering Consulting	32,110.00		
Baughman Co.	PO540698	Engineering Consulting	3,000.00		
Burns & McDonnell	PO540699	Engineering Consulting	23,969.00		
MKEC Engineering Inc.	PO540700	Engineering Consulting	37,862.00		
MKEC Engineering Inc.	PO540707	Engineering Consulting	11,462.00		
Baughman Co.	PO540709	Engineering Consulting	16,800.00		

ANNUAL MAINTENANCE CONTRACTS OVER $50,000
DIRECT PURCHASE ORDERS FOR AUGUST 2015

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Software House International (Shi)	PO540656	Software Maintenance/Support	$615,898.20		

City of Wichita
City Council Meeting
September 8, 2015

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments, Lot Clean Up (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

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

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to cleanup private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work and the MABCD bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the lot cleanup costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

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

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property List for Special Assessments and Ordinance.

PIN #	Geo Code #	Address / Location	Amount	District #
00100487	A 01221	1304 N Waco Ave	$765.40	6
00100572	A 01304	1304 N Fairview Ave	$881.75	6
00104076	A 04462	1212 N Larimer Ave	$786.57	6
00106434	A 06188	1018 S Wichita St	$445.00	3
00106590	A 06313	1353 S Main St	$1,227.80	3
00106709	A 06421	1343 S Water St	$477.02	3
00106823	A 06528	1335 S Wichita St	$392.00	3
00106827	A 06532	1336 S Waco Ave	$709.80	3
00107338	A 07009	1822 S Water St	$628.20	3
00109991	A 09056	1538 W Arizona Ave	$655.00	6
00112752	A 12722	3325 N Park Pl	$1,106.50	6
00114505	A 14416	850 W 33rd St N	$1,090.25	6
00120200	B 01617	1632 N Emporia Ave	$653.60	6
00121240	B 02578	357 N Pennsylvania Ave	$948.20	1
00121722	B 030090001	1015 E 9th St N	$860.68	1
00121723	B 030090002	1001 E 9th St N	$744.40	1
00121820	B 03107	V/L S of 825 N Ohio Ave	$1,497.79	1
00122153	B 03331	1108 N Cleveland Ave	$712.08	1
00122426	B 03564	1217 N Wabash Ave	$1,139.80	1
00122524	B 03658	1028 N Wabash Ave	$694.00	1
00122594	B 037060002	1648 N Pennsylvania Ave	$650.60	1
00122641	B 03727	1502 E 15th St N	$405.00	1
00123025	B 04028000B	1815 N Mathewson Ave	$1,539.74	1
00123903	B 04805	900 S Emporia Ave	$446.00	3
00124147	B 05013	914 E Harry St	$772.80	3
00124350	B 05211	1548 S Topeka Ave	$1,139.22	3
00124351	B 05212	1530 S Topeka Ave	$407.00	3
00124429	B 05283	1538 S Emporia Ave	$432.00	3
00124915	B 05723	1658 S Santa Fe Ave	$1,281.96	3
00125145	B 05908001A	1739 S Emporia Ave	$417.00	3
00126793	B 07222	627 S Laura Ave	$763.62	1
00127149	B 07533	1130 S Ida Ave	$1,269.40	1
00131710	B 11419	1416 E Fortuna St	$493.60	3
00131754	B 11455	1414 E Del Mar St	$429.20	3
00133088	B 13385	1607 E Idlewild St	$1,261.33	3
00135043	C 0027800UP	V/L E of 37th St N and Woodlawn	$1,247.01	2
00135165	C 003270001	301 N Spruce St	$639.20	1
00135596	C 00619	514 N Ash St	$556.40	1
00135793	C 007530002	2312 E 9th St N	$581.60	1
00135800	C 007540004	1038 N Spruce Ave	$486.20	1
00135902	C 008180001	1123 N Spruce Ave	$624.56	1
00135916	C 00828	1108 N Madison Ave	$466.55	1
00136171	C 010290001	1308 N Minneapolis Ave	$482.51	1
00136225	C 01073	1307 N Piatt Ave	$541.64	1

00136471	C 012230001	1658 N Spruce Ave	$535.50	1
00137252	C 01522001A	2047 N Minnesota Ave	$847.39	1
00138370	C 025050001	2518 E Mossman Ave	$548.00	1
00138888	C 02900	V/L S of 1145 N Volutsia Ave	$758.20	1
00139119	C 03108	1054 N Grove St	$443.40	1
00139144	C 03131	1055 N Green St	$447.60	3
00139274	C 03230	1658 N Erie Ave	$1,093.64	1
00140780	C 04589	1438 N Holyoke Ave	$743.03	1
00153798	C 09098	V/L N of 1251 N Grove Ave	$484.00	1
00160360	C 14397	1239 N Oliver Ave	$860.49	1
00163225	C 17454	5111 E Funston St	$338.60	3
00166327	C 20912	2709 E 24th St N	$586.80	1
00166462	C 21047	2361 N Poplar Ave	$596.00	1
00168043	C 22528	2512 S Twin Oaks Rd	$1,349.17	3
00172569	C 27134	8202 E Morningside Dr	$547.00	2
00175252	C 29890	V/L S of 3681 E Dunham Ave	$437.60	3
00199799	D 00934	155 N Exposition Ave	$405.00	6
00200257	D 013220001	133 N Glenn Ave	$1,137.49	6
00201025	D 02023	625 W Hendryx Ave	$1,205.00	4
00202119	D 02903	1928 S Meridian Ave	$692.86	4
00202139	D 029230001	1326 S Glenn Ave	$712.60	4
00203445	D 03803	227 S Saint Paul Ave	$442.33	4
00204826	D 04940	1747 S Euclid Ave	$1,370.64	4
00205394	D 05253	310 N Richmond Ave	$410.00	6
00205637	D 05459	253 N Exposition Ave	$410.00	6
00207828	D 069310001	2102 S Vine St	$523.40	4
00213508	D 12324	1621 W Crawford St	$878.51	4
00215017	D 13843	2409 S Osage Ave	$1,232.60	4
00219059	D 17839	2321 W 34th St S	$1,148.20	4
00219681	D 18388	730 N Eisenhower Ave	$555.00	5
00235955	D 34465	10014 W Esthner St	$284.00	4
00240851	D 38600	330 S Shefford Ave	$685.60	4
00241130	D 38864	600 S Holland Ln	$693.80	4
00549111	D 60330	V/L E of 10910 W Atlanta Cir	$666.64	4
00549127	D 60346	V/L W of 2515 S Lark St	$666.64	4
		Total	$58,486.71	

239062 **6 Affidavits**
6732 A86331 1616

Published in the Wichita Eagle on <u>September 18, 2015</u>

ORDINANCE NO. 50-078

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOT 1203 & S 1/2 LOT 1205 WACO AVE. LEWELLEN ADD.	765.40
N 16 2/3 FT LOT 1203 & S 16 2/3 FT LOT 1205 WICHITA ST. LEWELLEN'S 2ND. ADD.	881.75
LOTS 1109-1111 LARIMER AVE. GREIFFENSTEINS 11TH ADD	786.57
LOTS 54-56 WICHITA ST. KELSCH 2ND. ADD.	445.00
S 5 FT LOT 79 & N 25 FT LOT 81 MAIN ST. FITZGERALD'S ADD.	1227.80
LOTS 81-83 & N 19 FT LOT 85 WATER ST. FEGTLY'S ADD.	477.02
LOTS 22-24 BLOCK 6 FRED BALDWIN'S ADD.	392.00
LOTS 21-23 BLOCK 6 FRED BALDWIN ADD.	709.80
LOTS 113-115 WATER ST. ENGLISH'S 7TH. ADD.	628.20
LOT 10 EXC E 25 FT BLOCK 4 RIVERSIDE RANCH ADD.	655.00
LOTS 42-43-44 BLOCK 13 JONES PARK ADD.	1106.50
W 79.15 FT E 554.08 S 250 FT LOT 21WALNUT GROVE ADD.	1090.25
LOTS 131-133 EMPORIA ST EAGLE ADD	653.60
LOT 48 PENNSYLVANIA AVE. MATHEWSON'S 4TH. ADD.	948.20
E 44.11 FT OF LOTS 2-4-6-8 WASHINGTON AVE. MOORE'S ADD.	860.68
W 27.42 FT LOTS 2-4-6-8 WASHINGTON AVE. MOORE'S ADD.	744.40
LOTS 2-4-6-8 & 7 FT ALLEY ADJ TO S LI LOT 2 OHIO AVE. ELLIOTT & HAMMOND'S ADD.	1497.79
LOTS 55-57 CLEVELAND AVE. GETTO'S ADD.	712.08
LOTS 81-83 WABASH AVE. BURLEIGH'S 3RD. ADD.	1139.80
LOTS 26-28-30 & S1/2 LOT 32 WABASH ADD.	694.00
N 40 FT LOT 53 & S 10 FT LOT 55 PENNSYLVANIA AVE VAC SPRING GROVE 2ND. ADD.	650.60
LOTS 42-44 & VAC 5 FT ADJ ON S & 1/2 VAC ALLEY ADJ ON N 15TH ST IN VAC. SPRING GROVE 2ND. ADD.	405.00

LOTS 15-17 MATHEWSON AVE. D. W. JONES ADD.	1539.74
S 8 FT E1/2 LOT 76 & W1/2 LOTS 74 & 76 BLOCK 13 ORME & PHILLIPS ADDITION	446.00
E 60.75 FT W 1/2 LOT 12 BLOCK 5 PERRY'S ADD.	772.80
S 38 FT N 76 FT W 1/2 LOT 13 ZIMMERLY'S ADD.	1139.22
N 64 FT W 1/2 LOT 14 ZIMMERLY'S ADD.	407.00
N 64 FT W1/2 LOT 32 ZIMMERLY'S ADD.	432.00
LOTS 46-48 BLOCK 3 ALLEN & SMITH'S ADD.	1281.96
LOTS 13-15 BLOCK 2 WILSON'S ADD.	417.00
LOTS 34-36 LAURA AVE. WOLLMAN'S ADD.	763.62
LOTS 5-7 IDA AVE. MILTNER'S 2ND. ADD.	1269.40
E 45 FT LOT 11 & W 14 FT LOT 10 BLOCK 10 RAINBOW 1ST. ADD.	493.60
W 14 FT LOT 10 & E 45 FT LOT 11 BLOCK 12 RAINBOW FIRST ADD.	429.20
LOT 2 BLOCK A PINEWOOD ESTATES ADD.	1261.33
BEG 980 FT E OF SW COR SW1/4 NWLY 804.62 FT TO S LI RES B NORTHBROOK ADD ELY 380.67 FT M-L TO E LI W1/2 SW1/4 ELY 74.33 FT SELY 235 FT SLY 675.13 FT W 415 FT TO BEG SEC 30-26-2E	1247.01
PT LOTS 22-24 BEG 32 FT E NW COR LOT 22 E 20 FT S 36 FT SELY 11.15 FT TO PT 4 FT N & 77 FT W SE COR LOT 22 E 77 FT S TO N LI 2ND. ST. W 87 FT N TO PT 46 FT S OF N LI LOT 22 W 15 FT N 46 FT TO BEG BUSCH'S SUB	639.20
LOTS 6-8 ASH ST. STITES BROS. 2ND. ADD.	556.40
E 17 FT LOT 5 ALL LOT 6 & W 12 FT LOT 7 WARE'S SUB.	581.60

SECTION 2. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

Legal of Parcel in Benefit District	**Assessment**
N 13 FT LOT 28 ALL LOT 30 & S 15 FTLOT 32 WARE'S SUB.	486.20
LOTS 29-31 TENTH ST. ADD.	624.56
LOTS 38-40 TENTH ST. ADD.	466.55
LOTS 106-107 ROSENTHAL'S 2ND. ADD.	482.51
LOTS 224-225 ROSENTHAL'S 2ND. ADD.	541.64
W 65 FT LOTS 48-50 SPRUCE ST. LOGAN ADD.	535.50
LOTS 57-59 MINNESOTA AVE. PARKVIEW ADD.	847.39
E 52 FT W 78 FT S 1/2 LOT 7 FRISCO NOW 9TH. ST. MOSSMAN'S ADD.	548.00
LOTS 111-113 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	758.20
LOTS 43-45 BLOCK 1 ESTERBROOK PARK ADD.	443.40
LOTS 42-44 BLOCK 2 ESTERBROOK PARK ADD.	447.60
LOTS 46-48 ERIE AVE. WOODRIDGE PLACE ADD.	1093.64
LOTS 160-162 HOLYOKE AVE. FAIRMOUNT ADD.	743.03
LOTS 1-3 BISHOP ADD.	484.00
LOTS 9-10 BLOCK 8 COUNTRY CLUB HEIGHTS ADD.	860.49
LOT 2 BLOCK 3 BUILDERS 3RD. ADD.	338.60
LOT 2 & W 1.5 FT LOT 3 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	586.80
LOT 2 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	596.00

LOT 6 REPLAT OF PT OF BLOCK 3 PAWNEE RANCH ADDITION	1349.17
LOT 1 BLOCK 12 BONNIE BRAE ADD.	547.00
LOT 24 BLOCK J PLANEVIEW SUB. NO. 2	437.60
LOT 21 GRAND NOW FIRST MARTINSON'S 2ND. ADD.	405.00
LOTS 11-12 & N1/2 LOT 13 BLOCK 7 MARTINSON'S 7TH. ADD.	1137.49
LOTS 112-114-116 HENDRYX GLENDALE ADD.	1205.00
LOTS 21-23-25 EXC W 10 FT FOR ST CCA-53868 & EXC E 10 FT W 20 FT LOTS 21-23-25 BLOCK P SOUTH UNIVERSITY PLACE ADDITION	692.86
LOTS 27-29-31 BLOCK A SHEARMAN'S ADD.	712.60
LOTS 56-58 SMITHSON NOW ST PAUL AVE SMITHSON'S SUB	442.33
LOTS 39-41 BLOCK 3 GILLESPIE GROVE ADD	1370.64
LOTS 38-40 BLOCK 28 J O DAVIDSON'S 2ND. ADD.	410.00
LOTS 7-9 BLOCK 2 MARTINSON'S 8TH. ADD.	410.00
N 34.02 FT LOT 12 & S 15.98 FT LOT 13 MAYFIELD ADD.	523.40
LOT 2 BLOCK B REPLAT OF SOWERS GARDENS	878.51
LOT 17 BLOCK 3 LEONARD POWELL ADD.	1232.60
LOT 14 & E 7 1/2 FT LOT 15 HATCHER-GOMEZ ADD.	1148.20
W 136 FT LOT 8 BLOCK B WEST CENTRAL GARDENS ADD.	555.00
LOT 29 BLOCK 3 PRAIRIE PARK 2ND. ADD.	284.00
LOT 4 BLOCK 5 WEST MILLBROOK 2ND. ADD.	685.60
LOT 8 BLOCK B RIDGE PLAZA 8TH. ADD.	693.80
LOT 4 BLOCK A SOUTHERN RIDGE 2ND ADD	666.64
LOT 20 BLOCK A SOUTHERN RIDGE 2ND ADD	666.64

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **15th day of September, 2015**.

_____

Jeff Longwell, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____

Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
September 8, 2015

TO: Mayor and City Council

SUBJECT: Westar Relocation Agreement for Central, 119th to 135th Street (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the increased expenditure.

Background: On November 20, 2012, a relocation agreement with Westar Energy was approved for the Central, 119th to 135th Street project. The improvements required the relocation of electrical transmission poles located in private easement, which made the City responsible for the cost.

Analysis: The agreement provides that any additional cost beyond the original estimate would be agreed upon by both parties and brought back to the City Council for approval. Westar Energy has submitted the final costs, which are higher than the original estimated amounts for the relocation. The increase in the actual cost over the original estimate is due to higher than estimated construction costs and timing of the project causing Westar Energy to proceed with relocation based on preliminary design information in order to meet federal regulations.

Financial Considerations: The original estimated cost for the relocation work was $248,280. Westar Energy has reported that the final cost is $300,849, which is an increase of $52,569. Funding is available in the existing budget, which was approved by the City Council on September 25, 2012, and is funded by general obligation bonds and federal grants.

Legal Considerations: The Law Department reviewed and approved the relocation agreement as to form on November 20, 2012.

Recommendation/Action: It is recommended that the City Council approve the increased expenditure in compliance with the approved contract.

Attachment: Invoice.

Westar Energy®

CITY OF WICHITA: ATTN: SHAWN MELLIES
455 N MAIN ST 7TH FL
WICHITA KS 67202-1600

Customer Number:	0000010404
Invoice Date:	08/04/2015
Invoice Number:	0000103642
Incident Date:	
Total Amount Due:	$300,848.50

Line 138.22A City of Wichita. Relocate poles for the City of Wichita bridge work at 135th & Central.
Line 138.22A Cowskin-Centennial. A portion of the 138kV rebuild due to City of Wichita improvements.

Line 138.22A City of Wichita 135th & Central	$300,000.00
Line 138.22A City of Wichita Cowskin - Centennial	$848.50
Sales Tax	$0.00
Total Due	$300,848.50

Please Remit To:

Westar Energy, Inc.
Remittance Processing
P.O. Box 889
Topeka, KS 66601

For billing questions, please call:
(785) 575-8102

Customer Number:	0000010404
Invoice Number:	0000103642
Invoice Date:	08/04/2015
Incident Date:	
Amount Due:	$300,848.50
Amount Paid:	
Payment Terms:	Net 30

Second Reading Ordinances for September 8, 2015 (first read on September 1, 2015)

A. <u>Public Hearing on the Establishment of the Kellogg and Ridge Community Improvement District.</u>

ORDINANCE NO. 50-072

AN ORDINANCE OF THE CITY OF WICHITA ESTABLISHING THE KELLOGG AND RIDGE COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 2.00% CID SALES TAX AND PROVIDING FOR THE METHOD OF FINANCING THE SAME.

B. <u>CUP2015-00015 and ZON2015-00029 Creation of the Estancia Commercial Community Unit Plan DP-337 and Zone Change From the Limited Commercial and SF-5 Single Family Residential (Orginally SR-20 Single-Family Residential) Districts to the SR-5 Single-Family, Limited Commercial and General Commercial Zoning Districts.</u>

ORDINANCE NO. 50-074

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>ZON2015-00027 City Zone Change from Planned Unit Development to General Office on Property Located East of Hillside Avenue, North of Douglas Avenue, East of Rutan Avenue on the South Side of Victor Place.</u>

ORDINANCE NO. 50-075

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

D. <u>Ordinance for Intelligent Transportation Study.</u>

ORDINANCE NO. 50-077

A HOME RULE ORDINANCE OF THE CITY OF WICHITA, KANSAS AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PROVIDE FUNDS TO FINANCE THE INTELLIGENT TRANSPORTATION STUDY - TRAFFIC SIGNAL IMPROVEMENT PROJECT WITHIN THE CITY.

F. <u>SUB2015-00017 Plat of Cadillac Lake Addition Located on the Southeast Corner of Maize Road and 29th Street North.</u>

ORDINANCE NO. 50-076

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

Agenda Item No. II-11

City of Wichita
City Council Meeting
September 8, 2015

TO: Mayor and City Council

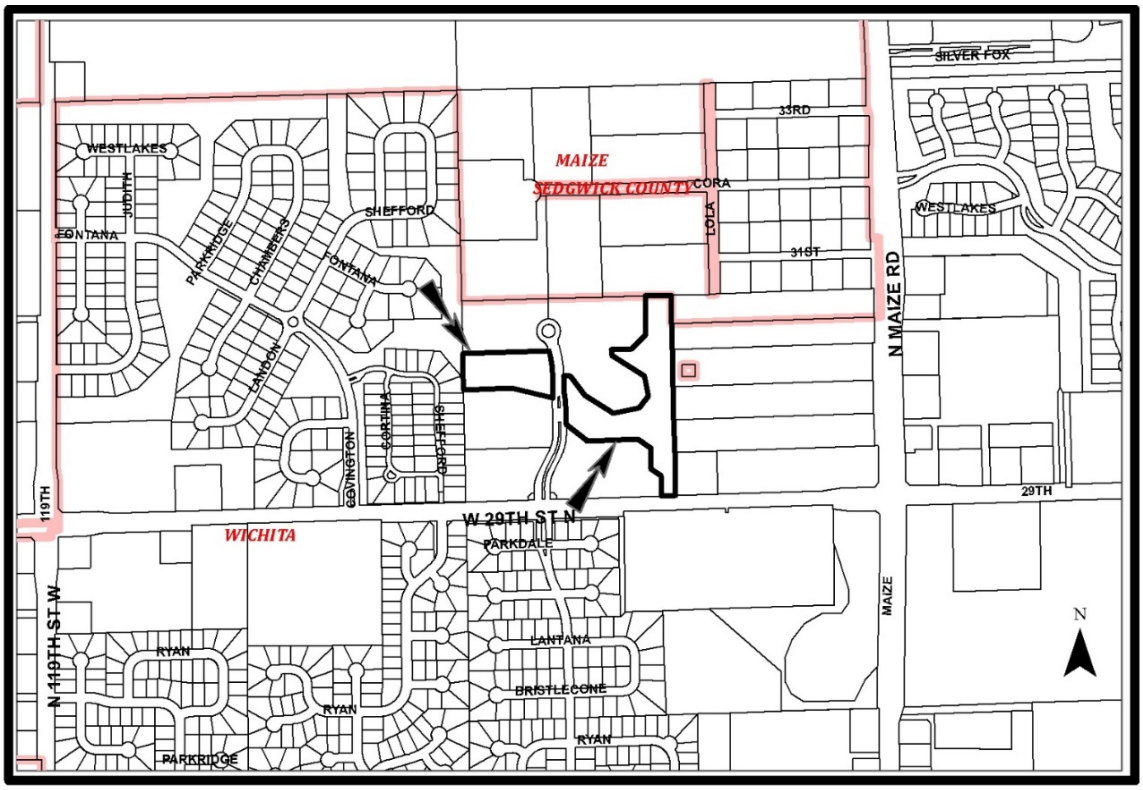
SUBJECT: VAC2015-00024 - Request to Vacate the Plattor's Text to Amend the Uses Allowed in Platted Reserves on Property Generally Located West of Maize Road on the North Side of 29th Street North, on the East and West Sides of North Parkdale Circle (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (13-0).



Background: The applicant is requesting the vacation of the plattor's text to amend the uses allowed in platted Reserves A and B, New Market Office 2nd Addition. Per the plattor's text Reserves A and B are for the construction and maintenance of drainage, lakes, landscaping, sidewalks and utilities confined to easements. The vacation request will allow open space, recreation and signage, while retaining those uses as described in the plattor's text. Stormwater has inlets, conduit, outfalls, detention basins and other equipment located in both of these reserves. There are no franchised utilities located within the platted reserves outside of the easements located with said reserves. Per the plattor's text the reserves are owned and maintained by an owners association; this will not change. The New Market Office 2nd Addition was recorded May 19, 2011.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

Attachment:

- Vacation Order

BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A PLATTOR'S TEXT TO AMEND THE USES ALLOWED IN PLATTED RESERVES	)	
GENERALLY LOCATED WEST OF MAIZE ROAD ON THE NORTH SIDE OF 29TH STREET NORTH	)	**VAC2015-00024**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 8th day of September, 2015, comes on for hearing the petition for vacation filed by Newmarket Office LLC, c/o David Hambrick (owner), praying for the vacation of the following described plattor's text to amend the uses allowed in the described platted reserves, to-wit:

Vacate the plattor's text for platted Reserves A and B, New Market Office 2nd Addition to allow construction and maintenance of drainage, lakes, landscaping, sidewalks, utilities confined to easements, open space, recreation and signage.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on June 18, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the plattor's text to amend the uses allowed in the described platted reserves and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described plattor's text to amend the uses allowed in the described platted reserves, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 8th day of September, 2015, ordered that the above-described plattor's text to amend the uses allowed in the described platted reserves is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

Agenda Item No. II-11

City of Wichita
City Council Meeting
September 8, 2015

TO: Mayor and City Council

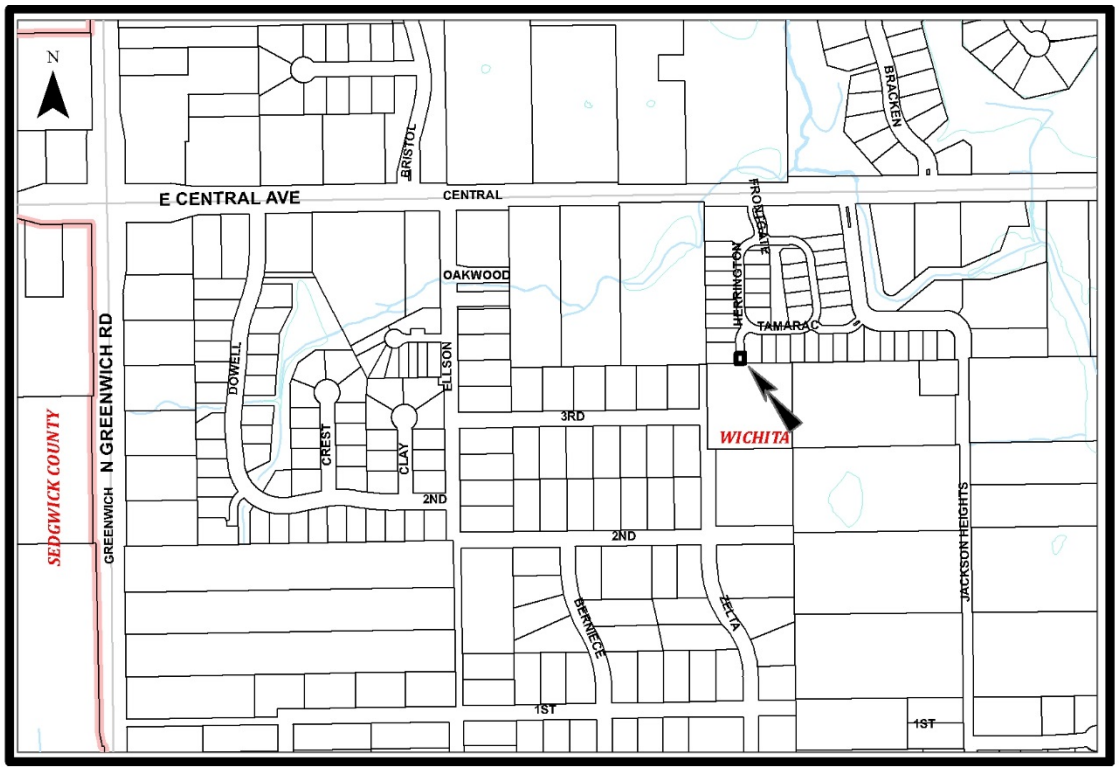
SUBJECT: VAC2015-00026 - Request to Vacate Plattor's Text to Amend the Uses Allowed in a Platted Reserve on Property Generally Located Mid-Way Between Greenwich Road and 127th Street East, South of Central Avenue, at the End of Herrington Circle (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (12-0).



Background: The applicant is requesting the vacation of the plattor's text to amend the uses allowed in the platted Reserve D, Frontgate Addition. Per the plattor's text Reserve D is reserved for open space, landscaping, drainage purposes, utilities confined to easements and walls confined to easements. The vacation request will allow private driveways and/or access serving Lots 8 and 9, Block A, Frontgate Addition, while retaining those uses as described in the plattor's text. The reserve is located between Lots 8 and 9, along their south half, and at the south end of the Harrington Circle public street right-of-way. Stormwater has an inlet and conduit located in a 20-foot wide, east-west platted drainage and utility easement located in the reserve. Per the plattor's text the reserves are owned and maintained by an owners association; this will not change. The Frontgate Homeowners Association has signed the vacation application. The Frontgate Addition was recorded June 1, 2002.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

Attachment:

- Vacation Order

BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A PLATTOR'S TEXT TO AMEND THE USES ALLOWED IN A PLATTED RESERVE	)	
GENERALLY LOCATED MIDWAY BETWEEN GREENWICH ROAD & 127TH STREET EAST, SOUTH OF CENTRAL AVENUE, AT THE END OF HARRINGTON CIRCLE	)	**VAC2015-00026**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 8th day of September, 2015, comes on for hearing the petition for vacation filed by the Frontgate Homeowners Association, c/o Ben Hutton (owner), praying for the vacation of the following described plattor's text to amend the uses allowed in the described platted reserve, to-wit:

Vacate the plattor's text for platted Reserve D, Frontgate Addition to allow open space, landscaping, drainage purposes, utilities confined to easements, walls confined to easements, private driveways and/or access serving Lots 8 and 9, Block A, Frontgate Addition.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on July 2, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the plattor's text to amend the uses allowed in the described platted reserve and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described plattor's text to amend the uses allowed in the described platted reserve, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 8th day of September, 2015, ordered that the above-described plattor's text to amend the uses allowed in the described platted reserve is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

Agenda Item No. II-12

City of Wichita
City Council Meeting
September 8, 2015

TO: Mayor and City Council

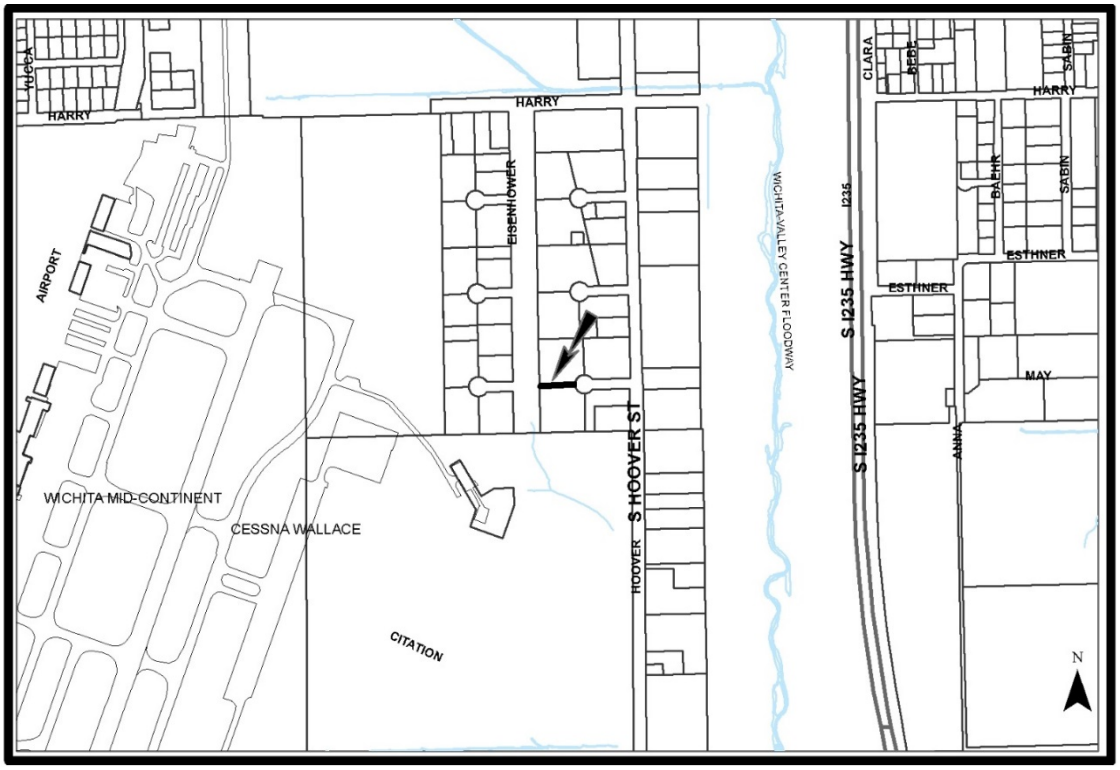
SUBJECT: VAC2015-00029 - Request to Vacate a Drainage Easement Dedicated by Separate Instrument on Property Generally Located South of Harry Street, West of Hoover Road, on the West Side of Hoover Court (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (10-0-1).



Background: The applicant proposes to vacate the east-west 20-foot drainage easement dedicated by separate instrument located on the common lot line of Lots 8 and 9, Block 2, Airport Industrial Park Addition; Film 2093 - Page 185. There is stormwater equipment located in the subject easement. Public Works has approved the applicant's private project to relocate stormwater equipment; 0320 PPD (607861). The applicant has recorded a stormwater easement dedicated by separate instrument at the Sedgwick County Register of Deeds to cover the relocated stormwater equipment; June 24, 2015; Film - Page: 29536270. The Airport Industrial Park Addition was recorded December 18, 1964.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (10-0-1) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

Attachment:

- Vacation Order

BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A DRAINAGE EASEMENT DEDICATED BY SEPARATE INSTRUMENT	)	
GENERALLY LOCATED SOUTH OF HARRY STREET, WEST OF HOOVER ROAD, ON THE WEST SIDE OF HOOVER COURT	)	**VAC2015-00029**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 8th day of September, 2015, comes on for hearing the petition for vacation filed by Contrail Development LLC, (owner), praying for the vacation of the following described portion drainage easement dedicated by separate instrument, to-wit:

Drainage Easement, Film-2093/ Page-0185, recorded September 19, 2000, described as a 20' wide tract of land centered on the lot line common to Lots 8 and 9, Block 2, Airport Industrial Park, to Wichita, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on July 16, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described drainage easement dedicated by separate instrument and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. A relocation of utilities has been approved by Public works as recorded on private project 0320 PPD (607861).

5. A storm water easement dedicated by separate instrument, has been recorded at the Sedgwick County Register of Deeds on June 24, 2015; Doc# Flm-Pg: 29536270.

6. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

7. The vacation of the described drainage easement dedicated by separate instrument, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 8th day of September, 2015, ordered that the above-described drainage easement dedicated by separate instrument is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law