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REVISION:
ADDITION OF ITEM II-29 WAA BOARD OF BIDS
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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. September 10, 2013

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on August 27, 2013

AWARDS AND PROCLAMATIONS

-- Proclamations:

WIN Neighborhood University Day
National Alcohol and Drug Addiction Recovery Month
Wichita Wagonmasters Chili Cook-off Day

-- Service Awards:

David R. Martin
Thanh V. Pham

I. PUBLIC AGENDA

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

1. Mary Dean - Faith Builders and the connection to the City.

2. Robert Garrett, Cowtown's board president - Thanking the City Council for their support of the Museum and outline a few recent successes.

3. Recil Robinson - Conceal and Carry sign and the Westbank property.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 29)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

1. NLC Services Line Warranty Program.
   (Deferred August 13, 2013)

   RECOMMENDED ACTION: Consider participation in this program.

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Issuance of Health Care Facility Revenue Bonds, Via Christi Health, Inc. (District V)

   RECOMMENDED ACTION: Close the public hearing and place on first reading the Ordinance authorizing the issuance of Health Care Facilities Revenue Bonds to Via Christi Health, Inc./Cornerstone Assisted Living, Inc., in an amount not-to-exceed $12,750,000 and approve the necessary signatures.

2. Approval of the Development Agreement for the K-96 Greenwich Star Bond Project. (District II)

   RECOMMENDED ACTION: Authorize the declaration of a public emergency and adopt the Home Rule Ordinance authorizing the execution of the Development Agreement, and amend the Capital Improvement Program.

3. 2012-2013 HUD Consolidated Plan Annual Performance and Evaluation Report.

   RECOMMENDED ACTION: Close the Public Hearing, approve the Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development.

4. Amendment to Section 1.04.070 of the Code of the City of Wichita Regarding Municipal Court Costs and Fees.

   RECOMMENDED ACTION: Place the ordinance on first reading.

5. Improvements to Georgia Avenue. (District III)

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

6. Petition for Sanitary Sewer to serve Park Meadow Estates Addition. (District II)

   RECOMMENDED ACTION: Approve the petitions, adopt the resolutions, and authorize the necessary signatures.

7. Tourism Business Improvement District.

   RECOMMENDED ACTION: Authorize the Mayor to establish and appoint an 11 member Tourism Business Improvement District Special Planning Committee and prepare recommendations for the boundaries, services to be provided, financial plan and other pertinent information related to the creation of a Tourism Business Improvement District.

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

1. CON2013-00015 – Conditional Use request to permit a Night Club in the City on LC Limited Commercial ("LC") zoned property; generally located north of Pawnee Avenue, on the southeast corner of Oliver Avenue and Blake Street. (District III)

   RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the Conditional Use, subject to the recommended conditions, and authorize the Mayor to sign the resolution (requires a simple majority vote to override the protest), or 2) Deny the Conditional Use request by making alternative findings, and override the MAPC's recommendation (requires a 2/3 majority vote to override the MAPC's recommendation), or 3) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (requires a simple majority vote).

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 29)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated September 9, 2013.

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

2. Applications for Licenses:

Renewal License	2013	Address
Valerie Washington	Xcitement Video	3909 West Pawnee

   RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2013	(Consumption on Premises)
Andres E Tovar	Tacos Y Mas**	552 South Oliver

Renewal	2013	(Consumption off Premises)
James Smith	Farmers Market Inc***	2901 North Broadway
Bao Tran	B & H Fast Trips***	2796 South Seneca

   Special Event

Special Event	***2013***	***Address***
Curtis Atterbury	***September 14, 2013***	***Normar Center 304 East 21st***

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

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

4. Preliminary Estimates:

   RECOMMENDED ACTION: Receive and file.

5. Consideration of Street Closures/Uses.
   a. Community Events - Blessed Sacrament Oktoberfest. (District II)
   b. Community Events - Nehemiah Project 2013. (District II)
   c. Community Events - Family and Friends Day. (District I)
   d. Community Events - 22nd Annual Frostbite Regatta. (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.

6. Design Services Agreement:
   a. Supplemental Design Agreement No. 2 for Improvements to 37th Street North, Broadway to Hydraulic. (District VI)

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

7. Minutes of Advisory Boards/Commissions

   Wichita Employees' Retirement System, July 17, 2013

   RECOMMENDED ACTION: Receive and file.

8. Request for an Extension of the Letter of Intent for Industrial Revenue Bonds, The Lux Building, LLC. (District VI)

   RECOMMENDED ACTION: Approve an extension to the Letter of Intent for Industrial Revenue Bonds to The Lux Building, LLC through April 2, 2014.

9. 2008 Fire Apparatus Replacement Program.

   RECOMMENDED ACTION: Adopt the amending resolution and authorize the necessary signatures.

10. Emergency Sanitary Sewer Repairs in Cessna Park. (District III)

    RECOMMENDED ACTION: Ratify the City Manager's emergency approval of the repairs and authorize the necessary signatures.

11. 2013 Biennial Bridge Inspections.

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

12. Reconstruction of 21st Street North Bridge at Derby Refinery. (District VI)

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

13. Reconstruction of Douglas Bridge at Linden. (District II)

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

14. Wichita Bicycle Wayfinding System Plan Grant Applications.

    RECOMMENDED ACTION: Adopt a resolution of support for the submission of the Kansas Health Foundation Recognition Grants and the Sunflower Foundation Sunflower Trails: Improvements to Existing Community Based Trails grant application; and authorize the submission of the applications.

15. Botanica Expansion Project. (District VI)

    RECOMMENDED ACTION: Adopt the amending resolution and authorize the necessary signatures.

16. 2012 Community Services Block Grant Budget Adjustment.

    RECOMMENDED ACTION: Approve the 2012 Community Services Block Grant (CSBG) budget adjustment and authorize the necessary signatures.

17. KDHE Watershed Restoration and Protection Strategy (WRAPS)Grant Application.

    RECOMMENDED ACTION: Approve the grant award and authorize the necessary signatures.

18. Payment for Settlement of Claim.

    RECOMMENDED ACTION: Authorize payment of $20,000 as full settlement of all possible claims arising out of the events which are the subject of this claim.

19. Revised Petition for Paving Improvements to Hoover Court. (District IV)

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

20. Second Reading Ordinances: (First Read August 27, 2013)

    RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

21. *PUD2012-00001 – Extension of time to complete the platting requirement for a City Planned Unit Development request from SF-5 Single-family Residential zoning to create PUD #37, the Nahola Planned Unit Development; generally located east of I-235, between Central and Murdock Avenues, and between Elder and Doris Streets. (District VI)

    RECOMMENDED ACTION: Approve an extension of the platting deadline to May 22, 2014.

22. *SUB2013-00022 -- Plat of Markland Addition located on the east side of Hoover, north of 31st Street South. (District IV)

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

23. *ZON2006-00008 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-Family Residential to LC Limited Commercial and GO General Office; generally located on the northeast corner of 29th Street North and 119th Street West, associated with CUP2006-07, DP296. (District V)

    RECOMMENDED ACTION: Approve an extension of the platting deadline to May 8, 2014.

24. *ZON2010-00028– Extension of time to complete the platting requirement for a zone change from SF 5 Single family Residential to LC Limited Commercial and OW Office Warehouse, generally located west of North Meridian Avenue and north of K-96. (CUP 2010-00016) (District VI)

    RECOMMENDED ACTION: Approve an extension of the platting deadline to September 21, 2013.

25. *VAC2012-00048 - Request to vacate a portion of a platted lot; generally located north of 21st Street North, east of 135th Street West, on the northeast side of Forest View Street. (District III – City of Wichita's 3-mile ring)

    RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

26. *VAC2013-00018 - Request to vacate a platted easement, on property generally located east of Ridge Road, south of 13th Street North, on the east side of North Shore Boulevard. (District V)

    RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

II. CONSENT HOUSING AGENDA ITEMS

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

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

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.

27. *Airport Advertising Contract - Wichita State University - Wichita Mid-Continent Airport.

    RECOMMENDED ACTION: Approve the agreement and authorize the Director of Airports to sign the agreement.

28. *Transportation Security Administration - Use of Space and Cost Reimbursement - Wichita Mid-Continent Airport.

    RECOMMENDED ACTION: Approve the license amendment and Other Transaction Agreement and ratify the actions of the Director of Airports to execute the documents.

29. *WAA Report of Board of Bids and Contracts dated September 9, 2013.

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

Agenda Item No. III-1

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: NLC Service Line Warranty Program (All Districts)

INITIATED BY: City Manager's Office

AGENDA: Unfinished Business

Recommendation: Staff recommends City Council consideration of this program.

Background: City staff and City Council Members have been approached by a representative of Utility Service Partners, Inc. (USP) and are being asked to consider participation in the National League of Cities (NLC) Service Line Warranty Program. The NLC Service Line Warranty Program, administered by USP, provides residential customers with affordable warranty protection for both water and sewer lines. This program is offered at no cost to the City and is an initiative of the National League of Cities.

Residents who have not set aside money to pay for an unexpected, expensive utility line repair have an opportunity to obtain a warranty that will provide repairs for a monthly fee, with no deductibles or service fees. The work is performed by licensed, City based plumbers who will call the customer within one hour of filing the claim. USP provides a personally staffed 24/7 repair hotline for residents, 365 days per year. Consumer warranty contracts are month-to-month and there is no cancellation fee for the resident should they decide to terminate participation.

Analysis: USP will cover the portion of the lateral water and sewer line that is the responsibility of the homeowner. Both warranty programs provide repair and replacement of broken or leaking lines, including cleanouts. The specifics of each warranty program are as follows:

- The Water Line Warranty provides for the repair or replacement of a single, buried, outside waterline that runs from the point of the utility connection to the foundation of the home. This warranty provides coverage of up to $4,000 for each water line repair plus an additional $500 for public sidewalk cutting if needed.
- The Sewer Line Warranty provides for the repair or replacement of a single, buried, outside sewer line that runs from the foundation of the home to the main line. This warranty provides coverage of up to $4,000 for each sewer line repair and an additional $4,000 per repair should the City make the homeowner responsible for the portion of the line that rests in the public right-of-way.

USP reports that the NLC Service Line Warranty Program has an average customer enrollment rate of 15% to 20% in year one. Typical residential participation rates range from 25% to 35% after several campaigns. This program has been adopted by over 175 cities nationwide.

Before USP offers the warranty program, it seeks the endorsement of the municipality. As part of the endorsement, cities are required to enter into a marketing agreement with USP. The agreement grants USP the ability to use its name and logo on letterhead and marketing materials that are sent to residents. The cost associated with marketing the program is the responsibility of USP and the City will have the ability to review and approve the marketing materials. The City will be held harmless from any loss, claim, liability, damage or expense associated with this program. Additionally, USP will compensate the City for its endorsement.

The City Council considered this program at its August 13, 2013 meeting. After hearing the presentation, comments from a representative of USP and from citizens, the City Council voted to defer the item. The Council requested the Board of Appeals of Plumbers and Gas Fitters review the program and make a recommendation. The Board met on September 4, 2013 and voted 4-0 to not support the Service Line Warranty Program. The following concerns were cited as reasons for the lack of support for this program.

- The plumbers were concerned that there is not a fair way to ensure that each contractor gets equal work. (A contractor from another city was present and reported that all of the work was being directed to the other contractor in the city.)
- Plumbing companies would be forced to work for below market wages or not be a part of the contract.
- Plumbers felt the City was "marketing" for this company and several noted that they would like the City to "market" for them if they offered a similar warranty program.
- The plumbers would be placed in the middle of a dispute between the warranty company and the customer.
- Plumbers noted that plumbers in other jurisdictions where this program is offered were scrutinized and instructed to do less expensive work (e.g. clean the line when the line needed to be replaced).

Financial Considerations: The cost to residential customers is $64.00 annually for the water service line warranty and $100 for the sewer service line warranty, subject to annual review and limited to increases of $.25 per month for the second and third years. The City may receive bonus payments based on penetration rates over the three year period ranging from zero to $25,000 per year. In addition, a percentage "royalty" is offered based upon customer participation (50 cents per household, per month, per product sold). There is no local cost for participating in the program.

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

Recommendations/Actions: It is recommended that the City Council consider participation in this program.

Attachment: Agreement

July 29, 2013

Mayor Carl Brewer
City of Wichita, KS
455 N. Main, 1st Floor
Wichita, KS 67202

RE: Marketing Agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA")

Dear Mayor Brewer:

We have discussed entering into a marketing agreement between the City of Wichita, Kansas (the "City") and SLWA.

SLWA provides affordable utility service line warranties to consumers. It is SLWA's understanding that, in consideration of the bonus license payments and License Fees (as defined below) to be paid by SLWA to City, City has agreed to cooperate with SLWA in marketing SLWA's services to City's residents and homeowners (the "Residents") as described below:

1. City hereby grants to SLWA a non-exclusive license to use City's logo on outside envelopes used for marketing materials to be sent to the Residents according to an agreed distribution schedule, and to allow its name to be listed as a participating jurisdiction in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. The parties agree that the City shall not be presented in any way as an active endorser of the warranties provided.

2. As consideration for such license, SLWA will pay to City, within thirty (30) days of the end of the final calendar quarter, a royalty of Fifty Cents ($.50) for each individual warranty subscription, for every month that individual warranty subscription remains in force and for which payment is received by SLWA during such calendar year (the "License Fee"), plus all bonus license payments then due. SLWA also agrees to provide an accompanying statement certifying the calculation of the License Fees and bonus license payments. SLWA will continue to pay the License Fees and bonus license payments so long as this marketing agreement remains in effect. City will have the right, at its expense, to conduct an annual audit, upon reasonable notice and during normal business hours, of SLWA's books and records pertaining to sales to the Residents while this marketing agreement is in effect and for one year after any termination of this marketing agreement.

3. The term of this marketing agreement will be for one year from the date of the execution of the acknowledgement below and this agreement. This agreement maybe renewed upon the mutual agreement of the parties. City may terminate this marketing agreement 30 days after giving notice to SLWA that SLWA is in material breach of this agreement if such breach is not cured during such 30-day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to the effective date of any termination of this marketing agreement and shall pay the License Fees and bonus license payments to the City for the calendar year in which

this marketing agreement is terminated along with all other obligations due after which time, except for SLWA's obligation to permit City to conduct an audit as described above, SLWA's obligation to pay any unpaid payments discovered by audit, and its indemnity agreement with the City set out below in section 5, which shall survive this agreement, neither party will have any further obligations to the other and the license described in this letter will terminate.

4. City and SLWA agree that this marketing agreement shall include the provisions set forth in the attached *Addendum as though* they were fully set forth herein. SLWA agrees to comply with all Federal, State and local laws, ordinances and regulations, including Title VII of the Civil Rights Act of 1964, and to both offer and provide its warranty services without regard to race, color, religion, national origin, sex, age, disability or ancestry of Residents.

5. SLWA shall indemnify, hold harmless, and defend City, its elected officials, appointed officials, and employees from and against any loss, claim, liability, damage, or expense that any of them may suffer, sustain or become subject to in connection with any third party claim (each a "Claim") in connection with, arising out of or by reason of this marketing agreement or SLWA's failure to satisfy the warranties contracted with Residents, provided that the applicable indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for that indemnitee's individual costs incurred, including reasonable attorneys' fees for attorneys under contract to that indemnitee, in connection with such participation in such defense.

If City agrees that the foregoing fully and accurately describes the agreement between City and SLWA, please arrange to have a duly authorized representative of City execute and date the acknowledgement below in each of the duplicate original versions of this letter and return one to me in the enclosed self-addressed stamped envelope.

If you have any questions or with to further discuss this marketing agreement, please do not hesitate to contact Brian Davis via email at bdavis@utilitysp.net or by phone at 214-476-3430.

Very truly yours,

Utility Service Partners Private Label, Inc.

By: _____

Print Name: Philip E. Riley, Jr.

Title: President & CEO

By: _____

Print Name: Brad H. Carmichael

Acknowledged and Agreed:

City hereby acknowledges and agrees that the foregoing letter fairly and accurately describes the agreement between City and SLWA as of the date of this acknowledgement.

City of Wichita, KS:

By: _____ Date: _____

Carl Brewer, Mayor

The above instrument approved as to form
this 2nd day of August, 2013
_____
City Attorney

SLWA Service Line Warranty Program
Wichita, Kansas
Term Sheet
July 29, 2013

I. Term of agreement
   a. Initial term – September 1, 2013 to August 31, 2014
II. Monthly License Fee - $0.50 per product sold
   a. City logo on outer envelope
   b. USP signature letter to resident
III. Products offered
   a. External water line warranty
   b. External sewer line warranty
IV. Marketing Campaigns – two seasonal campaigns per year (Spring and Fall)
   a. 2013 Fall
      i. Sewer
   b. 2014 Spring
      i. Water
   c. 2014 Fall
      i. Sewer
   d. 2015 Spring
      i. Water
   e. 2015 Fall
      i. Sewer
   f. 2016 Spring
      i. Water
V. Pricing
   a. Water
      i. Year 1 - $5.75 per month; $64.00 annually
      ii. Year 2 - $5.75 per month; $64.00 annually (subject to annual review; limited to $0.25 per month increase)
      iii. Year 3 - $5.75 per month; $64.00 annually (subject to annual review; limited to $0.25 per month increase)
   b. Sewer
      i. Year 1 - $8.75 per month; $100.00 annually
      ii. Year 2 - $8.75 per month; $100.00 annually (subject to annual review; limited to $0.25 per month increase)
      iii. Year 3 - $8.75 per month; $100.00 annually (subject to annual review; limited to $0.25 per month increase)

VI. Bonus license payments – initial payment would be made 15 months following the mailing of the first campaign letter, and annually thereafter. The bonus license payment for the final year of a contract term that is not extended by renewal shall be pro-rated on a monthly basis. Penetration rate is defined as the number of products enrolled divided by the number of households mailed.

a. First year
   i. Penetration rate is greater than 15% but less than 18% - $10,000
   ii. Penetration rate is greater than 18% but less than 20% - $15,000
   iii. Penetration rate is greater than 20% - $25,000
b. Second year
   i. Penetration rate is greater than 20% but less than 22% - $15,000
   ii. Penetration rate is greater than 22% - $25,000
c. Third year
   i. Penetration rate is greater than 22% but less than 25% - $15,000
   ii. Penetration rate is greater than 25% - $25,000

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Health Care Facility Revenue Bonds (Via Christi Health, Inc.) (District V)

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

Background: On June 19, 2012, the City Council approved a two year letter of intent to Via Christi Health, Inc. ("Via Christi") to issue Healthcare Facility Revenue Bonds in an amount not-to-exceed $14,000,000. The taxable bonds are being issued to finance an addition to the Cornerstone Assisted Living facility located at 3636 N. Ridge Road, in northwest Wichita, and to purchase, acquire, construct, furnish and equip the new 80 bed skilled nursing facility ("Project").

Via Christi is now asking for the issuance of bonds in the amount of $12,750,000.

Analysis: Via Christi Health, Inc. was formed in 1995 through the consolidation of the St. Francis Ministry Corporation of the Sisters of Sorrowful Mothers and the CSJ Health System of Wichita of the Sisters of St. Joseph of Wichita. During that same period, St. Francis Regional Medical Center and St. Joseph Medical Center were consolidated to form Via Christi Regional Medical Center. Via Christi Health System headquarters is located in Wichita at 8200 East Thorn Drive. Via Christi Health System, Inc. operates and manages seven hospitals, a rehabilitation center, 11 senior care facilities and 18 physician practices in three states.

In June of this year, all outstanding Via Christi bond indebtedness issued by the City of Wichita was refinanced through the Wisconsin Health and Educational Facilities Authority ("WHEFA"). The Cornerstone project was still under construction and as a result Via Christi decided to utilize the letter of intent issued by the City for the project and purchase the bonds itself. Via Christi is a private 501(c)(3) not-for-profit corporation.

An analysis of the uses of project funds is:

USES OF FUNDS

Construction of the Project	10,951,000
Land Improvements	42,013
Furnishings, Machinery & Equipment	1,565,737
Cost of Issuance	191,250
Total Cost of Project:	$12,750,000

Via Christi anticipates 115 new jobs as a result of the expansion project at an average annual salary of $34, 872.

Financial Considerations: Via Christi Health, Inc., the parent company to the Via Christi healthcare network, plans to initially purchase the bonds for the Cornerstone expansion project, which will be taxable. Via Christi agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds.

Legal Considerations: Via Christi has utilized the law firm of Triplett, Woolf & Garretson, LLC to serve as bond counsel in the transaction. This firm has previously served as bond counsel in the issuance of the City of Wichita Health Care Facilities Refunding.

The form of bond documents shall be reviewed and approved as to form by the Law Department prior to the issuance of any bonds. Via Christi agrees to comply with the Standard Conditions contained in the City's IRB Policy.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Ordinance authorizing the issuance of Health Care Facilities Revenue Bonds to Via Christi Health, Inc./Cornerstone Assisted Living, Inc., in an amount not-to-exceed $12,750,000 and approve the necessary signatures.

Attachments: Bond Ordinance.

TRIPLETT, WOOLF & GARRETSON, LLC

ORDINANCE NO. 49-571

OF

CITY OF WICHITA, KANSAS

AUTHORIZING THE ISSUANCE OF

$12,750,000
CITY OF WICHITA, KANSAS
TAXABLE HEALTH CARE FACILITY REVENUE BONDS
SERIES IX, 2013
(CORNERSTONE ASSISTED LIVING, INC.)

TWG REF: 405203
Bond Ordinance

(Published in *The Wichita Eagle* on September 20, 2013)

ORDINANCE NO. 49-571

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE HEALTH CARE FACILITY REVENUE BONDS, SERIES IX, 2013 (CORNERSTONE ASSISTED LIVING, INC.) IN THE AGGREGATE PRINCIPAL AMOUNT OF $12,750,000 FOR THE PURPOSE OF PROVIDING FUNDS TO (1) PURCHASE, AQUIRE, CONSTRUCT, EQUIP, INSTALL, AND FURNISH A SKILLED NURSING FACILITY, AND (2) PAY CERTAIN COSTS OF ISSUANCE; AUTHORIZING EXECUTION OF A TRUST INDENTURE BETWEEN THE CITY AND SECURITY BANK OF KANSAS CITY, KANSAS CITY, KANSAS, AS TRUSTEE; AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND CORNERSTONE ASSISTED LIVING, INC.; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BETWEEN THE CITY, CORNERSTONE ASSISTED LIVING, INC. AND VIA CHRISTI HEALTH, INC., AS ORIGINAL PURCHASER OF THE BONDS; AND APPROVING THE FORM OF A GUARANTY AGREEMENT BY CORNERSTONE ASSISTED LIVING, INC.

WHEREAS, the City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740, *et seq*., as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for agricultural, commercial, hospital, industrial, natural resources, recreational development, and manufacturing purposes, and to enter into lease and lease-purchase agreements with any person, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

WHEREAS, the Issuer has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Health Care Facility Revenue Bonds, Series IX, 2013 (Cornerstone Assisted Living, Inc.) in the aggregate principal amount of $12,750,000 (the "2013 Bonds"), for the purpose of (i) purchasing, acquiring, constructing, equipping, installing, and furnishing an 80-bed skilled nursing facility to be located in the City of Wichita, Kansas (the "Project"), and (ii) paying costs of issuance of the 2013 Bonds; and

WHEREAS, the Project shall be leased by the Issuer to Cornerstone Assisted Living, Inc., a Kansas not-for-profit corporation (the "Corporation"), pursuant to a Lease Agreement, dated as of September 15, 2013 (the "Lease"), by and between the Issuer and the Corporation; and

WHEREAS, the 2013 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not

constitute nor give rise to a pecuniary liability of the Issuer, nor shall any 2013 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer, but shall be payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease and, under certain circumstances, from the proceeds of the 2013 Bonds and insurance and condemnation awards; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of said 2013 Bonds (i) to execute and deliver a Trust Indenture, dated as of September 15, 2013 (the "Indenture"), by and between the Issuer and Security Bank of Kansas City, as Trustee (the "Trustee"), for the purpose of issuing and securing the 2013 Bonds as provided therein; and (ii) execute and deliver a Lease, dated as of September 15, 2013 (the "Lease"), by and between the Issuer, as landlord, and the Corporation pursuant to which the Issuer shall cause the Project to be acquired, constructed, equipped, furnished, and leased to the Corporation in consideration of payments of Basic Rent, Additional Rent and other charges provided for therein; and to execute such other documents and agreements in connection with the issuance of the 2013 Bonds as hereinafter provided; and

WHEREAS, pursuant to the terms of the Indenture, the 2013 Bonds shall be equally and ratably secured and on a parity with any Additional Bonds (collectively, the "Bonds").

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Trust Indenture (as defined above) and the Lease (as defined above) herein authorized.

Section 2. Authority to Cause the Project to be Acquired, Constructed and Installed. The governing body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Project to be acquired, constructed, equipped, and installed all in the manner and as more particularly described in the Indenture and in the Lease herein authorized.

Section 3. Authorization and Security for the 2013 Bonds. There are hereby authorized and directed to be issued revenue bonds in an aggregate amount of $12,750,000, to be designated "City of Wichita, Kansas, Taxable Health Care Facility Revenue Bonds, Series IX, 2013 (Cornerstone Assisted Living, Inc.)" (the "2013 Bonds") for the purpose of providing funds to pay the cost of (i) purchasing, acquiring, constructing, equipping, and furnishing an 80-bed skilled nursing facility to be located in the City of Wichita, Kansas, and (ii) paying costs of issuance of the 2013 Bonds.

The 2013 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The 2013 Bonds shall be special limited obligations of the Issuer payable solely from certain of the revenues derived by the Issuer pursuant to the Lease and

the Project shall be pledged and assigned to the Trustee as security for the 2013 Bonds, all as further described in the Indenture. The 2013 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues.

Section 4. Authorization of Indenture. The Issuer is hereby authorized to enter into and deliver the Indenture, under which the Issuer shall pledge and assign to the Trustee, for the benefit of the holders of the 2013 Bonds, the Trust Estate created by the Indenture, all upon the terms and conditions set forth in said Indenture.

Section 5. Lease of the Project. The Issuer is hereby authorized to enter into and deliver the Lease under which the Issuer shall cause the Project to be acquired, constructed, equipped, and installed and leased to Cornerstone Assisted Living, Inc., a Kansas not-for-profit corporation (the "Corporation").

Section 6. Authorization of Bond Purchase Agreement. The 2013 Bonds shall be sold and delivered to Via Christi Health, Inc. (the "Original Purchaser") subject to satisfaction of all conditions precedent to issuance of the 2013 Bonds and upon the terms and subject to the provisions and conditions of the herein authorized Bond Purchase Agreement, dated as of September 15, 2013 (the "Bond Purchase Agreement"), by and between the Issuer, the Corporation and the Original Purchaser.

Section 7. Approval of the Form of Guaranty Agreement. The form of Guaranty Agreement, dated as of September 15, 2013 (the "Guaranty Agreement"), pursuant to which the Corporation guarantees to the Trustee, for the benefit of the Owners of the 2013 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the 2013 Bonds, is hereby approved.

Section 8. Execution of 2013 Bonds and Agreements. The Mayor, or Vice Mayor, is hereby authorized and directed to execute each of the 2013 Bonds and deliver same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor, or Vice Mayor, is hereby further authorized and directed to execute and deliver the Indenture, the Lease, and the Bond Purchase Agreement for and on behalf of and as the act and deed of the Issuer in substantially the form presented today with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk is hereby authorized and directed to attest the execution of the 2013 Bonds, the Indenture, the Lease, and the Bond Purchase Agreement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9. Pledge of the Project. The Issuer hereby pledges the Project, and its net earnings therefrom, to the payment of the 2013 Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the 2013 Bonds and any Additional Bonds shall be deemed to have been paid within the meaning of the Indenture.

Section 10. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the 2013 Bonds, the Indenture, the Lease, and the Bond Purchase Agreement, all as necessary to carry out and give effect to the transactions contemplated hereby and thereby.

Section 11. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the Issuer and publication once in the official newspaper of the Issuer.

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PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this 17th day of September, 2013.

CITY OF WICHITA, KANSAS

[seal]

By_____
Carl Brewer, Mayor

ATTEST:

By_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By_____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Approval of the Development Agreement for the K-96 Greenwich Star Bond Project (District II)

INITIATED BY: Urban Development Office

AGENDA: New Business

Recommendation: Authorize the declaration of a public emergency and adopt the home rule ordinance approving the Development Agreement.

Background: On March 6, 2012, the City Council took the necessary legal steps to establish the K-96 Greenwich STAR Bond Project District, following a determination of eligibility by the Kansas Secretary of Commerce. On January 22, 2013, the City Council passed an ordinance approving the adoption of the Phase 1 STAR Bond Project Plan which provided the details of a multi-use commercial development located within the K-96 Greenwich STAR Bond District, which is based on the development of a major multi-sport athletic complex called the Goodsports Fieldhouse. On June 3, 2013, the City received a letter from the Kansas Secretary of Commerce approving the STAR Bond Project Plan and authorizing the issuance of STAR Bonds in the amount necessary to fund net project costs totaling $31,570,000, including a not-to-exceed $3,867,711 contribution to improve the K-96/Greenwich interchange.

City staff has negotiated the terms of a development agreement with the K-96 Greenwich STAR Bond Developers, setting forth the rights, duties and obligations of the City and Developers with regard to the Phase I STAR bond Project. The Developers now request the approval of the Development Agreement.

Analysis: The details of the Phase I Development Agreement are more fully described below:

DEVELOPMENT AGREEMENT

The Parties to the K-96 Greenwich STAR Bond Project Development Agreement are the City of Wichita (the "City"), Wichita Destination Developers, Inc. (the "Developer" and "Master Developer") and Goodsports Village Wichita, LLC/Goodsports Communities, Inc. ("the Fieldhouse Developer"). The principals of the Developer are Rick Worner, Christian Ablah, Mike Boyd and Tom Boyd, each owning equal shares. The Fieldhouse Developer is owned by Goodsports Enterprises, LLC which is controlled by Jerald Good. The Development Agreement covers the following major project elements:

Site Acquisition: The Developer will purchase 60 acres north of K-96 and east of Greenwich Road with STAR Bond funds (the "STAR Bond Tract"), and 25 acres south of K-96 and east of Greenwich Road with private funds (the "Cozine Tract"). The STAR Bond Tract will provide the location of the Fieldhouse Complex (the Fieldhouse plus an adjacent hotel), a shooting range, a water sports attraction (the "Wavehouse") and future multi-tenant retail center and pad sites. The "Cozine Tract" will provide the site for a national destination retailer. At the end of five years, the City will have the right to purchase for $1.00 any parcels in the STAR Bond Tract on which vertical development has not yet commenced.

Development of the STAR Bond Project: The Fieldhouse Complex will consist of a 60,000 square foot multi-sport athletic complex and a minimum 115 room hotel, to be built by the Fieldhouse Developer. The Fieldhouse will include at least six (6) basketball or twelve (12) volleyball courts and can be reconfigured to hold other team sports events.

The Developer will construct "On-site Public Infrastructure" consisting of an interior street, water, sewer and storm water drainage improvements, pipeline relocation and parking, lighting and landscaping for the Fieldhouse Complex. Through third parties or affiliates, the Developer will also build a water sports attraction, a 72,000 square foot national destination retail store and approximately 70,000 square feet of additional retail. The Developer has five years to serve as Master Developer within the District.

The City will construct "Interchange and Related Infrastructure Improvements" consisting of two additional on-off ramps at the Greenwich Road interchange on Highway K-96, and including right-of-way acquisition, utility relocations, "accel/decel" lanes, and intersection improvements including signalization and street medians on Greenwich Road.

Development Schedule:

- City to start work on Interchange Improvements by March 1, 2014, with estimated completion by April 1, 2015.
- Developer to start work on On-Site Public Infrastructure by June 1, 2014, to be completed by January 1, 2015.
- Fieldhouse Developer to start work on Fieldhouse and hotel by January 1, 2015, with completion by March 15, 2016.

Project Financing: Private Debt and Equity financing will privately fund all land acquisition and private developments not funded by STAR Bonds, at an estimated cost of $89,494,289.

STAR Bond Financing (in priority order):

• Interchange and Related Infrastructure Improvements	$3,867,711
• Fieldhouse construction	$5,500,000
• On-site Public Infrastructure	$9,184,297
• Land Acquisition (STAR Bond Tract)	$7,835,050
• Design Costs	$1,000,000
• Contingency	$1,197,942
• Water Sports Attraction	$2,000,000
• Legal and Accounting	$250,000
• Reimbursement of Previous Expenses	$735,000
Total Net STAR Bond Proceeds	$31,570,000

Interchange and Related Infrastructure Improvement Funding Sources:

• STAR Bond proceeds	$3,867,711
• G.O. bond proceeds (CIP)	
o Local Sales Tax	$1,000,000
o G.O. Bonds	$1,000,000
o Cabela's CID	$1,500,000
• Special Assessment bond proceeds	$2,132,289
Total Interchange and Related Infrastructure Costs	$9,500,000

STAR Bond Issuance: STAR Bonds will be issued in a not-to-exceed total principal amount of $40,000,000, including $31,570,000 of project costs, costs of issuance, capitalized interest during construction and needed reserves. STAR Bonds will initially be privately placed with institutional investors and repaid over 20 years by the incremental increase in state sales tax revenue and the unencumbered portion of City's share of local sales tax revenue, collected within the STAR Bond District. STAR Bonds are special obligation bonds of the City, payable solely from incremental sales tax or other eligible revenue.

Community Improvement District (CID): On August 6, 2013, the City Council held a public hearing and approved first reading of an ordinance establishing a CID consisting of the STAR Bond Tract and the Cozine Tract, with second reading set to coincide with issuance of the STAR Bonds. The Development Agreement includes the following major provisions governing the use of CID financing:

- The City will establish a CID authorizing a 2% CID sales tax for a 22-year term
- CID sales tax revenue will be used only to reimburse property owner for special assessments actually paid for Interchange and Related Infrastructure Improvements.
    - Excess CID revenue will be used to retire special assessment bonds
    - CID will be terminated when all special assessments have been paid
- CID Signage will be prominently posted at the entrance to all retail stores in the CID

Financial Considerations: The STAR Bonds will be issued as special obligation bonds, payable solely from incremental sales tax and other eligible revenue, and shall not be general obligation debt of the City of Wichita. Incremental state and local sales tax generated within the STAR Bond District will be captured by the Kansas Department of Revenue and forwarded periodically to the Bond Trustee.

City funding for the Interchange and Related Infrastructure Improvements in addition to STAR bond proceeds will be provided by general obligation bonds programmed in the Capital Improvement Program as outlined above. An amendment to the CIP will be needed to move $1,000,000 in GO funding from a project to widen Greenwich Road from Harry to Pawnee. Signed petitions have been provided with the Development Agreement for special assessment financing of the Interchange, to be presented to the City Council for acceptance as soon as the Developer acquires title to the benefit district property.

Legal Considerations: The Development Agreement has been drafted with the participation of the City's bond counsel, the law firm of Gilmore & Bell, PA, . The City's Law Department has approved the Agreement as to form. A home rule ordinance is required for the approval of the Development Agreement to ensure adequate authority for the City to enter into the agreement. Passage of the Home Rule Ordinance on first reading, upon declaration of public emergency, has been requested by the developer to ensure that the Development Agreement is approved in time to allow purchase of the Cozine Tract prior to expiration of the real estate purchase agreement.

Recommendations/Actions: It is recommended that the City Council authorize the declaration of a public emergency and adopt the Home Rule Ordinance authorizing the execution of the Development Agreement, and amend the Capital Improvement Program.

Attachments: Home Rule Ordinance and Declaration of Public Emergency
Development Agreement
STAR Bond District Map and Site Plan

Gilmore & Bell, P.C.
08/30/2013

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, to wit, September 10, 2013, of an ordinance entitled:

A HOME RULE ORDINANCE OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT RELATING TO THE K-96 GREENWICH STAR BOND PROJECT DISTRICT AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH SAID AGREEMENT.

The general nature of such public emergency is due to the timely execution of the referenced Development Agreement, which would permit the required timing of acquisition of certain real estate necessary to implement the development of the K-96 Greenwich STAR Bond Project District.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas on September 10, 2013.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

JLN\600809.055DECLARATIO OF EMERGENCY-DEV AGMT

Gilmore & Bell, P.C.
08/30/2013

(Published in ***The Wichita Eagle*** on September 13, 2013)

ORDINANCE NO. 49-572

A HOME RULE ORDINANCE OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT RELATING TO THE K-96 GREENWICH STAR BOND PROJECT DISTRICT AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH SAID AGREEMENT.

WHEREAS, 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 City Council of the City (the "Governing Body"), by Resolution No. 12-006, adopted January 10, 2012, described a STAR bond district plan which identifies proposed STAR bond project areas and proposed buildings and facilities to be constructed or improved within the proposed K-96 Greenwich STAR Bond District (the "District Plan"); and

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

WHEREAS, by Ordinance No. 49-281 passed June 12, 2012, and published June 15, 2012, the Governing Body amended the District Plan to include the ability to fund the cost of developing a multi-sport athletic complex; and

WHEREAS, by Ordinance No. 49-438 passed February 5, 2013 and published February 22, 2013, the Governing Body made certain findings required by the Act and adopted the Phase I STAR Bond Project Plan (the "Project Plan"); and

WHEREAS, Wichita Sedgwick County Metropolitan Area Planning Commission determined that the Project Plan is consistent with the intent of the comprehensive general plan for the development of the City; and

WHEREAS, on June 3, 2013, the Secretary of the Kansas Department of Commerce (the "Secretary"): (a) determined that the District constitutes a major commercial entertainment and tourism area and is therefore an "eligible area" under the STAR Bond Act, (b) approved and designated the Phase I STAR Bond Project as a "STAR bond project" within the meaning of the STAR Bond Act and (c) approved financing of certain costs of the Project Plan with STAR bond financing in the amount of $31,570,000 (exclusive of financing costs); and

WHEREAS, the City is authorized under the Act to issue special obligation revenue bonds for the purpose of financing costs to implement the Project Plan; and

WHEREAS, in connection with the development of the District and the implementation of the Project Plan the Governing Body hereby finds and determines that it is advisable and necessary to enter into a Development Agreement among the City, Wichita Destination Developers, Inc., Goodsports Village Wichita, LLC and Goodsports Communities, Inc. (the "Development Agreement"); and

WHEREAS, Article 12, § 5 of the Constitution of the State (the "Home Rule Amendment") empowers cities to determine their local affairs and government and provides that such power and authority granted thereby to cities shall be liberally construed for the purpose of giving to cities the largest measure of self-government; and

WHEREAS, the City is a city within the meaning of the Home Rule Amendment; and

WHEREAS, there is no enactment of the State legislature which prohibits a city from entering into agreements relating to economic development activities, such as the Development Agreement; and

WHEREAS, the Governing Body of the City hereby further finds and determines that it is necessary and advisable and in the interest of the public health, safety and welfare, including economic development, of the City, to authorize by home rule ordinance the execution of the Development Agreement and to take certain actions and execute certain other documents as therein provided.

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

Section 1. Approval of Development Agreement. The Development Agreement is hereby approved in substantially the form presented to the Governing Body at this meeting, a copy of which shall be filed in the records of the City Clerk.

Section 2. Execution of Development Agreement and Other Documents. The Mayor or Vice Mayor of the City is hereby authorized and directed to execute the Development Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, with such changes therein as shall be approved by the City Attorney and the officer or officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval and the City's ratification or approval thereof. The City Clerk or any Deputy City Clerk is hereby authorized to attest to the signature of the Mayor or Vice Mayor the City and affix the seal of the City to said documents.

Section 3. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, deeds, agreements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the transactions contemplated therein and to carry out, comply with and perform the duties of the City with respect to the Development Agreement and related documents. Springsted Incorporated, the City's financial advisor, and Gilmore & Bell, P.C., the City's bond counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the intent of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force after its adoption by the City and publication once in the official newspaper of the City.

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PASSED by the City Council of the City of Wichita, Kansas, on September 10, 2013.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 49-[___] (the "Ordinance") of the City of Wichita, Kansas (the "City"); that said Ordinance was passed by the City Council on September 10, 2013, that the record of the vote on its passage is found on page ____ of journal ____; that it was published in the official newspaper of the City on September 13, 2013; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: September 13, 2013.

_____
Karen Sublett, City Clerk

BASE TENANTS	SqFt
1 - World Market	18,409
2 - Target	175,936
3 - Kanza Bank	7,693
4 - Subway	1,866
5 - Chili's	5,899
6 - Hampton Inn	63,784
7 - Strip Center	21,300
Go Run	
Custom RX	
Innovative Vein	
Lux Nail Studio	
Dopps Chiropractic	
The Liquor Cabinet	
Cigars & More	
Postnet	
8 - Firestone	7,590
9 - Community Bank	9,101
10 - Staybridge Suites	59,516
11 - Sonic	1,621
12 - Arby's	3,001
13 - Meritrust Bank	

NEW STAR BOND VENUES

POST-BASE TENANTS

14 - Cabela's
15 - Hobby Lobby
16 - KAJ Hotel
17 - 9,000 sf Wheeler Spec Building

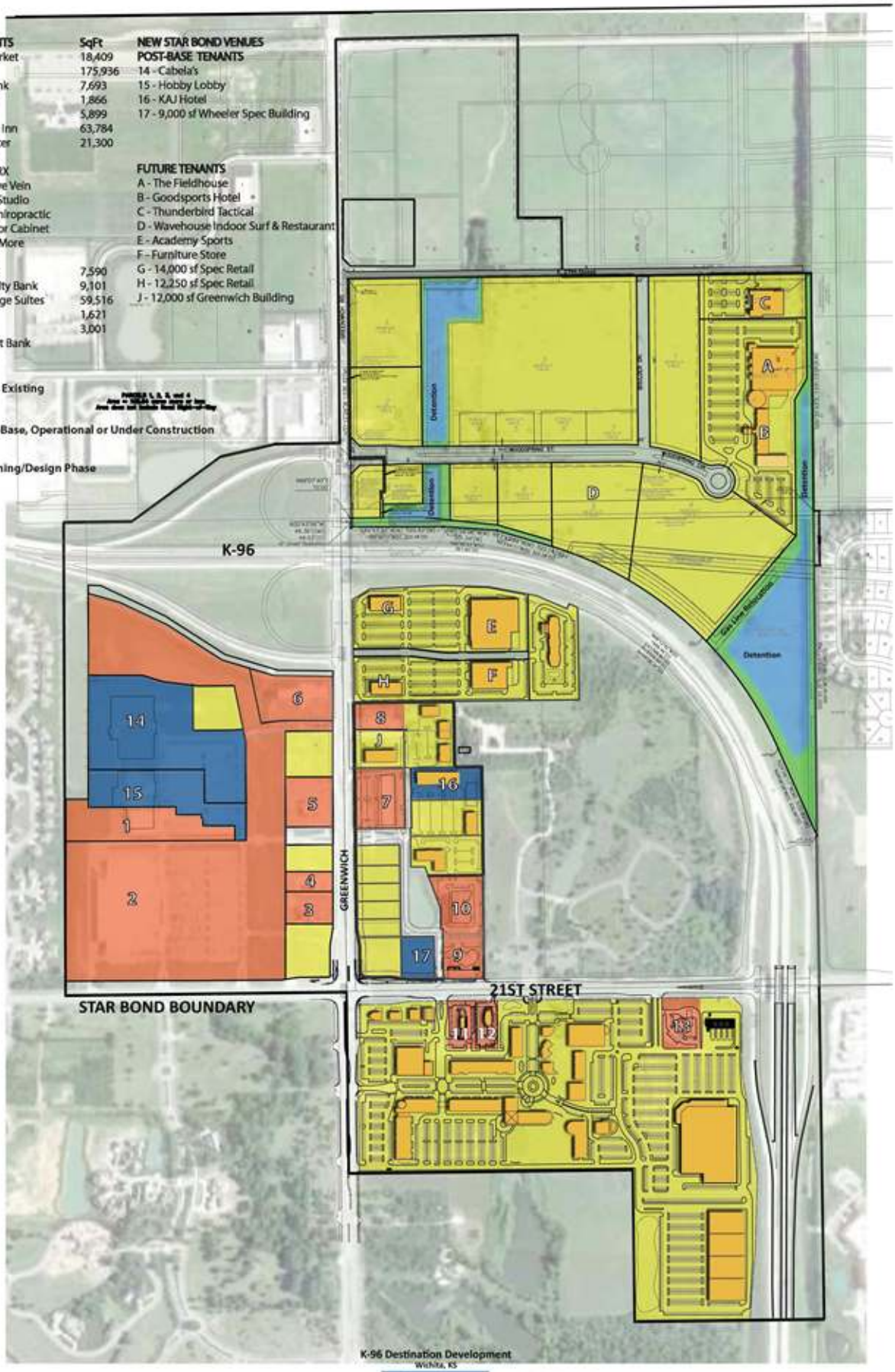
FUTURE TENANTS

A - The Fieldhouse
B - Goodsports Hotel
C - Thunderbird Tactical
D - Wavehouse Indoor Surf & Restaurant
E - Academy Sports
F - Furniture Store
G - 14,000 sf Spec Retail
H - 12,250 sf Spec Retail
J - 12,000 sf Greenwich Building

Base Existing

Post-Base, Operational or Under Construction

Planning/Design Phase



K-96 Destination Development
Wichita, KS

YAEGER ARCHITECTURE

DEVELOPMENT AGREEMENT

DATED SEPTEMBER ___, 2013

AMONG

CITY OF WICHITA, KANSAS,

WICHITA DESTINATION DEVELOPERS, INC.,

GOODSPORTS VILLAGE WICHITA, LLC

AND

GOODSPORTS COMMUNITIES, INC.

RELATING TO THE PHASE I STAR BOND PROJECT PLAN

FOR THE

K-96 AND GREENWICH STAR BOND DISTRICT

AND THE

K-96 STAR BOND CID DISTRICT

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this **"Agreement"**), is made and entered into this _____ day of September, 2013 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the "**City**"); **WICHITA DESTINATION DEVELOPERS, INC.**, a Kansas corporation (the "**Developer**"); **GOODSPORTS VILLAGE WICHITA, LLC**, a Delaware Series limited liability company (the "**Fieldhouse Developer**"); and **GOODSPORTS COMMUNITIES, INC.**, a Florida corporation (**"GoodSports Communities"**), with the "Developer," the "Fieldhouse Developer," "GoodSports Communities" and the "City" collectively referred to as the "**Parties**" and each a "**Party**").

RECITALS

A. On February 28, 2012, the Governing Body of the City (the "**Governing Body**") approved Ordinance No. 49-208, a copy of which is attached hereto as **Exhibit A**, which established a STAR bond district pursuant to K.S.A. § 12-17,160 *et seq.*, as amended (the "**STAR Bond Act**"), known as the K-96 Greenwich STAR Bond District (the "**District**"), which comprises over 400 acres of property located within the City generally surrounding the interchange of K-96 Highway and Greenwich Road (the "**Interchange**") as more specifically described therein.

B. On February 29, 2012, the Secretary of the Kansas Department of Commerce (the "**Secretary**") issued a letter to the City, a copy of which is attached hereto as **Exhibit B**, designating the District as an "eligible area" as defined in the STAR Bond Act.

C. On June 12, 2012, the Governing Body approved Ordinance No. 49-281, a copy of which is attached hereto as **Exhibit C**, which amended the district plan as stated in Ordinance No. 49-208 by specifically providing the ability to finance a "multi-sport athletic complex," as defined under the STAR Bond Act, within the District.

D. On February 5, 2013, the Governing Body by a vote of at least two-thirds of its members approved Ordinance No. 49-438, a copy of which is attached hereto as **Exhibit D**, which approved a certain Phase I STAR Bond Project Plan (the "**Project Plan**") within the District that contemplates the construction of a multi-sport athletic complex known as the Fieldhouse, as well as a related hotel, a large national retail store, a water attraction and a multi-tenant retail center (the "**Project**"). In addition, over 1,000,000 square feet of additional commercial, hotel, and destination development is projected to occur over the term of the Project Plan.

E. On February 5, 2013 the Governing Body approved a certain Memorandum of Understanding executed by and between the Parties, a copy of which is attached hereto as **Exhibit E**, which memorialized the intent of the Parties in regard to the construction and financing of the Project.

F. On June 3, 2013, the Secretary issued a letter to the City, a copy of which is attached hereto as **Exhibit F**, which, among other things, designated the Project as a "STAR bond project" within the meaning of the STAR Bond Act and approved the issuance of up to $31,570,000 in net STAR bond financing pursuant to the STAR Bond Act to finance certain components of the Project.

G. On September 17, 2013, the City approved Ordinance No. 49-556 (the "**CID Ordinance**") a copy of which is attached hereto as **Exhibit G**, which approved the creation of a K-96 STAR Bond Project Community Improvement District (the "**CID**") pursuant to K.S.A. § 12-6a26 *et seq.* (the "**CID Act**"), including certain real property within the Project for which the Developer is either the owner or contract purchaser. The purpose of the CID is to impose upon all real property within its

boundaries an additional one-percent (1%) sales tax (the "**CID Sales Tax**") on all taxable sales occurring therein over a period of twenty-two (22) years, the revenues of which will be dedicated to finance the Project as further defined herein. The CID Sales Tax shall commence following submittal by the City of a certified copy of the CID Ordinance to the Kansas Department of Revenue. Submittal to the Kansas Department of Revenue shall occur following publication of the CID Ordinance and written notice to the City from the Developer requesting submittal.

H. The Parties now desire to enter into this Agreement to formalize their respective rights and obligations in regard to the Project.

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:

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.

"Affiliate" shall mean a legal entity of which (i) at least 51% of the voting interest is controlled by one of the Parties or (ii) at least 51% of the ownership interest is controlled by one of the Parties.

"Agreement" means this Agreement as may be amended in accordance with the terms hereof.

"Assessments" shall have the meaning set forth in **Section 4.01**.

"Benefit District Act" shall have the meaning set forth in **Section 4.01**.

"Bond Documents" shall have the meaning set forth in **Section 4.05**.

"Bond Trustee" shall have the meaning set forth in **Section 4.04**.

"Cabela's CID" shall have the meaning set forth in **Section 4.06**.

"Certificate of Full Completion" means a certificate evidencing Full Completion of the Project, in substantially the form attached hereto as **Exhibit O**.

"CID" shall have the meaning set forth in Recital G.

"CID Act" shall have the meaning set forth in Recital G.

"CID Area" means the STAR Bond Tract and certain other real property.

"CID Ordinance" shall have the meaning set forth in Recital G.

"CID Sales Tax" shall have the meaning set forth in Recital G.

"CID Sales Tax Fund" means the separate fund established by the City for deposit of the CID Sales Tax received from the State collected within the CID, and that is used to finance any payments due by the Developer on the Assessments or other costs allowed under the CID Act or this Agreement.

"City" means the City of Wichita, Kansas.

"City Contribution" shall have the meaning set forth in **Section 5.04**.

"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; *provided, however*, the City Representative may at its election defer important approvals to the Governing Body.

"Claimant" shall have the meaning set forth in **Section 10.01**.

"Construction Plans" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

"Developer" shall mean Wichita Destination Developers, Inc., a Kansas corporation, and its successors and assigns.

"District" shall have the meaning set forth in Recital A.

"Event of Default" means any event or occurrence as defined in **Section 10.01**.

"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 the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental Authorities, 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.

"Fieldhouse" shall mean a major multi-sport athletic complex as defined under the STAR Bond Act of approximately 60,000 square feet that contains six (6) basketball or twelve (12) volleyball courts and that can be reconfigured to hold other sporting, dance, and cheer events.

"Fieldhouse Complex" shall mean the Fieldhouse and the Fieldhouse Hotel, all to be integrated and adjoining on the Fieldhouse Hotel Tract and the Fieldhouse Tract.

"Fieldhouse Developer" shall mean Goodsports Village and its successors and assigns.

"Fieldhouse Hotel" shall mean a minimum 115 room hotel to be developed by the Fieldhouse Developer on the Fieldhouse Hotel Tract pursuant to **Section 6.03**.

"Fieldhouse Hotel Tract" shall mean the tract of real property located within the STAR Bond Tract upon which the Fieldhouse Hotel shall be constructed as more particularly described in **Exhibit R**.

"Fieldhouse Tract" shall mean the tract of real property located within the STAR Bond Tract upon which the Fieldhouse shall be constructed as more particularly described in **Exhibit R**.

"GoodSports Communities, Inc." shall mean an "S" corporation organized under the laws of the State of Florida and authorized to do business in the State of Kansas by the Secretary of the State of Kansas as a foreign corporation to which fee title for the Fieldhouse Complex site shall be conveyed pursuant to this Agreement and which entity is a member of GoodSports Village.

"Governing Body" shall have the meaning set forth in Recital A.

"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 the Project Plan, the Site Plan and this Agreement.

"Governmental Authorities" means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

"Initial STAR Bonds" shall have the meaning set forth in **Section 4.03**.

"Interchange" shall have the meaning set forth in Recital A.

"Interchange and Related Infrastructure Improvements" shall have the meaning set forth in **Section 3.01**.

"Interchange Gap" shall have the meaning set forth in **Section 4.06**.

"On-Site Public Infrastructure" shall have the meaning set forth in **Section 3.01**.

"Option to Purchase" means the option of the City to purchase all or a portion of the remaining property of the STAR Bond Tract in accordance with **Section 3.01(E)**.

"Parties" means the City, the Developer, and Fieldhouse Developer, and GoodSports Communities (with each referred to individually as a **"Party"**).

"Permitted Subsequent Approvals" shall mean the building permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant.

"Phase I" shall have the meaning set forth in **Section 3.01**.

"Phase I Budget" shall have the meaning set forth in **Section 4.02**.

"Phase I Costs" shall have the meaning set forth in **Section 4.02**.

"Project" shall have the meaning set forth in Recital D.

"Project Plan" shall have the meaning set forth in Recital D.

"Sales Tax Revenues" means 100% of the incremental increase in revenue generated by the Project and received by the City from one-half of the gross receipts of the City under K.S.A. 12-187 *et seq.*, as amended, and K.S.A. 12-198, as amended, received through the last day of May, 2033 from the City's share of the retail sales and compensating use taxes of Sedgwick County, Kansas and any successor taxes thereto (currently 0.29%). within the District; all determined in accordance with the Act and the Project Plan.

"Secretary" shall have the meaning set forth in Recital B.

"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 direct individuals to the City website for further information using type face of at least 12 points in size.

"Site Plan" shall have the meaning set forth in **Section 3.01**.

"STAR Bonds" shall mean the Initial STAR Bonds and future STAR Bonds approved by the Governing Body and the Secretary.

"STAR Bond Act" shall have the meaning set forth in Recital A.

"STAR Bond Eligible Costs" shall have the meaning set forth in **Section 4.02**.

"STAR Bond Project Fund" shall have the meaning set forth in **Section 4.03**.

"STAR Bond Revenue Fund" shall have the meaning set forth in **Section 4.06**.

"**STAR Bond Tract**" shall have the meaning set forth in **Section 2.04**.

"State" means the State of Kansas.

"**State Sales Tax Revenues**" means receipts of the State received through the last day of May, 2033 and credited to the City Bond Finance Fund by the State Treasurer in accordance with K.S.A. 79-3620(d), as amended, from the tax imposed by K.S.A. 79-3603, as amended, and K.S.A. 79-3703, as amended, with respect to sales and compensating use within the District.

"**Tax Revenues**" means, collectively, the State Sales Tax Revenues and the Sales Tax Revenues.

Section 1.02. **<u>Rules of Construction</u>**. 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:

1. The terms defined in this Section include the plural as well as the singular.

2. 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.

3. 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.

4. All references in this instrument to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this instrument as originally executed.

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

6. The Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of 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 the Project Plan or 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, other than Permitted Subsequent Approvals.

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. Except for Permitted Subsequent Approvals and as otherwise required by this Agreement, 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. Except for Permitted Subsequent Approvals, 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. Except for Permitted Subsequent Approvals, 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. Representations of the Fieldhouse Developer. The Fieldhouse Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Fieldhouse Developer's knowledge:

A. Due Authority. The Fieldhouse 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 Fieldhouse 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 Fieldhouse 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 the Fieldhouse Developer 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 Fieldhouse Developer, threatened against the Fieldhouse Complex, the Fieldhouse Developer or any officer, director, member or shareholder of the Fieldhouse Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Fieldhouse Developer, threatened against the Fieldhouse 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 Fieldhouse Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Fieldhouse Developer, of the terms and provisions of this Agreement.

D. No Material Change. (1) The Fieldhouse 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 Fieldhouse Developer, which could

affect the Fieldhouse Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Fieldhouse 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 Fieldhouse Developer of this Agreement, other than Permitted Subsequent Approvals.

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 Fieldhouse Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Fieldhouse Developer is or may be bound.

G. Approvals. Except for Permitted Subsequent Approvals and as otherwise required by this Agreement, the Fieldhouse 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. Except for Permitted Subsequent Approvals, the Fieldhouse 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 Fieldhouse 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. Except for Permitted Subsequent Approvals, 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 Fieldhouse 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 Fieldhouse 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 Fieldhouse 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 2.04. Acquisition of the STAR Bond Tract and Transfer of Portion to Fieldhouse Developer.

A. Acquisition of STAR Bond Tract by Developer. The Developer shall purchase sixty (60) acres of property from Medical Practice Association Properties, LLC as depicted on **Exhibit Q** (the "**STAR Bond Tract**") with proceeds from the STAR Bond Project Fund. The STAR Bond Tract shall be

subject to the terms, conditions and covenants contained in this Agreement and in the Project Plan immediately upon acquisition and prior to any encumbrances placed thereon.

B. Conditions Precedent for Transfer of Portion of Fieldhouse Tract to Fieldhouse Developer. Upon the delivery to the City of each of following to the reasonable satisfaction of City, Developer, upon written approval from the City, shall convey the Fieldhouse Tract to the Fieldhouse Developer and the City shall authorize disbursement of the Initial STAR Bond Proceeds to the Fieldhouse Developer in accordance with **Section 4.03**:

1. Construction permit and all other permits required by City code for commencement of construction of the Fieldhouse;
2. Policies or certificate(s) of insurance evidencing that the Fieldhouse Developer has procured all insurance required by this Agreement as set forth in **Section 9.02** hereof;
3. Evidence that the Fieldhouse Developer's general contractor for construction of the Fieldhouse is a registered contractor in good standing under the laws of the state of Kansas and the laws of the state of its domicile;
4. Performance, labor and material payment bonds as required by the City's Charter Ordinance No. 203, dated September 19, 2006;
5. Executed copies of guaranteed maximum price construction contracts between the Fieldhouse Developer and its general contractor;
6. Evidence reasonably satisfactory to the City and to the Developer that the Fieldhouse Developer has adequate financing to fully and finally develop the Fieldhouse; and
7. A critical path schedule and development budget for development and construction of the Fieldhouse as agreed upon by the City, the Developer and the Fieldhouse Developer.

C. Construction of Fieldhouse. Fieldhouse Developer will promptly commence construction of the Fieldhouse upon the occurrence of: (i) the City and Developer satisfying the conditions precedent for Fieldhouse Developer's commencement of construction as set forth in **Section 3.01 D.3** hereof; (ii) the transfer of the Fieldhouse Tract to the Fieldhouse Developer; and (iii) the availability for distribution of STAR Bonds proceeds to the Fieldhouse Developer as provided in **Section 4.03(2)** hereof. Thereafter, Fieldhouse Developer shall diligently pursue completion of the construction of the Fieldhouse and supervise the timely and efficient performance of the Fieldhouse Developer's general contractor and the specialist and consultants working under the general contractor to perform their work in a timely, safe, professional and workmanlike manner. In the event the Fieldhouse Developer fails to complete the construction of the Fieldhouse within the time frame set forth in **Section 3.01 D. 3** as may be extended in accordance with **Section 10.07(1)** hereof, then City may elect to purchase the Fieldhouse Tract for $1 and Fieldhouse Developer agrees to convey the Fieldhouse Tract to the City or its designee free and clear of any liens, mortgages or encumbrances other than reasonable easements and restrictive covenants.

D. Conditions Precedent for Transfer of Portion of Fieldhouse Hotel Tract to Fieldhouse Developer. Upon the delivery to the City of each of following to the reasonable satisfaction of City, Developer, upon written approval from the City, shall convey the Fieldhouse Hotel Tract to the Fieldhouse Developer:

1. Construction permit and all other permits required by City code for commencement of construction of the Fieldhouse Hotel;
2. Policies or certificate(s) of insurance evidencing that the Fieldhouse Developer has procured all insurance required by this Agreement as set forth in **Section 9.02** hereof;
3. Evidence that the Fieldhouse Developer's general contractor for construction of the Fieldhouse Hotel is a registered contractor in good standing under the laws of the state of Kansas and the laws of the state of its domicile;

4. Performance, labor and material payment bonds as required by the City's Charter Ordinance No. 203, dated September 19, 2006;

5. Executed copies of guaranteed maximum price construction contracts between the Fieldhouse Developer and its general contractor;

6. Evidence reasonably satisfactory to the City and to the Developer that the Fieldhouse Developer has adequate financing to fully and finally develop the Fieldhouse Hotel; and

7. A critical path schedule and development budget for development and construction of the Fieldhouse Hotel as agreed upon by the City, the Developer and the Fieldhouse Developer.

Section 2.05. **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 and the Fieldhouse Developer shall submit the following documents to the City:

Developer Documents:

A. A copy of the Developer's Articles of Incorporation, certified by the Secretary of State of the State of Kansas; and

B. A certified copy of the By-laws of the Developer;

C. A list of each shareholder of the Developer and their percentage ownership; and

D. A legal opinion from counsel to the Developer in form and substance acceptable to the City covering: (i) the due organization of the Developer and the power and authority of the Developer to execute this Agreement, and (ii) the enforceability of this Agreement against the Developer; and

E. A title commitment for the area within the District owned or to be owned by the Developer.

Fieldhouse Developer Documents:

A. A copy of the Articles of Incorporation of GoodSports Communities, Inc. as certified by the Secretary of State of the State of Florida and authorized by the Secretary of State of the State of Kansas to do business in the State of Kansas as a foreign corporation; and

B. A copy of the Delaware Series certificate of authorization from the Secretary of State of the State of Delaware for GoodSports Enterprises Global, LLC, a Delaware Series limited liability company; and

C. A copy of formation from the Secretary of State of the State of Kansas for GoodSports Village Wichita, LLC, a Delaware Series limited liability company to do business in the State of Kansas; and

D. A list of each member of GoodSports Communities, Inc. and GoodSports Village Wichita, LLC; and

E. A copy of the Bylaws for GoodSports Communities, Inc.; and

F. A copy of the Operating Agreement for GoodSports Village Wichita, LLC; and

G. A legal opinion from counsel to the Fieldhouse Developer in form and substance acceptable to the City covering: (i) the due organization of GoodSports Communities, Inc. and GoodSports Village Wichita, LLC and the power and authority of the same, as applicable, to execute this Agreement; and (ii) the enforceability of this Agreement against the Fieldhouse Developer; and

H. A title commitment for the area within the District to be transferred to GoodSports Communities, Inc. or its Affiliate, GoodSports Village Wichita, LLC.

ARTICLE III

DEVELOPMENT OF THE PROJECT

Section 3.01. Scope of the Project.

A. Project Plan. As more fully described therein, the Project Plan contemplates the first phase of development in the Project ("**Phase I**"), which will be anchored by the Fieldhouse to be developed and operated by the Fieldhouse Developer and the Fieldhouse Hotel. The remainder of Phase I is projected to include: a water-sports destination attraction; a 150 room hotel; an 80,000 square foot Cabela's retail store; a 72,000 square foot free standing store, and approximately 70,000 square feet of additional retail space located in a multi-tenant retail center. Phase I will also include the construction of critical infrastructure to serve the Project, including but not limited to a full-service interchange at K-96 Highway and Greenwich Road and certain other street improvements and signalization along the K-96 and Greenwich corridor as described on **Exhibit I** (the **"Interchange and Related Infrastructure Improvements"**), and other reasonably and ordinarily required public infrastructure improvements to be made on or adjacent to the STAR Bond Tract, a copy of which is attached hereto as **Exhibit M** (the "**On-Site Public Infrastructure**"). A site plan generally depicting the improvements to be constructed within Phase I is attached hereto as **Exhibit H** (the **"Site Plan"**). The remainder of the Project is projected to consist of over 1,000,000 additional square feet of commercial development and various destination attractions, which may be undertaken in one or more phases by Developer and/or other developers.

B. Development of Phase I. The Parties hereby agree to construct Phase I in a manner generally consistent with the Project Plan, a copy of which is included within **Exhibit D**, and in accordance with the site plan attached hereto as **Exhibit H**, and otherwise subject to the provisions of this Agreement.

C. Phase I Development Responsibilities. The responsibilities of the Parties in regard to Phase I shall be as follows:

1. Responsibilities of the Fieldhouse Developer. The Fieldhouse Developer shall develop the Fieldhouse Complex.

2. Responsibilities of the City. Upon issuance of the Initial STAR Bonds and dedication of all necessary right-of-way and easements, the City shall construct the Interchange and Related Infrastructure Improvements. The City's budget for the Interchange and Related Infrastructure Improvements pursuant to this Agreement shall include the design costs and purposes contemplated by City Resolution 09-191, and accordingly no special assessments shall be levied based upon the special assessment district contemplated by City Resolution 09-191. In addition, the City shall diligently consider all requests for permitting, zoning, and platting approvals necessary to facilitate Phase I.

3. Responsibilities of Third Parties. The Parties acknowledge that certain portions of Phase I are not owned or controlled by the Developer or the Fieldhouse Developer. Within those portions of

Phase I, the following improvements have been constructed or are contemplated to be constructed in the future: (i) a Cabela's retail store consisting of approximately 80,000 square feet and (ii) a hotel consisting of approximately 150 rooms. The Parties further acknowledge that there are other businesses open and operating within the Project.

4. Responsibilities of the Developer. The Developer, or its successors or assigns, shall cause the balance of Phase I development to occur, including: (i) the On-Site Public Infrastructure, (ii) the water sports feature, (iii) a 72,000 square foot retail store, and (iv) approximately 70,000 square feet of additional retail space. The Parties acknowledge that the Developer's responsibilities hereunder may be undertaken by Affiliates of the Developer or third parties. The Parties further acknowledge that the nature and size of the improvements constructed may deviate from those provided herein to the extent they remain reasonably consistent with the commercial nature of the uses contemplated under the Project Plan.

5. Future Phases. Development within the future phases of the Project may be proposed by the Developer, its Affiliates, or any other third parties, subject to approval by the Governing Body and in accordance with the Project Plan, the Site Plan and this Agreement.

6. Master Developer. For a period of five (5) years after the date of this Agreement, the Developer shall be deemed "Master Developer" for the Project. With this designation, the City hereby agrees to: (i) reasonably cooperate with the Developer to facilitate construction of any improvements to be undertaken by the Developer within the Project, including expeditiously considering any rezoning, plans, plats or other items required to facilitate the Project (subject to the discretion of any agency or body of the City that maintains legal authority over any such action); (ii) reasonably consult with the Developer in regard to any proposals for development to be undertaken by third-parties within the District; and (iii) consult with the Developer regarding any proposals to amend the Project Plan, Bond Documents, or use of the Tax Revenues or STAR Bond Project Fund. In no event shall the City terminate or amend the Project Plan, Bond Documents, or use of the Tax Revenues or STAR Bond Project Fund except as provided in the Bond Documents or in this Agreement.

D. Phase I Development Schedule. Subject to issuance of the Initial STAR Bonds and dedication of all necessary right-of-way and easements, the Parties hereby agree that the construction of Phase I shall be undertaken in accordance with the following schedule:

1. Construction of the Interchange and Related Infrastructure Improvements shall commence no later than March 1, 2014 and the City shall diligently complete construction thereof after construction commences, subject to circumstances as set forth in **Section 10.07(1)**. The City estimates that substantial completion for vehicular use of the Interchange will occur by April 1, 2015.

2. Construction of the On-Site Public Infrastructure shall commence no later than June 1, 2014 and shall be completed to the extent necessary to allow construction of the Fieldhouse Complex no later than January 1, 2015.

3. Construction of the Fieldhouse Complex shall commence no later than January 1, 2015 and shall be completed no later than March 15, 2016, subject to circumstances as set forth in **Section 10.07(1)**. In no event shall the Fieldhouse Developer be required to commence construction of the Fieldhouse Complex if (i) the Interchange and Related Infrastructure Improvements are not under construction by January 1, 2015 or (ii) the On-Site Public Infrastructure will not be sufficiently completed by January 1, 2015 to allow issuance of a building permit for construction of the Fieldhouse Complex. If the conditions (i) or (ii) in the immediately preceding sentence are not satisfied by January 1, 2015, the

Fieldhouse Developer may delay commencement of construction of the Fieldhouse Complex until the date that both of the conditions in (i) and (ii) in the preceding sentence are satisfied.

E. City's Option to Purchase Certain Tracts.

1. If no Vertical Development (as defined below) has occurred on any Developable Lot (as defined below) within the STAR Bond Tract within five (5) years of the date of execution of this Agreement, subject to circumstances as set forth in **Section 10.07(1),** City may purchase such Developable Lot for the nominal consideration of $1 and with no encumbrances or mortgages in place on such Developable Lot, except for such encumbrances which are reasonable and proper for the purposes of a multi-phased lot development, including but not limited to all reasonable easements and restrictive covenants.

2. City's Option to Purchase shall be specific to each individual Developable Lot, meaning that City may exercise its Option to Purchase only with regard to any individual Developable Lot upon which Vertical Development has failed to commence within the defined five (5) year period, subject to circumstances as set forth in **Section 10.07(1),** but may not exercise its Option to Purchase with regard to any Developable Lot upon which Vertical Development has commenced within the applicable five (5) year period.

3. City's Option to Purchase shall be evidenced by an option to purchase executed between the City and Developer at the closing of the STAR Bond Tract, which shall be recorded simultaneously with the closing against the STAR Bond Tract.

4. City shall release its Option to Purchase attached to any Developable Lot upon occurrence of the following conditions: (i) approved plans and specifications by the City for such Developable Lot, (ii) written evidence provided to the City of financing to construct the building(s) on such Developable Lot, (iii) tenant approval by City pursuant to the provisions of **Section 6.01** of this Agreement; (iv) written evidence provided to City of the reversionary interest in any such Developable Lot, which shall vest fee title in the Developer in the event Vertical Development has not occurred on such Developable Lot as defined by this Agreement within the defined (5) year period, subject to circumstances as set forth in **Section 10.07(1)** and thereafter shall vest title in the City.

"Developable Lot" for purposes of this section means each developable and platted lot within the STAR Bond Tract, but shall not include any tracts, lots, or reserves used for drainage, detention, or other quasi-public common area infrastructure purposes.

"Vertical Development" for purposes of this section shall be defined for each Developable Lot as (i) approved plans and specifications by the City for such Developable Lot, (ii) issuance of a building permit by the City for such Developable Lot, (iii) written evidence provided to the City of financing to construct the building(s) on such Developable Lot, and (iv) construction of footings and foundation and all necessary site utilities on such Developable Lot.

F. Standards for Improvements. Any improvements made under the Project Plan completed by the Developer or the Fieldhouse Developer shall be in conformance with approved plans for such improvements, City building codes, City ordinances and all other applicable rules and regulations. Before commencement of construction or development of any buildings, structures or other work or improvement, the Developer or the Fieldhouse Developer, as applicable, shall obtain any and all permits which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work.

G. On-Site Public Infrastructure. All On-Site Public Infrastructure shall be constructed by Developer subject to City's standard review and permitting procedures and pursuant to the provision s of **Exhibit S** attached hereto and incorporated herein. All contracts and subcontracts for the construction of the On-Site Public Infrastructure shall be competitively bid by Developer and the City shall have access to all such bidding documentation. The City hereby acknowledges that the Initial STAR Bonds shall be deemed as security for the completion of the On-Site Public Infrastructure to the extent that such On-Site Public Infrastructure consists of STAR Bond Eligible Costs. The Developer shall provide to the City the statutory bonds and performance bonds required by the City for the On-Site Public Infrastructure. All plans and specifications for the On-Site Public Infrastructure shall be approved by the City Engineer. Developer acknowledges that a portion of the On-Site Public Infrastructure is currently not a STAR Bond Eligible Cost since such portion is not currently located within the District. Developer agrees that to the extent that such portion of the On-Site Public Infrastructure is not included within the District, Developer agrees to use other Developer funds to pay such costs.

H. Stormwater Mitigation. The Parties acknowledge that certain property within the Project may include "jurisdictional waters" as generally described under the federal Clean Water Act. To the extent that any remediation is required, the Developer and the City shall collectively work to identify and agree upon an alternative stormwater mitigation project that must satisfy the minimum threshold of mitigation credits required by the U.S. Army Corps of Engineers. Upon agreement by the City and Developer as to a mutally acceptable alternative stormwater mitigation project, Developer may undertake to complete said project and Developer shall be responsible for all actual costs of said project. The actual cost of said alternative project shall be charged to Developer as a "stormwater mitigation fee," which shall be payable from the STAR Bond Project Fund with the approval of the Secretary.

Section 3.02. Project Budget. The Project shall be constructed substantially in accordance with the Project Budget attached as **Exhibit J** hereto. Developer shall have the right to transfer costs between and among the line items within the Project Budget, provided that (1) the figure for total STAR Bond expenditures does not change and (2) the City Representative approves in writing all such changes and transfers greater than 10% for any line item within the Project Budget.

Section 3.03. Project Zoning, Planning, Platting and Construction.

A. Conformance with Project Plan. The Project shall be developed, and the Project constructed, in accordance with this Agreement and the Project Plan submitted by the Developer and approved by the City. No "substantial changes," as defined in the Act, shall be made to the Project, except as may be mutually agreed upon, in writing, between the Developer, the Fieldhouse Developer and the City, it being the intent of the Parties that the layout and size of particular buildings, parking facilities and private drives will likely change through the planning, zoning and marketing process. Any "substantial changes" shall be made only in accordance with the Act.

B. Zoning, Planning and Platting. The City agrees to consider and act on any zoning, planning and platting applications by the Developer and/or the Fieldhouse Developer in due course and good faith. The Developer has obtained approval from City for its Community Unit Plan for the STAR Bond Tract, as represented by the Site Plan. The Developer acknowledges that the Community Unit Plan remains subject to final platting. City and Developer agree to collectively work to finalize the platting for the STAR Bond Tract. City and Developer both acknowledge that planning and platting are subject to change and City agrees to review any and all changes to planning and/or platting in due course.

C. Construction Plans. After approval of the Site Plan, the Developer and/or Fieldhouse Developer, as to their respective portions of the Project, shall submit Construction Plans for the Project for review and approval pursuant to the Wichita/Sedgwick Unified Building and Trade 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 the Project Plan and this Agreement. The Developer and/or Fieldhouse Developer, as to their respective portions of the Project, agree that all construction, improvement, equipping, and installation work on the Project shall be done in accordance with the Construction Plans, the Site Plan, the Project Plan, and this Agreement.

D. Construction Permits and Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer and/or Fieldhouse Developer, as to their respective portions of the Project, 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 and/or Fieldhouse Developer in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Developer and/or Fieldhouse Developer, as to their respective portions of the Project, 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 the Project Plan or this Agreement.

E. Development Schedule. The Developer and/or Fieldhouse Developer shall commence construction of the Project in good and workmanlike manner in accordance with the terms of this Agreement. The Developer and/or Fieldhouse Developer shall cause their respective portions of the Project to be completed with due diligence. Upon reasonable advance notice, the Developer and/or Fieldhouse Developer shall meet with the City to review and discuss the design and construction of their respective portions of the Project in order to enable the City to monitor the status of construction and to determine that their respective portions of the Project is being performed and completed in accordance with this Agreement.

F. Continuation and Completion. Subject to Excusable Delays, once the Fieldhouse Developer has commenced construction of the Fieldhouse, the Fieldhouse Developer shall not permit cessation of work on the Fieldhouse for a period in excess of 45 consecutive days or 90 days in the aggregate without prior written consent of the City.

G. 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's Unified Building Code and applicable state law. The Developer and Fieldhouse Developer acknowledge 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 and Unified Building Code and applicable state law.

Section 3.04. Rights of Access. Representatives of the City shall have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the project, so long as they comply with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity.

Section 3.05. Certificate of Full Completion.

A. Promptly after completion of the Project in accordance with the provisions of this Agreement, the Developer may submit a Certificate of Full Completion to the City. Full Completion shall mean that the Developer or its successor or assigns shall have been granted a Certificate of Occupancy by the City Building Official and shall have completed all work as required by the Project Plan with respect to the applicable phase of the Project. The Certificate of Full Completion shall be in substantially the form attached as **Exhibit O**. The City shall, within ten (10) days following delivery of the Certificate of Full 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 Full Completion. The City's execution of the Certificate of Full Completion shall constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the applicable phase of the Project to which the Certificate of Full Completion relates.

B. Fieldhouse Complex. Promptly after completion of the Fieldhouse Complex in accordance with the provisions of this Agreement, the Fieldhouse Developer may submit a Certificate of Full Completion to the City. Full Completion shall mean that the Fieldhouse Developer or its successor or assigns shall have been granted a Certificate of Occupancy by the City Building Official and shall have completed all work as required by the Project Plan with respect to the Fieldhouse Complex. The Certificate of Full Completion shall be in substantially the form attached as **Exhibit O**. The City shall, within ten (10) days following delivery of the Certificate of Full 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 Full Completion. The City's execution of the Certificate of Full Completion shall constitute evidence of the satisfaction of the Fieldhouse Developer's agreements and covenants to construct the applicable phase of the Project to which the Certificate of Full Completion relates.

Section 3.06. **Dedication of Right-of Way and Easements**. Developer and Fieldhouse Developer each agree to dedicate to the City without any charge or cost all necessary right-of-way and easements within or adjacent to the STAR Bond Tract for the construction of the Interchange and Related Infrastructure Improvements and On-Site Public Infrastructure.

Developer agrees to use good faith reasonable efforts to purchase the portion of real property within the STAR Bond District South of K-96 Highway known as the "Cozine Tract." If Developer acquires the Cozine Tract, Developer or its assigns agrees to grant to owner of Lot 8 as shown on the Site Plan an easement for vehicular ingress and egress to the north through the parking lot to use the private drive that accesses Greenwich at the signalized intersection without any charge or cost.

ARTICLE IV

PROJECT FINANCING

Section 4.01. **Sources of Funding**. The Parties contemplate that Phase I may be financed by the following sources of funds, subject to the terms of this Agreement: (i) costs incurred and financed by the Developer or Fieldhouse Developer with private debt and equity and (ii) Initial STAR Bonds issued by the City in accordance with the Project Plan and the STAR Bond Act that provide net bond proceeds of a maximum principal amount of $31,570,000 as set forth in **Exhibit F**. In addition to these sources, the Interchange and Related Infrastructure Improvements may also be financed with (a) special property tax assessments in accordance with K.S.A. § 12-6a01 *et seq.* (the "**Benefit District Act**") on certain real property that is included within the CID pursuant to the Benefit District Petition attached hereto as

Exhibit P (the "**Assessments**"), (b) Community Improvement District financing in accordance with the CID Act and the approved CID Ordinance and (c) other City funds.

Developer represents and warrants to the City that it has the financial capacity to obtain the necessary private financing for the Project.

Fieldhouse Developer represents and warrants to the City that it has the financial capacity to obtain the necessary private financing for the Fieldhouse Complex.

Section 4.02. **Phase I Budget**. A budget of the projected costs of Phase I is attached hereto as Exhibit J (the "**Phase I Budget**"). The column entitled "*Phase I Costs*" reflects the total estimated costs to develop Phase I (the "**Phase I Costs**"). The column entitled "*STAR Bond Eligible – Phase I*" reflects the portion of the Phase I Costs that are eligible to be financed with the Initial STAR Bonds pursuant to the STAR Bond Act and the Project Plan (with such costs hereafter referred to as "**STAR Bond Eligible Costs**"). The column entitled "*Contemplated Phase I STAR Bond Uses*" reflects the portions and categories of STAR Bond Eligible Costs that are currently contemplated to be funded with the Initial STAR Bonds.

Section 4.03. **Initial STAR Bonds**. The Parties acknowledge that the Secretary has approved the issuance of Initial STAR Bonds in the amount of $31,570,000 in net bond proceeds (after costs of issuance, capitalized interest and any reserves) for Phase I (the "**Initial STAR Bonds**"). The City is currently pursuing, and shall continue to diligently pursue, all necessary approvals for the Governing Body and the private placement process for the issuance of Initial STAR Bonds.

The Initial STAR Bond proceeds shall be applied, but not necessarily drawn down upon, in the following order of priority:

(1) First, the City may draw $3,867,711 from the STAR Bond Project Fund to finance a portion of the Interchange and Related Infrastructure Improvements, in accordance with the plans depicted on **Exhibit H**.

(2) Second, $5,500,000 of the Initial STAR Bonds shall be utilized to finance vertical construction of the Fieldhouse. The Fieldhouse Developer may draw up to this amount from the STAR Bond Project Fund to fund construction draws if it has been established to the reasonable satisfaction of both the City and the Developer that the Fieldhouse Developer has adequate financing to fully and finally develop the Fieldhouse Complex.

(3) Third, STAR Bond proceeds may be used to construct On-Site Public Infrastructure, to the extent that such On-Site Public Infrastructure is a STAR Bond Eligible Cost.

(4) Fourth, STAR Bond proceeds are then used to fund the costs of the acquisition of the portion of the STAR Bond Tract to be conveyed to the Developer, which will then be conveyed by Developer to the Fieldhouse Developer.

(5) Finally, the balance of the Initial STAR Bonds may be utilized to fund the acquisition of the balance of the STAR Bond Tract and any STAR Bond Eligible Costs. This balance may be expended on STAR Bond Eligible Costs at any time, provided that the amounts stated in items (1), (2), (3) and (4) above have been dedicated in the STAR Project Bond Fund for the purposes stated therein. In the event Initial STAR Bond proceeds are not sufficient to pay the costs of all costs in (1), (2), (3) and (4) above, then Developer agrees to fund the shortfall from equity or private financing.

In connection with refunding the Initial STAR Bonds or the future issuance of additional STAR Bonds the City will conduct a process for selection of the underwriter of such STAR Bonds.

Upon the issuance of the Initial STAR Bonds and any other STAR Bonds, the proceeds shall be deposited into a bond fund (the "**STAR Bond Project Fund**") governed by the Bond Document (defined below), the proceeds of which may be utilized only for items deemed STAR Bond Eligible Costs pursuant to the STAR Bond Act and in accordance with the Project Plan and this Agreement. Each disbursement from the STAR Bond Project Fund must be approved in writing by the City Representative.

Section 4.04. **Source of STAR Bond Payments**. The Initial STAR Bonds shall be paid solely from Tax Revenues and the City Contribution. The Tax Revenues will be collected within the Project each and every year for a period of twenty (20) years from June 3, 2013. For a period of twenty (20) years from the approval of the Project Plan by the City and the Secretary, the City shall cooperate with the State of Kansas and the bond trustee mutually agreeable to the Parties selected to serve in regard to the Initial STAR Bonds (the "**Bond Trustee**") to properly allocate the Tax Revenues collected hereunder to pay and amortize the Initial STAR Bonds, unless such Initial STAR Bonds shall be paid in full and retired prior to the end of such twenty (20) year period.

Section 4.05. **STAR Bond Revenue Fund; Disbursements**. The City shall collaborate with the State of Kansas and the Bond Trustee to establish and maintain a separate fund and account which will be described and defined in the STAR Bond documents (the "**Bond Documents**") and which, for purposes of this Agreement shall be referred to as the "**STAR Bond Revenue Fund**." The Tax Revenues and the City Contribution shall be deposited into the STAR Bond Revenue Fund. Disbursements from the STAR Bond Revenue Fund shall be as set forth in the Bond Documents.

Section 4.06. **Assessments**. The Parties agree that the preliminary estimate of costs to construct the Interchange and Related Infrastructure Improvements in accordance with the plans attached hereto as **Exhibit H** is $9,500,000 (the "**Interchange and Related Infrastructure Costs**"). The Interchange and Related Infrastructure Costs include, subsume, and discharge all outstanding amounts associated with City Resolution 09-191. If the cost of the Interchange and Related Infrastructure Improvements exceeds $9,500,000, all excess cost shall be the sole responsibility of City. Further, the City shall use best efforts to find savings in and reasonably reduce the Interchange and Related Infrastructure Costs. If the Interchange and Related Infrastructure Improvements are less than $9,500,000 the amount of the Assessments to be levied pursuant to this Agreement shall be reduced by the amount of such savings.

The Interchange and Related Infrastructure Improvements shall be financed as follows:

(1) $3,867,711 of the Initial STAR Bonds shall be utilized to finance the Interchange and Related Infrastructure Improvements.

(2) $1,000,000 of City general obligations bonds to be funded from the City's debt service fund.

(3) $1,000,000 of City general obligation bonds to be funded from the City's local sales tax fund (LST).

(4) $1,500,000 of City general obligation bonds to be funded from the proceeds of 0.2% of the overall 1.2% additional sales tax levied within the community improvement district created for the Cabela's retail store within the Project by Ordinance No. 48-791 (the "**Cabela's**

CID"). A schedule prepared by the Developer shows the estimated revenue of the Cabela's CID is attached hereto as **Exhibit K**.

(5) $2,132,289 of City general obligation bonds to be funded from Assessments upon property located in the Benefit District described in **Exhibit P.** The Developer has authorized and executed a petition pursuant to the Benefit District Act, and on terms and conditions satisfactory to the Developer, to enable the Assessments (the **"Benefit District Petition"**), which is attached hereto as **Exhibit P**.

ARTICLE V

STAR BOND ISSUANCE

Section 5.01. **Compliance with the STAR Bond Act**. The Parties hereby agree that they will comply with all reasonable requirements including any statutory requirements, associated with the issuance, sale, purchase and delivery of the Initial STAR Bonds and shall cooperate with one another to fully effectuate the terms, distributions, payments as detailed herein.

Section 5.02. **Certification of Expenditures**. Prior to the disbursement of any STAR Bonds, the Developer and/or Fieldhouse Developer shall certify any STAR Bond Eligible Costs for which it intends to utilize STAR Bonds in accordance with the following:

1. The Developer and/or Fieldhouse Developer shall submit to the City a Certification of Expenditures in the form attached hereto as **Exhibit L** setting forth the amount for which payment is sought and an itemized listing of the related STAR Bond Eligible Costs.

2. Each Certification of Expenditures shall be accompanied by such bills, contracts, invoices, and other evidence as the City shall reasonably require to document appropriate payment.

Section 5.03. **Payment of Expenditures**. The City shall have twenty (20) calendar days after receipt of any Certification of Expenditures to review and respond by written notice to the Developer and/or Fieldhouse Developer. If the submitted documentation demonstrates that: (1) the Certification of Expenditures shows payment or pending payment by the Developer of the STAR Bond Eligible Costs; (2) the expense was incurred or will immediately be incurred upon the disbursement of STAR Bonds; (3) the aggregate amount of STAR Bond Eligible Costs theretofore paid or encumbered pursuant to this Agreement is less than $31,570,000 and if added to the amount of the Certification of Expenditures, would not exceed $31,570,000; (4) a detailed description of the STAR Bond Eligible Costs, which is tied to the line item(s) in the Project Budget; (5) the Developer and/or Fieldhouse Developer is not in material default under this Agreement; and (6) 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 STAR Bond Eligible Costs pursuant to the terms of this Agreement. If the City reasonably disapproves of the Certification of Expenditures, the City shall notify the Developer and/or the Fieldhouse Developer in writing of the reason for such disapproval within such twenty (20) day period.

Section 5.04. **STAR Bond Project Fund**. The STAR Bond Project Fund shall be created and administered by the City or the Bond Trustee for the Initial STAR Bonds its designee and will be utilized solely to disburse the proceeds of the issuance of the Initial STAR Bonds for STAR Bond Eligible Costs. The specifics of the issuance and repayment of the Initial STAR Bonds shall be in accordance with the Bond Documents, to be approved by City ordinance, and in accordance with this Agreement. Upon

issuance of the Initial STAR Bonds, the net bond proceeds of the issuance of such bonds shall be disbursed in accordance with this Agreement and the Bond Documents to the appropriate Party for the purpose of funding the STAR Bond Eligible Costs. The City hereby agrees, subject to annual appropriation by the City Council, to contribute $162,000 annually to the STAR Bond Revenue Fund so long as the Initial STAR Bonds are outstanding (the "**City Contribution**").

Section 5.05. **Direct Placement of Initial STAR Bonds**. The Developer agrees to have the Initial STAR Bonds directly placed with (i) not more than seven (7) "qualified institutional buyer" as defined in Rule 144A and/or (ii) the Developer and/or Affiliates. In connection with such direct placement of the Initial STAR Bonds there shall be no disclosure document of the City, no continuing disclosure obligations for the City, each purchaser and all subsequent transferees of the Initial STAR Bonds shall execute an investment letter to the City in a form satisfactory to the City, the Initial STAR Bonds shall be prepayable at par beginning not more than ten (10 years after issuance and all other terms of the Initial STAR Bonds shall be satisfactory to the City.

Section 5.06. **No Full Faith and Credit Bonds**. The Parties agree that the Initial STAR Bonds shall be special obligation bonds only and shall not be general obligation bonds backed by the full faith and credit of the City. This provision shall not be read to limit the City's obligation to make the City Contribution in accordance with this Agreement.

ARTICLE VI

USE OF THE DISTRICT

Section 6.01. **Tenants and Land Use Restrictions.** At all times while this Agreement is in effect:

A. Land Use Restrictions. The types of land uses and retailers set forth in **Exhibit N** hereto are prohibited within the STAR Bond Tract, unless approved in writing by the City prior to the execution of a letter of intent, lease or prior to the sale of land.

B. Tenant Qualifications and Pre-Approved Tenants.

1. The Developer will reasonably consult with the City to sell and/or lease property within the STAR Bond Tract to retailers, restaurants, and/or destination attractions which are reasonably acceptable to the City. The Developer shall present a written description of potential retailers, restaurants, and/or destination attractions to the City within thirty (30) days prior to the date when the Developer expects to enter into any legal obligation for the sale and/or lease of property within the STAR Bond Tract. The City Representative shall respond to the Developer within fifteen (15) business days of the receipt of any such communication. If the City Representative does not respond to Developer within fifteen (15) business days, such non-response shall constitute a waiver of any objection to Developer's proposed sale or lease. The Developer shall promptly notify the City Representative upon the execution of any such legal obligation for the sale and/or lease of property within the STAR Bond Tract. The City Representative or its designee shall have authority to act on behalf of the City for purposes of making all determinations required of the City in this **Section 6.01(B)**. The rights and obligations of this paragraph shall only be effective for the five (5) year period during which Developer shall act as Master Developer of the Project, and only for the initial sale, lease, and/or disposition by Developer.

2. From the date of this Agreement until twenty-four (24) months of the City's receipt of a Certificate of Full Completion for the Project, the City shall have the absolute right to refuse any retailer and/or restaurant presented by the Developer in accordance with the provisions of **Section 6.01(B)(1)** to the extent that such retailer and/or restaurant is duplicative of any existing retailer and/or restaurant already located within the city limits of the City or constitutes a relocation of any retailer and/or restaurant in business in the City.

Section 6.02. 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.

Section 6.03. Hotel Provisions.

A. *Hotel Flag.* The Hotel Flag for the Fieldhouse Complex shall be GoodSports Lodging or a similar hotel brand, which similar brand must be approved in writing by the City and which approval shall not be unreasonably withheld, conditioned or delayed. The City reserves the right to approve any changes in the Hotel Flag during the term of this Agreement subject to the criteria set forth in this section.

B. *Hotel Operation.* Fieldhouse Developer or its Affiliate shall serve as the operator of the Fieldhouse Complex inclusive of the associated hotel. In the event of default under this Agreement by the Fieldhouse Developer, which default results in a change in operation of the constructed and operating hotel, Fieldhouse Developer shall promptly notify the City and provide for the City's written approval of a substitute operator for the operation and management of the hotel with financial resources and experience satisfactory to the City to ensure the continued operation of the hotel during the term of this Agreement. The City shall not unreasonably withhold, condition or delay the approval of such substituted operational entity, so long as such substituted entity has the financial resources and experience to operate the hotel in a similar manner as demonstrated to the City.

Section 6.04. Copies of All Leases and Agreements. The City Representative and its duly authorized designees shall have the right at reasonable times (during business hours), and upon reasonable notice to inspect copies of all leases, sale contracts and other material agreements between the Developer and any third party relating to the Project at the principal business office of the Developer, in a manner that maintains the confidentiality of such leases and agreements.

Section 6.05. Sales Tax Information.

A. The Developer shall provide the City Representative written notice of all current tenants located on property owned by the Developer within the STAR Bond Tract within 10 days of the opening or closing for business of any business within the Project on property owned by the Developer within the STAR Bond Tract, 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 simultaneously with submission to the Kansas Department of Revenue the monthly sales tax returns for their facilities in the District. The Developer hereby agrees that each such lease agreement

shall provide that the City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such tenant or purchaser.

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.

D. Developer agrees to make commercially reasonable efforts to obtain waivers consenting to the release by the City of aggregate Sales Tax Revenues generated within the District from all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the District throughout the term of this Agreement contemporaneously with the acquisition of such property or occupancy rights.

Section 6.06. Taxes, Assessments, Encumbrances and Liens.

A. So long as the Developer owns real property within the District, the Developer shall pay when due all real estate taxes, assessments and CID payments related to such property. Nothing herein shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment (other than CID Assessments, which Developer agrees not to contest), encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The Developer shall promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's or such other owners' property within the District.

B. So long as the Fieldhouse Developer owns real property within the District, the Fieldhouse Developer shall pay when due all real estate taxes, assessments and CID payments related to such property. Nothing herein shall be deemed to prohibit the Fieldhouse Developer from contesting the validity or amounts of any tax, assessment (other than CID Assessments, which Fieldhouse Developer agrees not to contest), encumbrance or lien, nor to limit the remedies available to the Fieldhouse Developer in respect thereto. The Fieldhouse Developer shall promptly notify the City in writing of a protest of real estate taxes or valuation of the Fieldhouse Developer's or such other owners' property within the District.

C. Subject to **Section 6.07**, Developer agrees that no mechanics' or other liens shall be established or remain against the On-Site Public Infrastructure, or the funds in connection with any of the On-Site Public Infrastructure, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer shall not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the On-Site Public Infrastructure as a result of acts of the Developer, its agents or independent contractors.

Section 6.07. Financing During Construction; Rights of Holders.

A. No Encumbrances Except Mortgages during Construction. Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments, CID payments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

B. Holder Not Obligated to Construct Improvements. The holder of any mortgage authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the deed for the District be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the District to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

C. Notice of Default to Mortgage Holders; Right to Cure. With respect to any mortgage granted by Developer as provided herein, whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by the Developer in completion of construction of the Project, the City shall at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand, but only if City has been requested to do so in writing by Developer. Each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to and with the City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, that portion of the Project to which the lien or title of such holder relate, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

D. The restrictions on Developer financing in this Section are intended to and shall apply only to financing during the construction period for the improvements and any financing obtained in connection therewith.

Section 6.08. Covenant for Non-Discrimination. The Developer and/or the Fieldhouse 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.

ARTICLE VII

COMMUNITY IMPROVEMENT DISTRICT; REIMBURSEMENT FOR COMMUNITY IMPROVEMENT DISTRICT COSTS

Section 7.01. CID Financing. Subject to the terms and conditions of this Agreement, the City shall cause the collection of the CID Sales Tax within the CID Area on the sale of tangible personal property at retail or rendering furnishing services which are taxable pursuant to the Kansas Retailers'

Sales Tax Act (K.S.A. 79-3601 *et seq.*) on the STAR Bond Tract and certain other property in the District as mutually agreed by the Developer and City. The term of the CID shall be 22 years, unless the Assessments have been retired prior to that time, in which event the CID shall terminate as soon thereafter as legally permissible. Throughout the term of the CID, the CID Sales Tax shall be deposited into a separate fund maintained by the City, which shall be established and administered by the City in compliance with the laws of the State of Kansas, the City's CID Policy and this Agreement. The Parties agree that the net revenues generated by the CID Sales Tax shall be utilized solely to reimburse Developer for Assessments paid by the Developer. To the extent that the revenues of the CID exceed the payments required to reimburse the Developer for paid Assessments, the excess shall be utilized to redeem principal on any bonds issued that are secured by the revenues of the Assessments to the extent permitted by such bonds or to create a reserve for future Developer reimbursement for Assessments.

Section 7.02. **CID Sales Tax.** The City shall deliver a certified copy of the CID Ordinance to the Kansas Department of Revenue. The Parties expect that the CID Sales Tax shall commence on October 1, 2014. Except as otherwise set forth herein, all of the CID Sales Tax collected and delivered to the CID Sales Tax Fund shall be available for and dedicated to pay any payments due by the Developer on the Assessments for the duration of the Term.

Section 7.03. **Payment of the City's Administrative Service Fee.** The City shall be paid from the CID Sales Tax Fund an Administrative Service Fee in an amount equal to five percent (5%) of the total CID revenues generated within the District. The $5,000 application fee paid by Developer upon submission of the Benefit District Petition to the City shall be applied as a credit toward payment of the Administrative Service Fee.

Section 7.04. **Termination of the Project Plan or the CID**. The City shall not terminate the Project Plan or the CID prior to the expiration of their respective terms as stated herein, except as provided by law, or as requested by the Developer.

Section 7.05. **Modification of the CID**. During the term of this Agreement, the Developer may request, and the City shall use best faith efforts to consider and implement any modification to the CID, in accordance with the CID Act and the City's CID Policy, including an addition to or reduction of the land area contained within the CID as requested by the Developer.

Section 7.06. **Public Disclosure**. The Developer and Fieldhouse Developer will post Signage in a prominent location adjacent to the main entrance of every retail business in the District. Signage is to be posted no later than the date the CID Sales Tax commences and maintained throughout the term of the CID and Agreement.

ARTICLE VIII

ASSIGNMENT; TRANSFER

Section 8.01. Transfer of Obligations.

A. The rights, duties and obligations hereunder of the Developer may be assigned, in whole or in part, to another entity or individual without the prior approval of the City Representative, City Governing Body, or any other entity or individual; *provided, however*, that in the event Developer assigns any of its obligations originating from this Agreement, such assignment shall not release Developer from those obligations unless such entity or individual assumes such obligations and the Governing Body consents to such assignment and assumption. Developer may not assign its right to reimbursement from

Tax Revenues without prior approval by the Governing Body, which shall not be unreasonably withheld, conditioned, or delayed.

B. The rights, duties and obligations hereunder of the Fieldhouse Developer may not be assigned, in whole or in part, to another entity or individual without the prior approval of the City Representative, which shall not be unreasonably withheld, conditioned, or delayed; *provided, however*, that in the event Fieldhouse Developer assigns any of its obligations originating from this Agreement, such assignment shall not release Fieldhouse Developer from those obligations unless such entity or individual assumes such obligations and the Governing Body consents to such assignment and assumption.

C. The Parties contemplate that the portions of the District may be owned by or transferred to third parties and no purchaser or tenant of any part of the District shall be bound by any obligation of the Developer and/or the Fieldhouse Developer solely by virtue of being a purchaser or tenant whose interest arose from the Developer or the Fieldhouse Developer (as applicable); provided, however, that no transferee or owner of property within the District except the Developer shall be entitled to any rights whatsoever or claim upon the Tax Revenues as set forth herein, except as specifically authorized in writing by the Developer.

D. The foregoing restrictions on assignment, transfer and conveyance shall not apply to (a) any security interest granted to secure indebtedness to any construction or permanent lender, or (b) the sale, rental and leasing of portions of the District for the uses permitted under the terms of this Agreement or (c) the assignment, transfer or conveyance by a Party to its Affiliate.

Section 8.02. Corporate Reorganization. Nothing herein shall prohibit (or require City approval to allow) the Developer or the Fieldhouse Developer from forming additional development or ownership entities to replace or joint venture with the Developer or the Fieldhouse Developer for the purpose of business and/or income tax planning; provided that such entity is an Affiliate of Developer or Fieldhouse Developer as defined by this Agreement.

Section 8.03. Prohibition Against Transfer of the Fieldhouse Complex.

A. For a period of five (5) years after the date on which a Certificate of Full Completion is issued for the Fieldhouse Complex, the Fieldhouse Developer shall not, except as permitted by this Agreement and in accordance with the Act, without prior written approval of the City which shall not be unreasonably withheld, conditioned or delayed, make any total or partial sale, transfer, conveyance, assignment or lease of the Fieldhouse Complex or the real property owned by Fieldhouse Developer within the STAR Bond Tract except as permitted by this Agreement. This prohibition shall not be deemed to prevent the granting of temporary or permanent easements or permits to facilitate the development of the Fieldhouse Complex or to prohibit or restrict the leasing of any part or parts of a building, structure or land for a term commencing on completion.

B. As a condition to such transfer, the City may require such transferee to agree to be bound, in whole or in part, by the provisions of this Agreement.

C. The provisions of this Section shall not apply to any real property or the individual buildings or improvements thereon owned by Developer. Except as otherwise provided in this Agreement, Developer may freely and without restriction sell, transfer, convey or lease any portion of the District owned by Developer.

ARTICLE IX

GENERAL COVENANTS

Section 9.01. Indemnification of City.

A. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, 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:

1. the Developer's actions and undertaking in implementation of the Project Plan or this Agreement;

2. 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 Project; and

3. 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.

This section shall not apply to willful misconduct or negligence of the City or its officers, employees or agents. 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. Fieldhouse Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, 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:

1. the Fieldhouse Developer's actions and undertaking in implementation of the Project Plan or this Agreement;

2. the negligence or willful misconduct of Fieldhouse Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Project; and

3. any delay or expense resulting from any litigation filed against the Fieldhouse Developer by any member or shareholder of the Fieldhouse Developer, any prospective investor,

prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

This section shall not apply to willful misconduct or negligence of the City or its officers, employees or agents. 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 Fieldhouse Developer owns or has control of real property pursuant to any of Fieldhouse 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.

C. In the event any suit, action, investigation, claim or proceeding (collectively, an **"Action"**) is begun or made as a result of which the Developer, City, and/or Fieldhouse Developer may become obligated to one or more of the City Indemnified Parties or Developer Indemnified Parties hereunder, any one of the City Indemnified Parties or Developer Indemnified Parties shall give prompt notice to the Developer, Fieldhouse Developer or City, as applicable, of the occurrence of such event.

E. The rights to indemnification set forth in this Agreement shall survive the termination of this Agreement.

Section 9.02. Insurance.

A. As used in this Section, **"Replacement Value"** means an amount sufficient to prevent the application of any co-insurance contribution on any loss but in no event less than 100% of the actual replacement cost of the Fieldhouse, including additional administrative or managerial costs that may be incurred to effect the repairs or reconstruction, but excluding costs of excavation, foundation and footings.

B. The Fieldhouse Developer shall comply with the insurance requirements set forth in this Section unless the Fieldhouse Developer requests approval of substitute insurance requirements, based on insurance required by one or more lenders to Fieldhouse Developer, and the City approves such request in writing. The Fieldhouse Developer shall keep the Fieldhouse continuously insured against such risks and in such amounts, with such deductible provisions as are customary in connection with the operation of facilities of the type and size comparable to the Fieldhouse. The Fieldhouse Developer, at the Fieldhouse Developer's sole expense, shall carry and maintain or cause to be carried and maintained, and pay or cause to be paid in a timely manner the premiums for at least the following insurance with respect to the Fieldhouse (unless the requirement therefore shall be waived by the Trustee, if any, and the City in writing):

1. Builder's completed value risk insurance and, on and after the completion date of the Fieldhouse, property insurance, in each case (a) providing coverage during the construction of the Fieldhouse for financial losses of the Fieldhouse Developer relating to continuing expenses, caused by property damage during the construction of the Fieldhouse, (b) providing coverage (including increased costs from changes in building laws, demolition costs and replacement cost coverage) for those risks which is equal or broader than that currently covered by an all–risk policy covering all improvements, fixtures and equipment in the Fieldhouse, (c) containing an agreed amount endorsement with a waiver of all co-insurance provisions, (d) providing for no

deductible in excess of $500,000 (as increased each year by the increase in the CPI, if any, for the preceding calendar year) for all such insurance coverage, and (e) covering, without limitation, loss, including, but not limited to, the following:

(a) fire,
(b) extended coverage perils,
(c) vandalism and malicious mischief,
(d) water damage,
(e) debris removal,
(f) collapse, and
(g) comprehensive boiler and machinery insurance,

in each case on a replacement cost basis in an amount equal to the Project's Replacement Value; and

2. Commercial general liability insurance providing coverage for those liabilities which is equal or broader than that currently covered by a CGL policy (a standard ISO CGL form), including at least the following hazards: (a) premises and operations; (b) products and completed operations; (c) independent contractors; and (d) blanket contractual liability for all legal contracts; such insurance (x) to be on an "occurrence" form with a combined limit of not less than $2,000,000 in the aggregate and $1,000,000 per occurrence, and (y) with excess coverage of not less than Replacement Value;

3. Workers' compensation insurance, with statutorily required coverage.

C. The Developer, at the Developer's sole expense, shall carry and maintain or cause to be carried and maintained, and pay or cause to be paid in a timely manner the premiums for at least the following insurance only with respect to the Developer's portion of the Project funded by STAR Bond proceeds:

1. Commercial general liability insurance providing coverage for those liabilities which is equal or broader than that currently covered by a CGL policy (a standard ISO CGL form), including at least the following hazards: (a) premises and operations; (b) products and completed operations; (c) independent contractors; and (d) blanket contractual liability for all legal contracts; such insurance to be on an "occurrence" form with a combined limit of not less than $2,000,000 in the aggregate and $1,000,000 per occurrence.

2. Workers' compensation insurance, with statutorily required coverage.

Section 9.03. Non-liability of Officials, Employees and Agents of the City. No recourse shall be had for the reimbursement of the Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

ARTICLE X

DEFAULTS AND REMEDIES

Section 10.01. **Defaults - General**. Subject to the extensions of time set forth in **Section 10.07** below (Enforced Delay), 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 10.02** below, constitutes an **"Event of Default"** under this Agreement. The Party claiming a default (**"Claimant"**) shall give written notice of default to the defaulting Party, specifying the nature of the default.

Section 10.02. **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 10.01**, 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 10.03. **Remedies on Default**. Whenever any Event of Default by the City shall have occurred and be continuing, subject to applicable cure periods, the Developer and/or Fieldhouse Developer may pursue any remedy at law and in equity, except as provided below, and provided the City's sole source of payment of any monetary damages under this Agreement shall be expressly limited to the special revenues of the City described in this Agreement.

Whenever any Event of Default by the Developer and/or Fieldhouse 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/or Fieldhouse Developer and withhold any CID Sales Tax. If two or more Events of Default by the Developer and/or Fieldhouse 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 and withhold any disbursements and withhold any CID Sales Tax.

Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Developer, Fieldhouse 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.

Notwithstanding any other provision of this Article, if Fieldhouse Developer is in default, as defined above, of its obligation in this Agreement to complete construction of the Fieldhouse Complex, City may enforce said obligation by demanding specific performance of Fieldhouse Developer's obligation. Likewise, if the City is in default, as defined above, of its obligation in this Agreement to construct the Interchange and Related Infrastructure Improvements, Developer and/or Fieldhouse Developer may enforce said obligation by demanding specific performance of City's obligation to the extent permitted by law and subject to **Section 11.24**. Further, if Developer is in default, as defined above, of its obligation in this Agreement to complete construction of the On-Site Public Infrastructure, City and/or Fieldhouse Developer may enforce said obligation by demanding specific performance of Developer's obligation. If the Fieldhouse Developer is unable or unwilling to perform its obligation to construct the Fieldhouse Complex upon demand of specific performance by the City, Developer may

undertake to cure Fieldhouse Developer's default by completing original construction of the Fieldhouse Complex.

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 10.04. Legal Actions.

1. 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.

2. Applicable Law. The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement.

3. Acceptance of Service of Process.

   a. In the event that any legal action is commenced by the Developer or Fieldhouse 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.

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

Section 10.05. 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 10.06. 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 10.07. Enforced Delay; Extension of Times of Performance.

1. 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 delay or default of the other Party, war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, market conditions, quarantine restrictions, freight embargoes, lack of transportation, or unusually severe weather, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform.

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

ARTICLE XI

GENERAL PROVISIONS

Section 11.01. Mutual Assistance. The City and the Developer and Fieldhouse Developer agree 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 11.02. 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 11.03. 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 11.04. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 11.05. Agreement Controls. The Parties agree that the Project Plan will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of

the City and Developer with respect to constructing the Project, the payment of Project Costs and all other methods of implementing the Project Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the Project Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the Project Plan. Nothing in this Agreement shall be deemed an amendment of the Project Plan. 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 11.06. 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 or Fieldhouse 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 and Fieldhouse Developer warrant that neither 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 11.07. Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect, unless mutually terminated earlier by the Parties, for the later of: (i) twenty (20) years from the date of approval of the Project Plan, or (ii) twenty-two (22) years after commencement of the CID Sales Tax.

Section 11.08. 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 of Kansas, 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 11.09. Required Disclosures. The Developer and/or Fieldhouse 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 and/or Fieldhouse 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 11.10. Tax Implications. The Developer and Fieldhouse Developer acknowledge and represent that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer nor Fieldhouse 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 and Fieldhouse Developer are relying solely upon its own tax advisors in this regard.

Section 11.11. 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 and/or Fieldhouse Developer is required, or the City or the Developer and/or Fieldhouse 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 and/or Fieldhouse Developer by any officer of Developer and/or Fieldhouse 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 City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

Section 11.12. Notice. All notices and requests required pursuant to this Agreement shall be sent as follows:

To the City:

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

With a copy to:

City Clerk
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202

and

Joe Norton
Gilmore & Bell, P.C.
100 North Main Street, Suite 800
Wichita, Kansas 67202-1311

To the Developer:

Wichita Destination Developers, Inc.
Attention: Mike Boyd, President
1707 N Waterfront Pkwy
Wichita, KS 67206

With copies to:

Korb W. Maxwell
Polsinelli PC
700 West 47th Street, Suite 1000
Kansas City, MO 64112

To the Fieldhouse Developer:

Goodsports Village Wichita, LLC
Goodsports Communities, Inc.
Attn: Jerald J. Good
1626 Ringling Boulevard, Suite 400
Sarasota, FL 34236

Barbara Weller
GoodSports Enterprises Global, LLC
1626 Ringling Boulevard, Suite 400
Sarasota, FL 34236

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 11.13. Kansas Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 11.14. 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 11.15. Recordation of Agreement. The Parties agree to execute and deliver an original of this Agreement and any amendments or supplements hereto, in proper form for recording and/or

indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Sedgwick County, Kansas. This Agreement shall be recorded by the Developer at Developer's sole cost and expense, and proof of recording shall be provided to the City.

Section 11.16. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld, conditioned or unduly delayed.

Section 11.17. 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 11.18. 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 11.19. Survivorship. Notwithstanding the termination of this Agreement, the Developer's and Fieldhouse Developer's obligations set out in **Section 9.01** shall survive the termination of this Agreement.

Section 11.20. 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 11.21. 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

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

Appeared before me today, this _____ day of _____, 2013, Carl Brewer, personally known to me and after first being sworn did state that he is the Mayor of the City of Wichita, State of Kansas, and that the seal affixed to the foregoing instrument is the official Seal of the City of Wichita, and that said instrument was signed and sealed on behalf of the City, and that the matters set forth herein are true and correct to the best of his and the City's knowledge, information and belief, and acknowledge that he executed the same on behalf of the City as its free act and deed.

_____
Notary Public

My Commission Expires:

DEVELOPER:

WICHITA DESTINATION DEVELOPERS, INC.,
a Kansas corporation

By: _____
Michael J. Boyd, President

STATE OF KANSAS)
) ss.
COUNTY OF (_____)

On this _____ day of _____, 2013, before me personally appeared Mike Boyd, to me personally known, who being by me duly sworn did say that he is the President of Wichita Destination Developers, Inc., and that said instrument was signed and delivered on behalf of said corporation and acknowledged to me that he executed the same as the free act and deed of said corporation.

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

_____
NOTARY PUBLIC

My Commission Expires:

_____
[SEAL]

FIELDHOUSE DEVELOPER:

GOODSPORTS VILLAGE WICHITA, LLC
a Delaware limited liability company

By: _____
Jerald J. Good, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2013, before me personally appeared Jerald J. Good, to me personally known, who being by me duly sworn did say that he is the Manager of Goodsports Village Wichita, LLC, a Delaware limited liability company, and that said instrument was signed and delivered on behalf of said corporation and acknowledged to me that he executed the same as the free act and deed of said corporation.

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

_____
NOTARY PUBLIC

My Commission Expires:

_____
[SEAL]

GOODSPORTS COMMUNITIES, INC.,
a Florida corporation

By: _____
Jerald J. Good, _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2013, before me personally appeared Jerald J. Good, to me personally known, who being by me duly sworn did say that he is the _____ of Goodsports Communities, Inc., a Florida corporation, and that said instrument was signed and delivered on behalf of said corporation and acknowledged to me that he executed the same as the free act and deed of said corporation.

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

_____
NOTARY PUBLIC

My Commission Expires:

_____
[SEAL]

Exhibit A – Ordinance No. 49-208

[see attached]

_____PUBLISHED IN THE WICHITA EAGLE ON March 2, 2012

Ordinance No. 49-208

AN ORDINANCE OF THE CITY OF WICHITA
ESTABLISHING THE K-96 GREENWICH STAR BOND PROJECT DISTRICT

WHEREAS, the provisions of K.S.A. 12-17, 165, as amended, set forth the procedure for the establishment of a STAR bond district for certain purposes in eligible areas; and

WHEREAS, the Governing Body of the City of Wichita, by Resolution No. R 12-006 dated January 10, 2012, has given notice of its consideration of the establishment of a STAR bond district and described a proposed district plan that identifies all of the proposed project areas along with a general description of the buildings and facilities to be constructed or improved; and

WHEREAS, the K-96 Greenwich STAR Bond Project District area appears to qualify as, and has been determined by the Kansas Secretary of Commerce (the "Secretary") to constitute, an eligible area as a major commercial entertainment and tourism area including a "major multi-sport athletic complex" under the provisions of K.S.A. 2009 Supp. 12-17, 162, as amended; and

WHEREAS, the Governing Body of the City of Wichita, finds and determines that the development of the area is necessary to promote the general and economic welfare of the City; and

WHEREAS, a public hearing required by K.S.A. 12-17, 165, as amended has been held and concluded; and

WHEREAS, the Governing Body of the City of Wichita desires to establish a STAR Bond Project District that encompasses the K-96 Greenwich STAR Bond Project District area,

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

Section 1. The Governing Body hereby finds and determines that the K-96 Greenwich STAR Bond Project District area qualifies as, and has been determined by the Kansas Secretary of Commerce (the "Secretary") to constitute, an eligible area as a major commercial entertainment and tourism area including a "major multi-sport athletic complex" under the provisions of K.S.A. 12-17, 162, as amended, and that the STAR Bond Project District is a "STAR Bond Project" as defined in K.S.A. 2011 Supp. 12-17,162.

Section 2. A redevelopment district is hereby established that shall hereafter be designated the K-96 Greenwich STAR Bond Project District, the legal description is set

forth in **Exhibit A** attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the K-96 Greenwich STAR Bond Project District is attached hereto as **Exhibit B** and incorporated herein by reference.

Section 3. The STAR Bond Project District Plan identifying all the proposed project areas along with a general description of the buildings and facilities that are proposed to be constructed or improved in each STAR bond project area is adopted as the redevelopment district plan for the K-96 Greenwich STAR Bond Project District, and is set forth in Exhibit "C" attached hereto and incorporated herein by reference.

Section 4. This ordinance shall be in force and effect from and after its passage, and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 28th day of Feb, 2012.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

Approved as to Form:

Gary E. Rebenstorf, City Attorney

EXHIBIT "A"
STAR BOND DISTRICT
LEGAL DESCRIPTION

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

Note: The basis of the bearings in this description is N 89° 16' 46" E being the South line of the Southwest Quarter of Section 3 Township 26 South Range 2 East and as shown on Cross Pointe 2ND a recorded subdivision in the Sedgwick County Register of Deeds office.

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

Thence South 89° 01' 03" West 1550.01 feet, on the south line of the Southeast Quarter of said Section 4 and generally West on the centerline of 21st Street North to a point 60.0 feet south of the south west corner of Lot 12 on Regency Lakes Commercial 2ND Addition a recorded subdivision in the Sedgwick County Register of Deeds office;

Thence North 00° 42' 44" West 2645.22 feet on the west line of said Regency Lakes Commercial 2ND Addition subdivision and a continuation of that line to a point on the East/West center line of said Section 4, the southern most line of Regency Park Addition a recorded subdivision in the Sedgwick County Register of Deeds office and the North right of way line of Highway K-96;

Thence North 89° 02' 53" East 381.86 feet, on said East/West center line of said Section 4, the southern most line of said Regency Park Addition, and the north right of way line of Highway K-96;

Thence North 54" 11' 18" East 614.48 feet on said southern most line of said Regency Park Addition and the north right of way line of Highway K-96;

Thence North 74° 45' 12" East 316.18 feet on said southern most line of said Regency Park Addition and the north right of way line of Highway K-96;

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

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

Thence North 89°16'14" East 1030.00 feet on the north line of the Northwest Quarter of said Section 3 to a point being 60.00 feet north of the northwest corner of Block A on Stoney Pointe Addition a recorded subdivision in the Sedgwick County Register of Deeds office;

Thence South 00°32'29" East 1023.95 feet on the west line of said Block A to the south west corner of Reserve D on said Stoney Pointe Addition;

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

Thence South 00°32'29" East 320.00 feet on the west line of said Lot 2 to a point on the south right of way line of 27th Street;

Thence North 89° 14' 32" East 1366.38 feet, on the South right of way line of 27th Street to a point on the North/South center line of said Section 3, said point being 56.64 feet south of the Northwest corner of Lot 13, Block 3, of said Greenwich Business Center Addition;

Thence South 00° 35' 35" East 1330.80 feet, on said North/South center line, to a point being common to the Center Corner of said Section 3, the south west corner of Reserve G on said Greenwich Business Center Addition and the north west corner of The Fairmont a recorded subdivision in the Sedgwick County Register of Deeds office;

Thence South 00° 35' 48" East 2651.74 feet, on said North/South center line to a point being the South Quarter Corner of said Section 3, the North Quarter Corner of said Section 10 and on the centerline of 21st Street North;

Thence South 01° 00' 22" East 1862.90 feet, on the North/South center line of said Section 10 to a point 417.59 feet east of the south east corner of Reserve C on Cross Pointe 2ND a recorded subdivision in the Sedgwick County Register of Deeds office;

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

Thence North 00° 43' 40" West 848.92 feet on the westerly line of said Reserve C and continuing on that line being a west line of Lot 7 on said Cross Pointe 2ND;

Thence South 89° 17' 02" West 1589.13 feet, to a point being on the West line of said Section 10, the centerline of Greenwich Road and 60.0 feet west of the south west corner of Lo1 Block 1 on said Cross Pointe 2ND;

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

Excepting all of Lot 4 and the west 145.00 feet of Lot 5 both in Block 1 of said Greenwich Business Center Addition;

Subject to survey and all easements and restriction of record.

EXHIBIT "B"

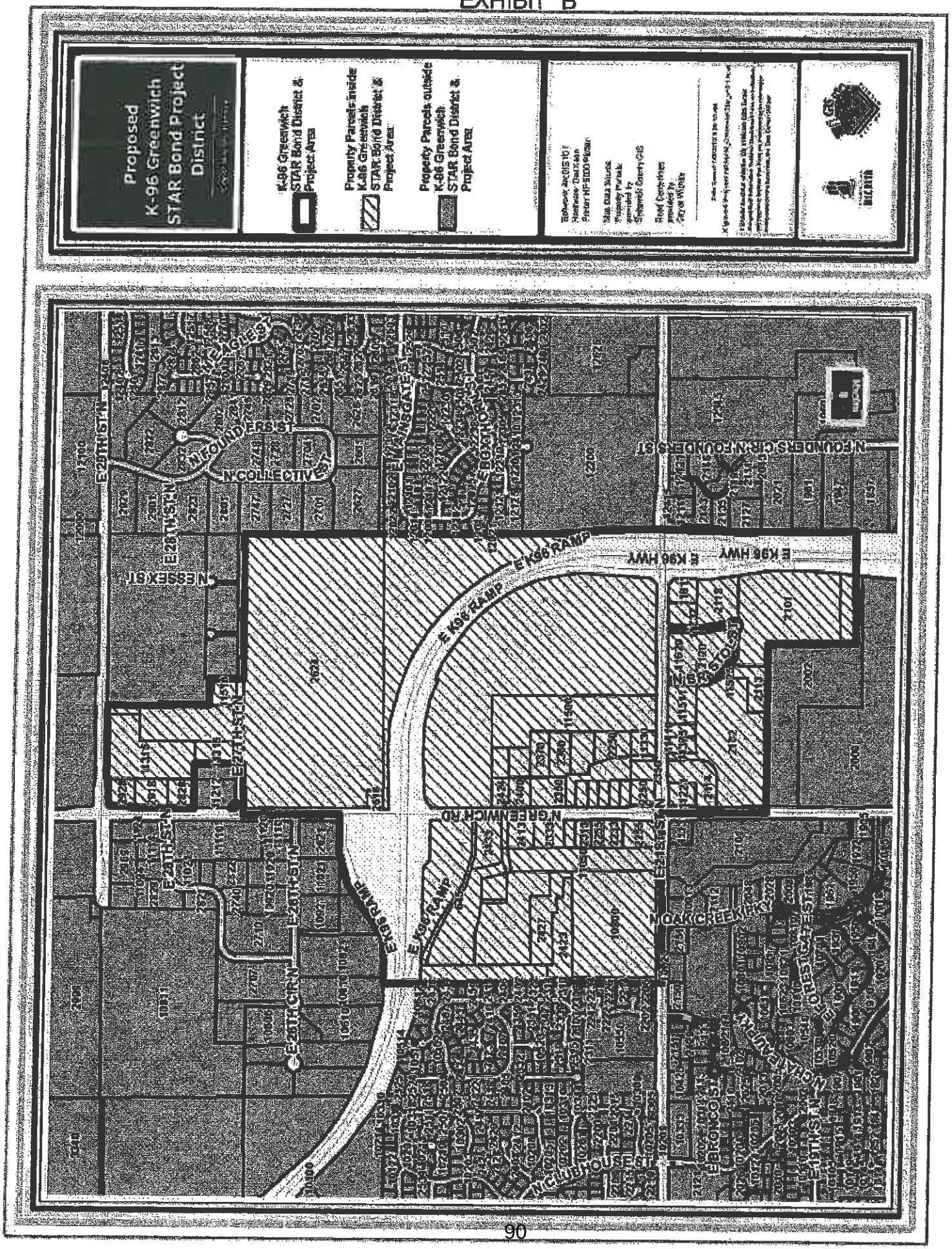

Proposed
K-96 Greenwich
STAR Bond Project
District
K-96 Greenwich
STAR Bond District &
Project Area
Property Parcels inside
K-96 Greenwich
STAR Bond District &
Project Area
Property Parcels outside
K-96 Greenwich
STAR Bond District &
Project Area
E 28TH ST N
N FOUNDERS ST
N COLLECTIVE ST
N ESSEX ST
E K96 RAMP
E K96 HWY
N FOUNDERS CIR
N GREENWICH RD
N OAK CREEK PKY
E 26TH CIR N
N CLUBHOUSE ST
E BRONCO ST

EXHIBIT "C"

STAR BOND PROJECT DISTRICT PLAN
FOR THE DEVELOPMENT OF THE
K-96 GREENWICH STAR BOND DISTRICT

January 10, 2012

SECTION 1: PURPOSE

A STAR bond project district plan is required for inclusion in the establishment of a STAR bond district under K.S.A. 12-17,165. The district plan is a preliminary plan that identifies proposed STAR bond project areas within the district, and describes in a general manner the buildings, facilities and improvements to be constructed or improved.

SECTION 2: DESCRIPTION OF SALES TAX AND REVENUE BOND INCOME

STAR bond financing allows the Kansas Department of Revenue to measure and capture the incremental increase in state and local sales tax revenue collected within an approved STAR bond district and remit a portion of said revenue to the city or county in which the STAR bond district is located, to pay the principal and interest on STAR bonds issued to finance certain eligible costs associated with an approved STAR bond project. Projects financed through STAR bond financing include major commercial entertainment and tourism developments that create a significant "increment" in state and local sales tax income. The increment is determined by subtracting the total amount of sales tax revenue collected within the boundaries of a STAR bond project district during the 12 months preceding the establishment of the STAR bond project district from the total sales tax revenue collected in the district in each 12 month period following the approval of the STAR bond project during the term of the STAR bond project. The portion of the sales tax increment paid to the City is net of a small administrative fee assessed by the Department of Revenue.

In Wichita, the one-cent local option sales tax is assessed by Sedgwick County and a major portion of the revenue is distributed by the County to the City of Wichita, based on population and other fiscal considerations. By City ordinance, 50% the local sales tax revenue received by the City is dedicated to paying for streets, roads and bridges and is pledged to the repayment of City bonds issued for that purpose. The other 50% is dedicated to property tax abatement, and only that portion of the local sales tax increment collected in the STAR bond project district can be used to pay the principal and interest on STAR bonds.

SECTION 3: BUILDINGS AND FACILITIES

The proposed STAR bond project district, whose boundaries are set forth in Exhibits "A" and "B" attached hereto, is an area that meets the criteria for designation as a "major commercial entertainment and tourism area, including a major multi-sport athletic complex" as defined by state law governing the establishment and financing of STAR bond project districts. Property located within a major commercial entertainment and tourism area is legally eligible for establishment of a STAR bond project district.

The buildings and facilities to be constructed or improved in the STAR Bond project district

may be described in a general manner as a mixed-use development consisting of some or all of the following uses: major multi-sport athletic complex; destination attractions; retail uses; restaurant uses; other general commercial development; hotel uses; a public highway interchange; and associated public and private infrastructure.

SECTION 4: PROJECT AREAS AND ELIGIBLE PROJECT COSTS

It is anticipated that multiple STAR Bond Project Areas will be determined for the district under the STAR Bond project plan, which must be adopted by the City Council by a 2/3 majority vote before the expenditure of any funds to be financed with STAR bonds.

STAR bond financing may be used to pay for the purchase of real estate and site preparation including the demolition of structures and utility relocations, as well as on public infrastructure improvements, such as streetscape, public parking, utility extensions, landscaping, and public plazas.

SECTION 5: CONCLUSION

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

STAR bond financing does not impose any additional taxes on sales or on property located within the STAR bond project district.

Exhibit B – February 29, 2012 Letter from Secretary of Commerce

[See attached]

Legal Section
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354

Pat George, Secretary

Kansas
Department of Commerce

Phone: (785) 296-1913
Fax: (785) 296-6809 TTY: 711
legal@kansascommerce.com
KansasCommerce.com

Sam Brownback, Governor

February 29, 2012

Robert Layton
City Manager
Wichita City Hall
13th Floor
455 North Main
Wichita, KS 67202-1667

RE: K-96 Greenwich STAR Bond Project District

Dear Mr. Layton:

We have received your request dated February 16, 2012, in which Wichita requests the Secretary of Commerce, pursuant to K.S.A. 12-17,160 *et seq.* as amended (the "Act"), take action to find and determine that the K-96 Greenwich STAR Bond Project District is an "eligible area" within the meaning of K.S.A. 12-17,165. In your request, the Project District is comprised of a tract of land in the area northeast and south of K-96, along Greenwich Road in Wichita, KS. A full legal description of the proposed District is found in Ordinance No. 49208 attached to your correspondence. The development currently being contemplated in the District consists of a mixed use lifestyle development anchored by a multi-sport athletic complex called the Fieldhouse, destination hotels and a destination retail center. The Fieldhouse will offer numerous indoor court sports such as basketball as well as facilities for cheerleading, wrestling, archery and fencing. All of the facilities will be designed to attract regional/national youth competitions bringing hundreds of thousands of visitors to the area every year.

Your request indicates the total cost of the Project will be approximately $270 million and the primary attraction will be the Fieldhouse destination retailers and entertainment venues. The City has estimated the Project's attraction, shopping, dining, entertainment, and lodging components will generate approximately $200 million in annual retail sales. The Fieldhouse is estimated to draw over 300,000 visitors on an annual basis, many of whom will come from outside the State of Kansas. At build out, the District is projected to attract 3.3 million visitors per year.

Based on all the above, it is my determination that the proposed K-96 Greenwich STAR Bond Project District is a major commercial entertainment and tourism area and an "eligible area," for the purpose of establishing a STAR Bond Project District as contemplated by K.S.A. 12-17,165.

This approval and designation of the proposed Project District as an "eligible area" should not be construed as approval of any particular STAR Bond Project or Project Plan and is limited to a finding that the proposed Project District constitutes an "eligible area" under the Act as a condition precedent to the city passing an ordinance creating a STAR Bond Project District. Commerce will require additional information prior to being in a position to evaluate the Project for STAR bond financing and determining the appropriate level of STAR bond funding. It is my expectation the City will submit a proposed STAR Bond Project Plan within 90 days from the date of this approval.

We look forward to working with Wichita as this project continues through the STAR bond process.

Sincerely,

Pat George
Secretary of Commerce

Exhibit C – Ordinance No. 49-281

[See attached]

PUBLISHED IN THE WICHITA EAGLE ON June 15, 2012

ORDINANCE NO. 49-281

AN ORDINANCE ADOPTING AN AMENDMENT TO THE DISTRICT PLAN FOR THE K-96 GREENWICH STAR BOND DISTRICT

WHEREAS, by Resolution No. R 12-006 dated January 10, 2012, the City of Wichita adopted a STAR bond district plan which identifies proposed project areas along with a general description of the buildings, facilities and improvements that are proposed to be constructed or improved (the "District Plan"); and

WHEREAS, by Ordinance No. 49-208 adopted March 6, 2012, the City of Wichita established a STAR bond district pursuant to K.S.A. 12-17 165 et. seq., as amended, known as the K-96 Greenwich STAR Bond District; and

WHEREAS, the City wishes to amend the District Plan to include the ability to fund the cost of developing a multisport athletic complex; and

WHEREAS, the Governing Body of the City of Wichita, Kansas, by Resolution No. R-12-088 adopted May 1, 2012, set a public hearing to consider the adoption of the K-96 Greenwich District Plan amendment on the 5th day of June, 2012, at 9:30 a.m. or thereafter, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas; and

WHEREAS, the Governing Body is authorized following the public hearing to adopt the Amendment to the District Plan by Ordinance.

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

1. The amended K-96 Greenwich District Plan is attached hereto as **Exhibit C**, and is incorporated by reference as though fully set forth herein. Said amendment is hereby adopted as the amended District Plan for the K-96 Greenwich STAR Bond District.

2. This Ordinance shall be in force and effect from and after its passage, approval, and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 12 day of June, 2012.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

Approved as to Form:

Gary E. Rebenstorf, City Attorney

Exhibit "C"

STAR BOND PROJECT DISTRICT PLAN FOR THE DEVELOPMENT OF THE K-96 GREENWICH STAR BOND DISTRICT

June 5, 2012

SECTION 1: PURPOSE

A STAR bond project district plan is required for inclusion in the establishment of a STAR bond district under K.S.A. 12-17,165. The district plan is a preliminary plan that identifies proposed STAR bond project areas within the district, and describes in a general manner the buildings, facilities and improvements to be constructed or improved.

SECTION 2: DESCRIPTION OF SALES TAX AND REVENUE BOND INCOME

STAR bond financing allows the Kansas Department of Revenue to measure and capture the incremental increase in state and local sales tax revenue collected within an approved STAR bond district and remit a portion of said revenue to the city or county in which the STAR bond district is located, to pay the principal and interest on STAR bonds issued to finance certain eligible costs associated with an approved STAR bond project. Projects financed through STAR bond financing include major commercial entertainment and tourism developments that create a significant "increment" in state and local sales tax income. The increment is determined by subtracting the total amount of sales tax revenue collected within the boundaries of a STAR bond project district during the 12 months preceding the establishment of the STAR bond project district from the total sales tax revenue collected in the district in each 12 month period following the approval of the STAR bond project during the term of the STAR bond project. The portion of the sales tax increment paid to the City is net of a small administrative fee assessed by the Department of Revenue.

In Wichita, the one-cent local option sales tax is assessed by Sedgwick County and a major portion of the revenue is distributed by the County to the City of Wichita, based on population and other fiscal considerations. By City ordinance, 50% the local sales tax revenue received by the City is dedicated to paying for streets, roads and bridges and is pledged to the repayment of City bonds issued for that purpose. The other 50% is dedicated to property tax abatement, and only that portion of the local sales tax increment collected in the STAR bond project district can be used to pay the principal and interest on STAR bonds.

SECTION 3: BUILDINGS AND FACILITIES

The proposed STAR bond project district, whose boundaries are set forth in Exhibits "A" and "B" attached hereto, is an area that meets the criteria for designation as a "major commercial entertainment and tourism area, including a major multi-sport athletic complex" as defined by state law governing the establishment and financing of STAR bond project districts. Property located within a major commercial entertainment and tourism area is legally eligible for establishment of a STAR bond project district.

The buildings and facilities to be constructed or improved in the STAR Bond project district may be described in a general manner as a mixed-use development consisting of some or all of the following uses: major multi-sport athletic complex; destination attractions; retail uses; restaurant

uses; other general commercial development; hotel uses; a public highway interchange; and associated public and private infrastructure.

SECTION 4: PROJECT AREAS AND ELIGIBLE PROJECT COSTS

It is anticipated that multiple STAR bond project areas will be determined for the district under the STAR bond project plan, which must be adopted by the City Council by a 2/3 majority vote before the expenditure of any funds to be financed with STAR bonds.

STAR bond financing may be used to pay for the purchase of real estate and site preparation including the demolition of structures and utility relocations, as well as on public infrastructure improvements, such as streetscape, public parking, utility extensions, landscaping, public plazas, and multi-sport athletic complex and any other items permitted to be financed by statute.

SECTION 5: CONCLUSION

After the establishment of the STAR bond project district, any projects to be funded with STAR bond financing will be presented to the City Council for approval through the adoption of a STAR bond project plan. The project plan will identify the specific project area located within the established STAR bond project district and will include detailed descriptions of the projects as well as a financial feasibility study showing that the economic benefits out-weigh the costs. The project plan must be reviewed by the Metropolitan Planning Commission and submitted to a public hearing following further notification of property owners and occupants, before it can be adopted by a two-thirds majority vote of the City Council. Following approval by the City Council, the project plan must be approved by the Kansas Secretary of Commerce. Only then can STAR bond proceeds be spent on the approved projects.

STAR bond financing does not impose any additional taxes on sales or on property located within the STAR bond project district.

Exhibit D – Ordinance No. 49-438

[See attached]

(PUBLISHED IN *THE WICHITA EAGLE* ON [2-8], 2013)

ORDINANCE NO. 49-438

AN ORDINANCE ADOPTING A STAR BOND PROJECT PLAN FOR THE PHASE I STAR BOND PROJECT FOR THE K-96 GREENWICH STAR BOND DISTRICT.

WHEREAS, by Ordinance No. 49-208,passedFebruary 28, 2012, and published on March 2, 2012, the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), established a STAR bond district pursuant to K.S.A. 12-17,160*et seq.*, as amended (the "Act"), known as the K-96 Greenwich STAR Bond District; and

WHEREAS, the Governing Body, by Resolution No. 12-006,adopted January 10, 2012, described a STAR bond district plan which identifies proposed STAR bond project areas and proposed bildings and facilities to be constructed or improved within the K-96 Greenwich STAR Bond District (the "District Plan"); and

WHEREAS, the Governing Body, by Resolution No. 12-088,adopted May 1, 2012, set a public hearing on a proposal to amend the District Plan to include the ability to fund the cost of developing a multi-sport athletic complex pursuant to the Act; and

WHEREAS,by Ordinance No.49-281 passed June 12, 2012, and published June 15, 2012, the Governing Body amended the District Plan to include the ability to fund the cost of developing a multi-sport athletic complex; and

WHEREAS, the Governing Body, by Resolution No. 12-259, adopted December 11, 2012, set a public hearing to consider adoption of a STAR bond project plan (the "Phase I STAR Bond Project Plan") on January 15, 2013, at 9:15 a.m. or thereafter, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas; and

WHEREAS, prior to the adoption of Resolution No. 12-259, the Wichita Sedgwick County Metropolitan Area Planning Commission has reviewed the proposed Phase I STAR Bond Project Plan and determined that the Phase I STAR Bond Project Plan is consistent with the intent of the comprehensive general plan for the development of the City; and

WHEREAS, the Phase I STAR Bond Project Plan and a map of the area to be developed were available for inspection during the regular office hours in the office of the City Clerk, City Hall, 13th Floor, 455 N. Main, Wichita, Kansas, prior to the public hearing held on January 15, 2013, which plan included the feasibility study, market impact study, maps and boundary descriptions, descriptions of the public improvement projects, relocation assistance plan and other information pertinent to the Phase I STAR Bond Project described therein; and

WHEREAS, the City proposes to undertake the Phase I STAR Bond Project within the K-96 Greenwich STAR Bond District pursuant to K.S.A. 12-17,160 *et seq.*; and

WHEREAS, a copy of the Phase I STAR Bond Project Plan has been delivered to Board of County Commissioners of Sedgwick County and the Boards of Education of Unified School District Nos. 259 and 375 in accordance with the provisions of the Act; and

WHEREAS, a public hearing was held on January 15, 2013, after duly published, delivered and mailed notice in accordance with the provisions of the Act; and

WHEREAS, upon considering the information and comments received at the public hearing, the Governing Body hereby deems it advisable to make certain findings and to adopt such Phase I STAR Bond Project Plan.

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

1. The Governing Body hereby adopts the Phase I STAR Bond Project Plan in the form on file with the City Clerk (the "Phase I Project Plan").

2. The Governing Body finds and determines that the relocation assistance plan contained in the Phase I Project Plan is hereby adopted for use in the K-96 Greenwich STAR Bond District.

3. The City expects to make capital expenditures on and after the date of passage of this Ordinance in connection with the Phase I Project Plan and intends to reimburse itself for such expenditures with the proceeds of one or more series of bonds and temporary notes of the City in the estimated maximum principal amount of $125,000,000, plus costs of issuance.

4. The Mayor, City Manager, City Clerk and other officials and employees of the City, including the City Attorney, and Gilmore & Bell, P.C., Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

5. This Ordinance shall be in force and effect from and after its passage, approval, and publication once in the official City newspaper. The City Clerk shall transmit copies of the adopted Ordinance, a description of the land within the K-96 Greenwich STAR Bond District, and map or plat indicating the boundaries of the K-96 Greenwich STAR Bond District to the Sedgwick County Clerk, Sedgwick County Treasurer and Sedgwick County Appraiser and to the Boards of Education of Unified School District Nos. 259 and 375 and to the Board of County Commissioners of Sedgwick County.

PASSED by a two-thirds vote of the Governing Body on ~~January~~ February 5, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

Exhibit E – Memorandum of Understanding

[See attached]

Polsinelli Shughart PC

Evan F. Fitts

700 W. 47th Street, Suite 1000
Kansas City, MO 64112
(913) 451-8788
Fax: (913) 451-6205
www.polsinelli.com

March 27, 2013

Allen Bell
City of Wichita Economic Development
City Hall
12th Floor
455 North Main
Wichita, KS 67202

Re: K-96 STAR Bond Project Memorandum of Understanding

Dear Allen:

Please find enclosed a copy of the above referenced Memorandum of Understanding. This includes counterpart signatures pages for both K-96 Destination Development, Inc. and GoodSports Enterprises, LLC. You will see that we had to modify the signature block for K-96 Destination Development, Inc. to accurately reflect the corporate structure. Please let me know if you need anything further.

Sincerely,

Evan F. Fitts

EFF:lnt

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "**Memorandum**") made and entered into this 5th day of February, 2013, by and between the **City of Wichita, Kansas** (the "**City**") and **K-96 Destination Development, Inc.**, a Kansas corporation (the "**Developer**") and GoodSports Enterprises, LLC (the "**Fieldhouse Developer**"). The City, the Developer and the Fieldhouse Developer shall be collectively referred to as the "**Parties**," and each a "**Party**."

RECITALS

A. The Developer, or its affiliates, is the owner or contract purchaser of certain real property located at the intersection of K-96 Highway and Greenwich Road in Wichita, Kansas, which property comprises a substantial portion of an area that the City and the Secretary of Commerce of the State of Kansas (the "**Secretary**") have declared to be a STAR bond project district within an eligible area (the "**District**") in accordance with K.S.A. § 12-17,160 *et seq.* (the "**Act**"). Ordinances No. 49-208 and No. 49-281 approving the District are included as Exhibits A and B, respectively, to the Project Plan (attached as Exhibit A hereto). A letter dated February 29, 2012 from the Secretary declaring the District as an eligible area is included as Exhibit C to the Project Plan (attached as Exhibit A hereto).

B. The City and the Developer prepared a certain Phase I STAR Bond Project Plan, a copy of which is attached hereto as Exhibit A (the "**Project Plan**") which contemplates the construction of a large-scale commercial development anchored by a major multi-sport athletic complex (as defined by the Act), to be named the "GoodSports Fieldhouse" as described in further detail below (the "**Project**").

C. The Parties agree that construction of the Project is to their mutual benefit.

D. The Parties agree that STAR bond financing as contemplated in the Act is necessary to make the Project financially feasible.

E. As of the date of the execution of this Memorandum, the City has approved the Project Plan and authorized STAR bond financing for the Project in accordance with the Act, subject to final approval of the Secretary.

F. The Parties have entered into this Memorandum to state their current mutual understanding with respect to their rights and obligations in relation to the Project as further described herein.

NOW, THEREFORE, the Parties understand as follows:

1. **Scope of the Project.** As more fully described therein, the Project Plan contemplates that the first phase of development in the Project ("**Phase I**") will be anchored by the GoodSports Fieldhouse major multi-sport athletic complex, which will consist of an approximately 65,000 square foot multi-sport facility to be developed and operated by GoodSports Enterprises, LLC (the "**Fieldhouse**") and an associated destination and up to 150-room hotel for visitors to the athletic facility (collectively, the "**Fieldhouse Complex**"). The remainder of Phase I is projected to include: the Wave House, a water-park attraction; a 150-room hotel; an 80,000 square foot Cabela's retail store; a national-level retail tenant occupying a 72,000 square foot free standing store, and approximately 70,000 square feet of additional retail

space located in a multi-tenant retail center. Phase I will also include the construction of critical infrastructure to serve the Project, including but not limited to a full-service interchange at K-96 Highway and Greenwich Road (the "**Interchange Improvements**") and other street improvements and signalization along the K-96 and Greenwich corridor. The remainder of the Project is projected to consist of over 1,000,000 additional square feet of commercial development and various destination attractions, which may be undertaken in one or more phases by Developer and/or other developers, as approved from time to time by the City and the Secretary.

2. **STAR Bond Financing.** The Phase 1 Project Plan, as approved by the City, contemplates that revenues from Phase I will support the issuance of $31,570,785 in STAR Bonds, whether in one or more series, (the "**Initial STAR Bonds**") which shall be utilized to offset development costs of the Project as set forth below. A proforma outlining the basis for the amount of the Initial STAR Bonds is included as Exhibit J to the Project Plan (attached hereto). The Parties agree to cooperate in good faith to facilitate the issuance of the Initial STAR Bonds in such amount and in a prompt manner to allow for expeditious development of Phase I. The following components of the Project shall be included within Phase I and eligible to be financed with the Initial STAR Bonds, as approved by the Parties and the Secretary:

(a) The Interchange Improvements, with the amount dedicated to the Infrastructure Improvements from the Initial STAR Bonds;

(b) Construction of the Fieldhouse, including acquiring any real property related thereto; and

(c) Acquisition of land and the construction of public and private infrastructure to serve the Fieldhouse Complex and the Project as a whole.

(d) In the event Initial STAR Bond proceeds are not sufficient to pay the costs of all costs in (a), (b) and (c) above, precedence for the disposition of Initial STAR Bond proceeds shall be given to construction of the Fieldhouse, Interchange Improvements and public infrastructure.

Additional components of the Project beyond those occurring in Phase I as described above may be constructed as tenants are secured or as it otherwise becomes commercially feasible to do so, in the Developer's sole discretion. Such components or portions thereof may be financed from the Initial STAR Bonds, or later STAR bond issuances, to the extent the costs thereof are deemed eligible for STAR bond financing by the City and the Secretary. The Parties agree to utilize Oppenheimer & Co., Inc. as placement agent for the Initial STAR Bonds, subject to negotiation of satisfactory terms.

3. **Master Developer.** The Developer shall serve as the "Master Developer" for the Phase 1, except for the Fieldhouse Complex, which shall be developed by the Fieldhouse Developer, and the public infrastructure (including but not limited to the Interchange Improvements) which shall be designed and constructed by the City using standard City procurement procedures. The Parties acknowledge that development activities within the Project may be undertaken by affiliates designated by the Developer subject to approval by the City, which approval shall not be unreasonably withheld. The Parties agree to engage the services of a trustee bank to hold and invest the proceeds of the Initial STAR Bonds or any future STAR bond issuances, and to disburse same pursuant to the terms of a mutually agreed to trust indenture or agreement.

4. Miscellaneous.

4.1. Future STAR Bond Financing. The Parties agree to cooperate in good faith to facilitate one or more additional STAR Bond issuances beyond the Initial STAR Bonds, as may be necessary to complete construction of the Project and as supported by the STAR bond sales tax revenues generated within the Project, subject to market conditions and the approval of the City and Secretary.

4.2. City Costs. Any actual out-of-pocket costs incurred by the City in relation to the issuance of the Initial STAR Bonds, or any future STAR bond issuances, including but not limited to costs of issuance and ongoing trustee fees, shall be reimbursed from such issuance or from future STAR bond sales tax revenue.

4.3. No City Credit. The Parties agree that the City's full faith and credit shall not be used in support of the Initial STAR Bonds or any future STAR bond issuances.

4.4. No Agency/Partnership. It is not intended by this Memorandum to, and nothing contained in this Memorandum shall, create any partnership, joint venture or any other business relationship between the Parties.

4.5. No Obligation to Develop. Nothing herein shall be construed as creating an obligation in the Developer to purchase any property, to develop the Project, or to open or operate a business of any kind in the Project, in the Fieldhouse Developer to develop the Fieldhouse Complex, or in the City to issue STAR bonds or construct the Interchange Improvements.

4.6. Development Agreement. The Parties contemplate that a final and binding development agreement (the "**Development Agreement**") more formally setting forth the rights and obligations of the Parties in relation to the Project shall be executed following the execution of this Memorandum. The Development Agreement shall supersede in all respects the terms of this Memorandum.

4.7. Term. This Memorandum shall become effective upon its execution by all Parties and shall remain in effect until the earlier of the execution of the Development Agreement or the expiration of one year from the date hereof, at which time this Memorandum shall automatically terminate.

IN WITNESS WHEREOF, this Memorandum is executed by City and Developer effective as to the day and year first above written.

CITY:

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, City Attorney

DEVELOPER:

K-96 DESTINATION DEVELOPMENT, INC.

By: _____

Name: _____

Title: _____

Date of Execution: _____

FIELDHOUSE DEVELOPER:

GOODSPORTS ENTERPRISES, LLC

By: _____

Name: _____

Title: _____

Date of Execution: _____

CITY:

CITY OF WICHITA, KANSAS

By: _____
MAYOR

ATTEST:

_____
CITY CLERK

REVIEWED BY:

_____
CITY ATTORNEY

DEVELOPER:

K-96 DESTINATION DEVELOPMENT, INC.

By its Member:

ADVISORS DESTINATION DEVELOPMENT, LLC

By: _____

Name: Rick Warner

Title: Managing Member

Date of Execution: 3/12/13

FIELDHOUSE DEVELOPER:

GOODSPORTS ENTERPRISES, LLC

By: _____

Name: _____

Title: _____

Date of Execution: _____

CITY:

CITY OF WICHITA, KANSAS

By: _____
MAYOR

ATTEST:

_____
CITY CLERK

REVIEWED BY:

_____
CITY ATTORNEY

DEVELOPER:

K-96 DESTINATION DEVELOPMENT, INC.

By: _____

Name: _____

Title: _____

Date of Execution: _____

FIELDHOUSE DEVELOPER:

GOODSPORTS ENTERPRISES, LLC

By: _____

Name: JERRALD J. GOOD

Title: MANAGER

Date of Execution: 15 MARCH 2013

EXHIBIT A

Project Plan

Exhibit F – June 3, 2013 Letter from Secretary of Commerce

[See attached]

Legal Section
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354

Kansas
Department of Commerce

Phone: (785) 296-1913
Fax: (785) 296-6809 TTY: 711
legal@kansascommerce.com
KansasCommerce.com

Pat George, Secretary

Sam Brownback, Governor

June, 3, 2013

Robert Layton
City Manager
Wichita City Hall
13th Floor
455 North Main
Wichita, KS 67202-1667

RE: City of Wichita K96 Greenwich STAR Bond Application

Dear Mr. Layton:

Thank you for the City of Wichita's (City) STAR Bond Project Plan formally submitted on or about February 12, 2013 and supplemental information. After having reviewed the Project Plan, and pursuant to K.S.A. 12-17,160 *et seq.*, I take the following actions:

(1) find and determine that the K96 Greenwich STAR Bond Project District is a major commercial entertainment and tourism area and an "eligible area" within the meaning of K.S.A. 12-17,162(f);

(2) approve and designate the K96 Greenwich STAR Bond Project as a "STAR bond project" within the meaning of K.S.A. 12-17,162(w); and

(3) approve the issuance of up to $31,570,000 (exclusive of approved financing costs) in STAR Bond financing for the K96 Greenwich STAR Bond Project.

In considering whether an area proposed for a project constitutes a "major commercial entertainment and tourism area" and therefore an "eligible area" within the meaning of the Act, I evaluated project criteria including projected visitation, economic impact, city and developer investment commitment, uniqueness of the project, prospects for long-term profitability, significance as a travel destination, integration and collaboration with other resources or businesses, the quality of the service or experience to be provided and project accountability.

The STAR Bond Project District for the proposed K96 Greenwich Project is identified as an area within the City of Wichita more fully described in Resolution No. 12-006, adopted by the Wichita City Council on February 28, 2012. The development contemplated for the project area will be approximately 423 acres located at K-96 Highway and Greenwich Road in Wichita. The project will be constructed in two phases and includes an approximate 65,000 square foot state of-the-art multi-sport athletic complex; a unique destination attraction with water sports feature; retail and entertainment venues; and other mixed-use components. While the residential and office components may be built as part of the Project, these components are not appropriate for STAR bond funding.

The proposed financial structure will be in two primary phases and includes $31,570,000 of net STAR Bond financing, which is approximately 7 percent of the $427 million in total project costs for the development. Wichita has satisfied the Commerce policy that STAR bond applicants pledge all available sales tax revenue generated within the STAR Bond Project District to repay STAR bonds used for the project as well as 100% of its share of county sales tax. Further, the City has agreed to commit an additional $162,000 annually over the 20 year term of the project to pay debt service on STAR Bonds. The developer and City are investing over $350 million in the Project, which represents a true public/private partnership benefiting the region and the state.

The Feasibility Study submitted by the City reflects that the Project is a unique travel destination that will attract visitors from throughout the country. The Project is projected to bring approximately 1.9 million new visitors to Wichita. The Feasibility Study further demonstrates that the K96 Greenwich Project will generate significantly more sales tax revenue over the life of the bonds than is necessary to support the $31,570,000 STAR bond issue. The total economic impact of businesses and their employees in the Project on the area economy is substantial, including over 2,000 full-time equivalent jobs with over $90 million in annual payroll. At build out, the Project is forecast to generate annual retail sales of over $154 million.

Based on all of the above, it is my determination that the K96 Greenwich Project constitutes a major commercial entertainment and tourism area, and is therefore an "eligible area" within the meaning of the Act. The K96 Greenwich Project District is hereby designated a "STAR bond project" within the meaning of the Act. I further approve the issuance of up to $31,570,000 of STAR bonds to finance the K96 Greenwich Project as submitted in the STAR Bond Application and Project Plan, provided that: 1) the City takes all lawfully required actions to implement the STAR Bond Project Plan; 2) STAR bonds shall be used only to finance eligible project costs to implement the STAR Bond Project Plan; 3) the city implements the approved "Sources and Uses" allocation and budget and Commerce approves a final line-item budget for the $31,570,000 of STAR bonds; 4) all financing costs and certain project expenses to be financed with STAR bond proceeds will be approved by the Secretary of Commerce prior to payment; 5) disposition of bond proceeds related to any Cost Contingency items as set forth in the Project Plan and Budget shall be subject to prior approval by the Secretary of Commerce; 6) the Secretary of Commerce approves the terms and conditions of the STAR bonds; 7) the City commits to funding an additional $162,000 annually to pay debt service or STAR bonds as well as pledging to the City sales tax and City's share of county sales tax generated within the STAR Bond District; and 8) the expenditure of STAR Bond proceeds shall at all times be less than 50% of the total funds invested in the Project.

We look forward to working with you on this exciting project.

Sincerely,

Pat George
Secretary of Commerce

Exhibit G – CID Ordinance

[See attached]

_____PUBLISHED IN THE WICHITA EAGLE ON _____

Ordinance No. _____

AN ORDINANCE OF THE CITY OF WICHITA ESTABLISHING THE K-96 STAR BOND 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.

WHEREAS, the provisions of K.S.A. 12-6a26, 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 "K-96 STAR Bond Project 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 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 K-96 STAR Bond Project 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 Governing Body of the City adopted Resolution No. R-13-128 (the "Resolution") on July 16, 2013, directing that a public hearing on the proposed K-96 STAR Bond Project CID be held August 6, 2013, 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 6, 2013, the Governing Body of the City conducted a public hearing on the proposed "K-96 STAR Bond 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 of the City hereby finds and determines it to be advisable to create the K-96 STAR Bond CID and set forth the boundaries thereof, authorize CID Project relating thereto, approve the maximum costs of such community improvement district projects, approve the method of financing the same and impose the community improvement district sales tax, all in accordance with the provisions of the CID Act;

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

Section 1. **Creation of the K-96 STAR Bond 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 K-96 STAR Bond CID within the City and approve the boundaries thereof, and, as such, hereby creates K-96 STAR Bond CID and approves the boundaries thereof. A legal description of the property within the K-96 STAR Bond CID is set forth in **Exhibit B** attached hereto and incorporated by reference. A map generally outlining the boundaries of the K-96 STAR Bond 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 K-96 STAR Bond CID and as such authorizes the CID Project.

Section 3. Maximum Cost. The maximum cost of the CID Project to be funded by the K-96 STAR Bond CID, exclusive of administrative fees and costs to be paid to the State of Kansas and to the City plus the cost of interest on borrowed money, is $8,000,000.

Section 4. Method of Financing. The CID Project will be financed on a pay-as-you-go basis from revenues received from the imposition of a community improvement district sales tax in the amount of one percent (1%) (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 K-96 STAR Bond CID. There will be no special assessments levied pursuant to the CID Act within the boundaries of the K-96 STAR Bond 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 K-96 STAR Bond 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 K-96 STAR Bond CID, with such CID Sales Tax to commence on October 1, 2014. 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 K-96 STAR Bond 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. 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.

ADOPTED at Wichita, Kansas, this _____ day of August, 2013.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

Approved as to Form:

_____

Gary E. Rebenstorf, City Attorney

EXHIBIT A

CID PROJECT

The general nature of the proposed project (the **"CID Project**") is the construction of a full-service highway interchange related to the Phase I STAR Bond Project Plan within the K-96 and Greenwich STAR Bond District including the construction, maintenance, and procurement of the CID Project, which may include, but are not limited to: infrastructure related items, streets, sidewalks, water management and drainage related items, landscaping, lighting, as well as associated soft costs related to the items, and the City's administrative costs in establishing and maintaining the K-96 STAR Bond CID.

EXHIBIT B

LEGAL DESCRIPTION

A contiguous tract of land lying within portions of the Northwest and Southwest Quarters of Section 3, and within portions of the Northeast and Southeast Quarters of Section 4, all in Township 27 South, Range 2 East, of the Sixth Principal Meridian, said contiguous tract containing a portion of Reserve “A”, Kensington Gardens, Sedgwick County, Kansas, AND ALSO, Reserve “A”, Regency Lakes Commercial Addition, an addition to Wichita, Sedgwick County Kansas, AND ALSO, Reserve “A”, Greenwich Business Park Addition, an addition to Wichita, Sedgwick County, Kansas, AND ALSO, a portion of Greenwich Road Right-of-Way, AND ALSO, a portion of Kansas State Highway 96 Road Right-of-Way as described in Condemnation Cases 87C-1432 and 87C-1434, said contiguous tract being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 3, being coincident with the Northwest corner of Greenwich Business Center Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the West line of said Section 3, being coincident with the West boundary of said addition, S00°32'28"E, 1344.46 feet to a point on a South boundary of said addition; thence along said South boundary, N89°14'33"E, 60.00 feet to a point on said South boundary also being the POINT OF BEGINNING; thence continuing along said South boundary, N89°14'33"E, 2586.39 feet to the Southeast corner of Lot 17, Block 3, of said addition; thence along the southern most West boundary of said addition, S00°35'43"E, 1331.13 feet to the Center of said Section 3, also being the Northwest corner of The Fairmont, an addition to Wichita, Sedgwick County, Kansas; thence along the West boundary of said addition, S00°35'31"E, 1815.57 feet to a point on the North line of Kansas State Highway 96 Road Right-of-Way; thence along the said North Right-of-Way line the following two courses and distances; N24°06'17"W, 532.89 feet to a point on a non-tangent curve to the left, having a radius of 2039.86 feet, a central angle of 41°27'31", a chord bearing of N44°22'20"W, and a chord distance of 1444.03 feet; thence along the arc of said curve a distance of 1476.03 feet; thence S24°53'55"W, 267.55 feet to a point on the South line of said Kansas State Highway 96 Road Right-of-Way; thence S01°00'51"E, 515.78 feet; thence S89°17'45"W, 209.59 feet to the Northeast corner of Lot 1, said Kensington Gardens; thence continuing along a Southerly line of Reserve “A” of said addition, S89°17'45"W, 1052.19 feet to a point on the East line of Greenwich Road Right-of-Way, said point also being the Northwest corner of Lot 10, Block 1, Village at Greenwich Addition, an addition to Wichita, Sedgwick County, Kansas; thence S89°16'10"W, 120.0 feet more or less to a point on the West line of said Greenwich Road Right-of-Way, also being a point on the East line of Lot 7, Block 1, Regency Lakes Commercial 3rd Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the East line of said Lot 7, N00°43'50"W, 148.40 feet to the Northeast corner of said Lot 7; thence along the North line of said Lot 7; S89°48'24"W, 325.71 feet; thence continuing along said North line and also along the North line of Reserve “A”, Regency Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, N73°57'21"W, 302.89 feet; thence continuing along North line of said Reserve “A” the following three courses and distances; N57°43'06" W, 366.66 feet; thence N65°25'19"W, 297.70 feet; thence N74°49'46"W, 179.58 feet to the Northwest corner of said addition, also being a point on the East line of Reserve “C”, Regency Lakes, an addition to Wichita, Sedgwick County, Kansas; thence continuing along said East line, N00°43'50"W, 45.86 feet to the Northeast corner of said Reserve “C”; thence along the North line of said Reserve “C”, N89°11'19"W, 175.06 feet to the Northwest corner of said Reserve “C”; thence N00°57'07"W, 360.49 feet to a point on the South boundary of Regency Park Addition, an addition to Wichita, Sedgwick County, Kansas; thence continuing along the said South boundary the following four courses and distances; N89°02'53"E, 434.62 feet; thence N54°11'18"E, 614.48 feet; thence N74°45'13"E, 316.18 feet; thence S89°59'32"E, 300.22 feet to the Southeast corner of Lot 13, Block 1, of said addition; thence N89°27'32"E, 120.0 feet more or less to a point on the East line of said Greenwich Road Right-of-Way established on Doc#

FLM/PG 28739057; thence along said East Right-of-Way line, N00°32'28"W, 911.75 feet to the POINT OF BEGINNING,

EXCEPT,
COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32’28”W, 203.91 feet; thence N89°27’32”E, 60.00 feet to the POINT OF BEGINNING, thence N44°27’32"E,130.71 feet; thence N89°27’32"E,124.54 feet; thence N85°09’28"E,60.00 feet; thence N89°27’32"E,123.20 feet; thence S00°32'28”E, 223.18 feet; thence S89°07'40"W, 221.49 feet; thence S00°32'26"E, 75.00 feet; thence S89°07'40"W, 178.51 feet; thence N00°32’28”W, 203.57 feet to the POINT OF BEGINNING,

AND EXCEPT,
COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32’28”W, 1336.67 feet; thence N89°27’32”E, 60.00 feet to the POINT OF BEGINNING, thence N89°14’33"E, 400.00 feet; thence S00°32’28"E, 941.34 feet; thence S89°27’32"W, 113.93 feet; thence N85°22’10"W, 72.11 feet; thence S89°27’32"W 121.83 feet; thence N45°32’28"W, 130.71 feet; thence N00°32’28"W, 840.90 feet to the POINT OF BEGINNING,

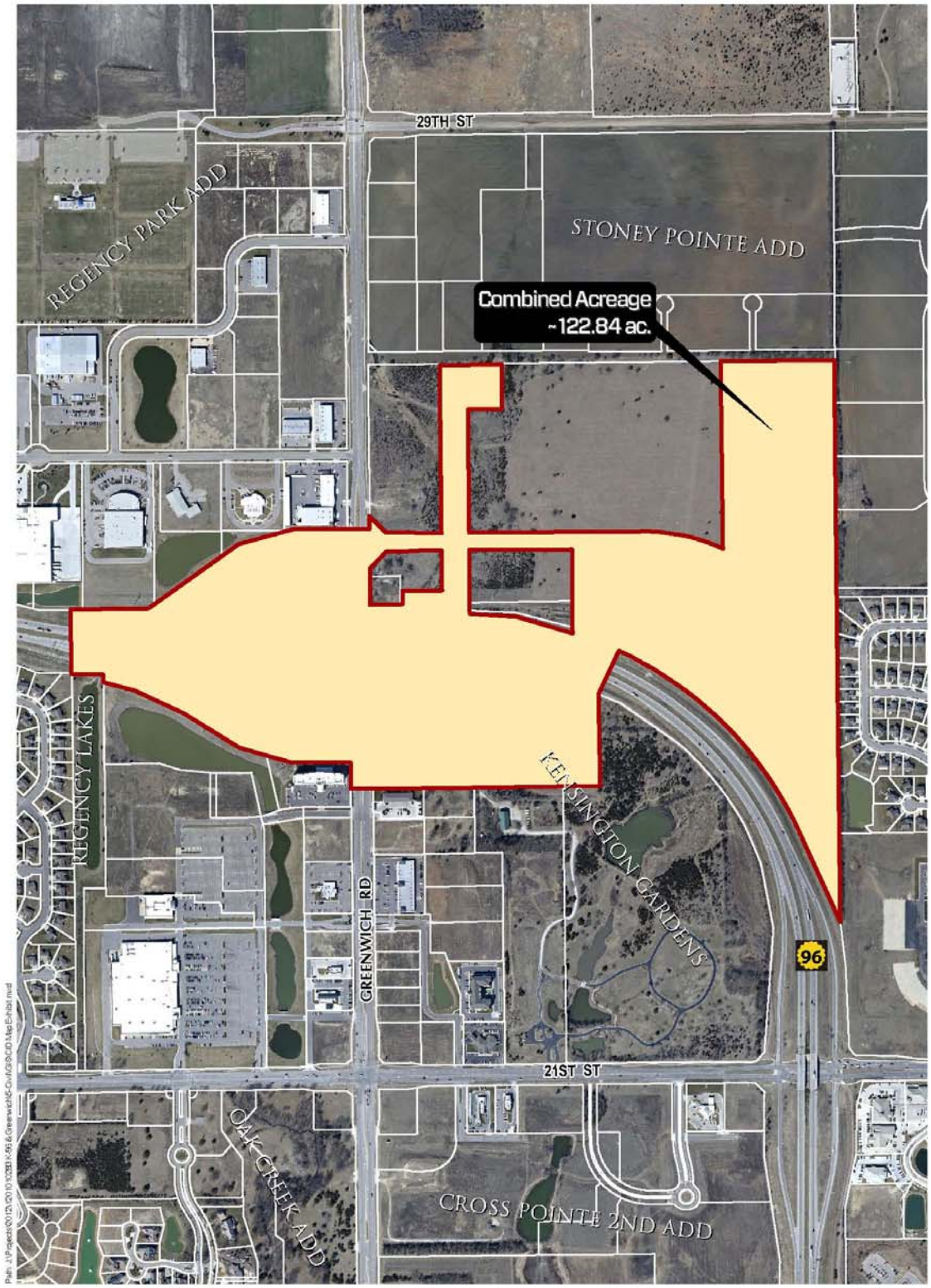
AND EXCEPT,
COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32’28”W, 1336.67 feet; thence N89°27’32”E, 60.00 feet; thence N89°14’33”E, 743.00 feet to the POINT OF BEGINNING, thence N89°14’33"E, 1214.20 feet; thence S00°35’43"E, 1047.75 feet to a point on a non-tangent curve to the left, said non-tangent curve to the left having a radius of 1048.00 feet, a central angle of of 25°18'06", a chord bearing of S77°53'25”E, and a chord distance of 459.04 feet, thence along the said curve to the left 462.79 feet; thence S89°27’32"W, 957.28 feet; thence N00°32’28"W, 692.47 feet; thence N89°27’31.88"E, 190.00 feet; thence N00°32’28"W, 250.16 feet to the POINT OF BEGINNING,

AND EXCEPT,
COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32’28”W, 300.84 feet; thence N89°27’32”E, 613.00 feet to the POINT OF BEGINNING, thence N89°27'32"E, 568.70 feet; thence S00°32'28"E, 470.23 feet; thence N73°43’09"W, 322.14 feet; thence N85°58'06"W, 261.18 feet; thence, N00°32'28"W 356.18 feet to the POINT OF BEGINNING.

CONTAINING 5,351,044 square feet or 122.84 acres more or less.

EXHIBIT C

MAP OF DISTRICT



CID MAP EXHIBIT

K96 AND GREENWICH

Monday, July 29, 2013

MKEC ENGINEERING SUCCESS

The information presented thereon is best available data gathered by MKEC from various outside sources. MKEC does not guarantee the positional accuracy the data shown.
In no event shall MKEC become liable to users of the data presented thereon, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use of the presented data.
In using the data presented thereon, users further agrees to indemnify, defend, and hold harmless MKEC for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data.

0 250 500 Feet

Exhibit H – Project Site Plan

[See attached]

BASE TENANTS	SqFt
1 - World Market	18,409
2 - Target	175,936
3 - Kanza Bank	7,693
4 - Subway	1,866
5 - Chili's	5,899
6 - Hampton Inn	63,784
7 - Strip Center	21,300
Go Run	
Custom RX	
Innovative Vein	
Lux Nail Studio	
Dopps Chiropractic	
The Liquor Cabinet	
Cigars & More	
Postnet	
8 - Firestone	7,590
9 - Community Bank	9,101
10 - Staybridge Suites	59,516
11 - Sonic	1,621
12 - Arby's	3,001
13 - Meritrust Bank	

NEW STAR BOND VENUES

POST-BASE TENANTS

14 - Cabela's
15 - Hobby Lobby
16 - KAJ Hotel
17 - 9,000 sf Wheeler Spec Building

FUTURE TENANTS

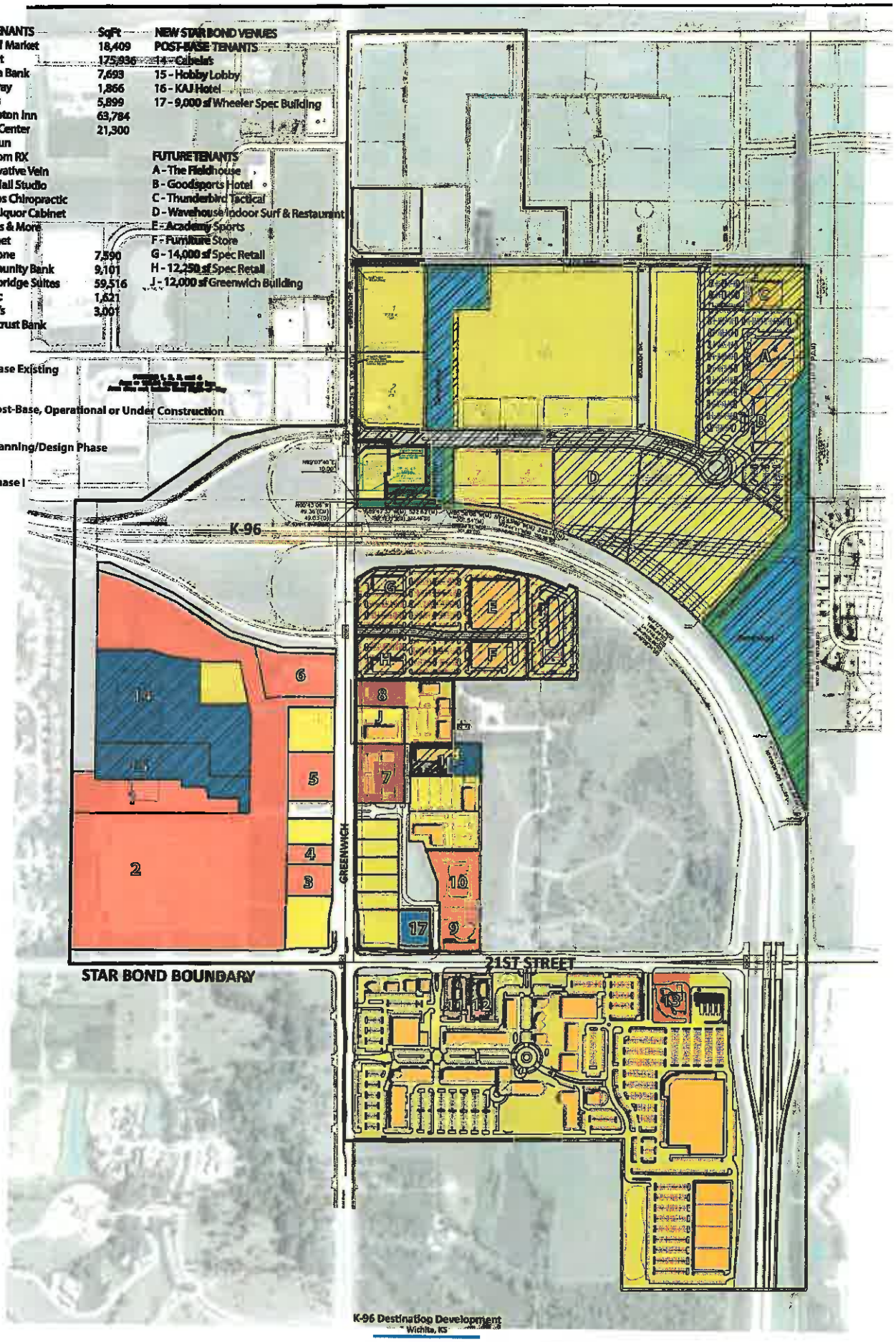
A - The Fieldhouse
B - Goodsports Hotel
C - Thunderbird Tactical
D - Wavehouse Indoor Surf & Restaurant
E - Academy Sports
F - Furniture Store
G - 14,000 sf Spec Retail
H - 12,250 sf Spec Retail
J - 12,000 sf Greenwich Building

Base Existing

Post-Base, Operational or Under Construction

Planning/Design Phase

Phase I



K-96 Destination Development
Wichita, KS

Scale: 1" = 200'
7-22-2013

YAEGER ARCHITECTURE

NORTH

Exhibit I Interchange and Related Infrastructure Improvements Description

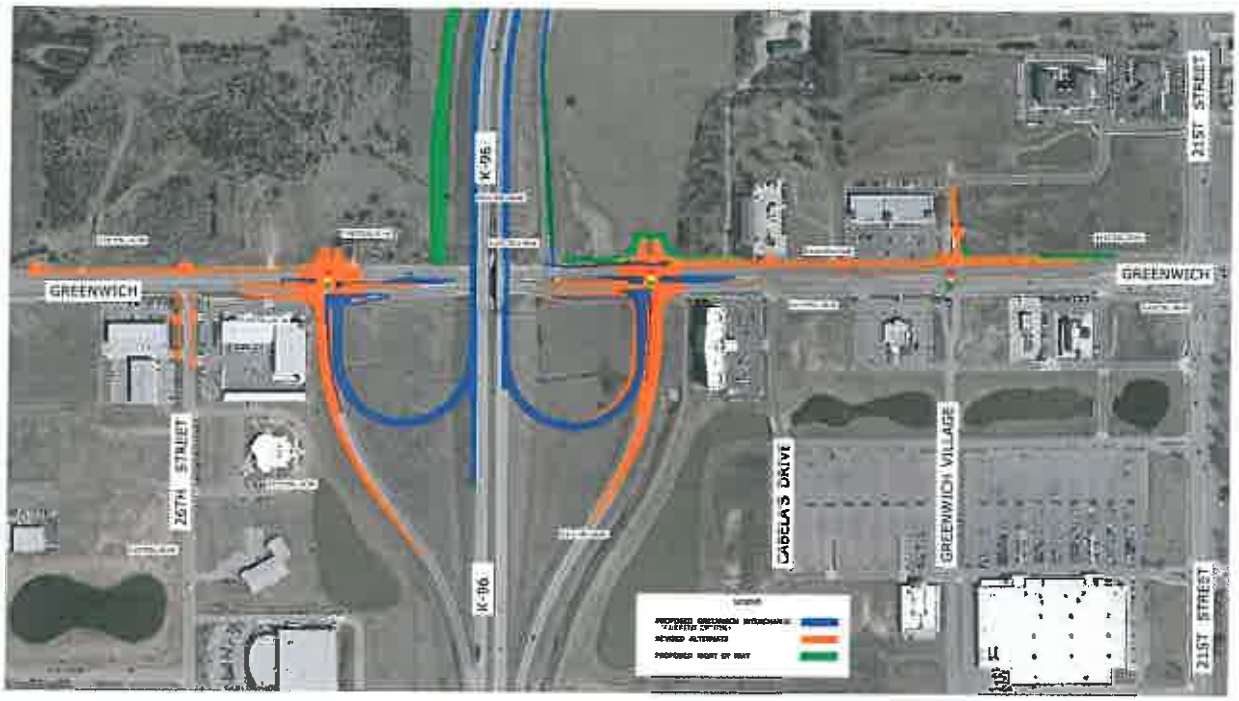


Exhibit J – Project Budget

Cost Category	Phase I Costs	STAR Bond Eligible - Phase I	Contemplated Phase I STAR Bond Uses	Private Debt and Equity Financed	Public Financed
Land Acquisition					
Cozine Parcel	$3,800,000	$3,800,000	$0	$3,800,000	$0
KU Parcel	$7,835,050	$7,835,050	$7,835,050	$0	$0
Site Infrastructure					
K-96 Interchange	$9,500,000	$3,867,711	$3,867,711	$0	$5,632,289
Cozine Parcel	$2,000,000	$2,000,000	$0	$2,000,000	$0
GoodSports and Gun Club Infrastructure	$3,100,000	$3,100,000	$3,100,000	$0	$0
KU Parcel - Phase 1 Public Work					
Key Construction Estimated Costs					
General Conditions	$100,100	$100,100	$100,100	$0	$0
Site Grading	$1,164,656	$1,164,656	$1,164,656	$0	$0
Paving	$1,084,188	$1,084,188	$1,084,188	$0	$0
Erosion Controls	$35,000	$35,000	$35,000	$0	$0
Survey & Staking	$65,000	$65,000	$65,000	$0	
Water Distribution	$177,760	$177,760	$177,760	$0	$0
Sanitary Sewer	$466,620	$466,620	$466,620	$0	$0
Storm Water Sewer	$283,305	$283,305	$283,305	$0	$0
Retaining Walls	$373,500	$373,500	$373,500	$0	$0
Light pole bases	$18,000	$18,000	$18,000	$0	$0
Landscaping and Irrigation	$359,000	$359,000	$359,000	$0	$0
Monuments	$124,200	$124,200	$124,200	$0	$0
Electrical House Service	$100,000	$100,000	$100,000	$0	$0
30' Poles with Conduit and Wire	$312,000	$312,000	$312,000	$0	$0
Site Conduits	$50,000	$50,000	$50,000	$0	$0
Building Permit	$30,000	$30,000	$30,000	$0	$0
Contractor Profit/Overhead	$270,608	$270,608	$270,608	$0	$0
Weir Structures	$63,600	$63,600	$63,600	$0	$0
Box Culverts and Wing Walls	$312,080	$312,080	$312,080	$0	$0
Box Culvert/Bridge Masonry	$93,280	$93,280	$93,280	$0	$0

Site Amenities (Benches, Trash, etc.)	$15,900	$15,900	$15,900	$0	$0
Westar Fees	$185,500	$185,500	$185,500	$0	$0
Pipeline Relocation	$250,000	$250,000	$250,000	$0	$0
Corps of Engineers Mitigation	$150,000	$150,000	$150,000	$0	$0
Infrastructure Costs Subtotal:	$20,684,297	$15,052,008	$13,052,008	$2,000,000	$5,632,289
Design, Permits & Fees					
Architecture	$4,410,000	$882,000	$300,000	$4,110,000	$0
Engineering	$4,192,004	$2,096,002	$700,000	$3,492,004	$0
Phase I - Hard Construction Costs					
Cabelas	$11,200,000	$0	$0	$11,200,000	0
KAJ Hotel	$12,000,000	$0	$0	$12,000,000	0
Hobby Lobby	$6,600,000	$0	$0	$6,600,000	0
KU Parcel					
Goodsports Fieldhouse	$5,500,000	$5,500,000	$5,500,000	$0	$0
Goodsports Hotel	$13,500,000	$0	$0	$13,500,000	$0
Wavehouse Destination Attraction	$5,000,000	$2,000,000	$2,000,000	$3,000,000	$0
Gun Club	$5,500,000	$0	$0	$5,500,000	$0
Cozine Parcel					
Academy	$7,200,000	$0	$0	$7,200,000	$0
Additional Cozine Retail	$7,000,000	$0	$0	$7,000,000	$0
Subtotal:	$73,500,000	$7,500,000	$7,500,000	$66,000,000	$0
Soft Costs					
Reimbursement of Previous Expenses	$735,000	$735,000	$735,000	$0	$0
Additional/Future Soft Costs:					
Legal & Accounting	$500,000	$500,000	$250,000	$0	$0
Finance					

Appraisals		$100,000	$100,000	$0	$100,000	$0
Property Insurance		$200,000	$200,000	$0	$200,000	$0
Financing - Interest Carry		$2,000,000	$2,000,000	$0	$2,000,000	$0
Financing Points		$500,000	$500,000	$0	$500,000	$0
Sales						
Marketing		$500,000	$0	$0	$500,000	$0
Retail Leasing		$2,000,000	$0	$0	$2,000,000	$0
Travel & Conventions		$100,000	$0	$0	$100,000	$0
Miscellaneous Soft Costs						
Property Taxes		$300,000	$300,000	$0	$300,000	$0
Special Assessments - 27th St. and Main Water Lines		$646,000	$646,000	$300,000	$346,000	$0
Admin Overhead		$1,500,000	$750,000	$0	$1,500,000	$0
Development Fees (5% of all Hard Costs minus Interchange)	5.00%	$5,531,068	$0	$0	$5,531,068	$0
Hard Costs						
Land Acquisition		*$7,835,050*	*$7,835,050*	*$7,835,050*	$0	$0
Sitework, Streets, Parking (Less Interchange)		*$11,184,297*	*$11,184,297*	*$9,184,297*	$2,000,000	$0
K-96 Interchange		*$9,500,000*	*$3,867,711*	*$3,867,711*	$0	$5,632,289
Design Permits - Fees		*$8,602,004*	*$2,978,002*	*$1,000,000*	$7,602,004	$0
Hard Construction Costs		*$73,500,000*	*$7,500,000*	*$7,500,000*	$66,000,000	$0
Hard Costs Total		*$110,621,351*	*$33,365,060*	*$29,387,058*	$75,602,004	$5,632,289
Soft Costs						
Reimbursement of Previous Expenses		*$735,000*	*$735,000*	*$735,000*	$0	$0
Legal & Accounting		*$500,000*	*$500,000*	*$250,000*	$250,000	$0
Finance		*$2,800,000*	*$2,800,000*	*$0*	$2,800,000	$0
Sales		*$2,600,000*	*$0*	*$0*	$2,600,000	$0
Miscellaneous Soft Costs		*$7,977,068*	*$1,696,000*	*$300,000*	$7,677,068	$0
Soft Costs Ttotal		*$13,877,068*	*$4,996,000*	*$1,285,000*	$12,592,068	$0
Total Contingency		$1,462,919	$1,462,919	$1,028,622	$0	$0

TOTAL CONTINGENCY	**$1,462,919**	**$1,462,919**	**$1,028,622**
TOTAL HARD COSTS	**$110,621,351**	**$33,365,060**	**$29,387,058**
TOTAL SOFT COSTS	**$13,877,068**	**$4,996,000**	**$1,285,000**
TOTAL PROJECT COSTS	**$124,498,418**	**$38,361,060**	**$31,700,680**

* All contingency to provide extra dollars for Wavehouse development following succesful development of Fieldhouse

Exhibit K – Cabela's CID Revenue Estimates

Year	Sales	0.2% CID
1	$35,000,000	$70,000
2	$35,700,000	$71,400
3	$36,414,000	$72,828
4	$37,142,280	$74,285
5	$37,885,126	$75,770
6	$38,642,828	$77,286
7	$39,415,685	$78,831
8	$40,203,998	$80,408
9	$41,008,078	$82,016
10	$41,828,240	$83,656
11	$42,664,805	$85,330
12	$43,518,101	$87,036
13	$44,388,463	$88,777
14	$45,276,232	$90,552
15	$46,181,757	$92,364
16	$47,105,392	$94,211
17	$48,047,500	$96,095
18	$49,008,450	$98,017
19	$49,988,619	$99,977
20	$50,988,391	$101,977
21	$52,008,159	$104,016
22	$53,048,322	$106,097

Subtotal:		**$1,910,929**
NPV	**2.0%**	**$1,509,804**
DSCR	**110%**	**$1,372,549**
Bond Costs:	**5%**	**($68,627)**
Net Bond Proceeds (Estimate):		**$1,303,922**

Estimated Annual Sales Growth:	2%

Exhibit L – Certification of Expenditures Form

Request No. _____ Date:_____

Pursuant to the Development Agreement (the "Agreement") for the K-96 STAR Bond Project between the City of Wichita, Kansas and the undersigned (the "Developer"), the Developer requests a STAR Bond 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 and are identified on the attached updated Project Budget by line item.

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

6. Each item listed on *Schedule 1* hereto is a Project Cost and was incurred in connection with the construction of the Project after _____, 20___.

7. These Project Costs have been paid by the Developer and are reimbursable under the Agreement.

8. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the STAR Bond Project, the CID Fund or any money derived from any project fund established by the issuance of any CID Obligations, and no part thereof has been included in any other certificate previously filed with the City.

9. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

10. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.

11. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

12. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

13. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

[NAME OF DEVELOPER OR FIELDHOUSE DEVELOPER]

By: _____
Title: _____

Approved this ____ day of _____, 20__

CITY OF WICHITA

By: _____
City Representative

ATTACHMENT I
TO CERTIFICATION OF EXPENDITURES

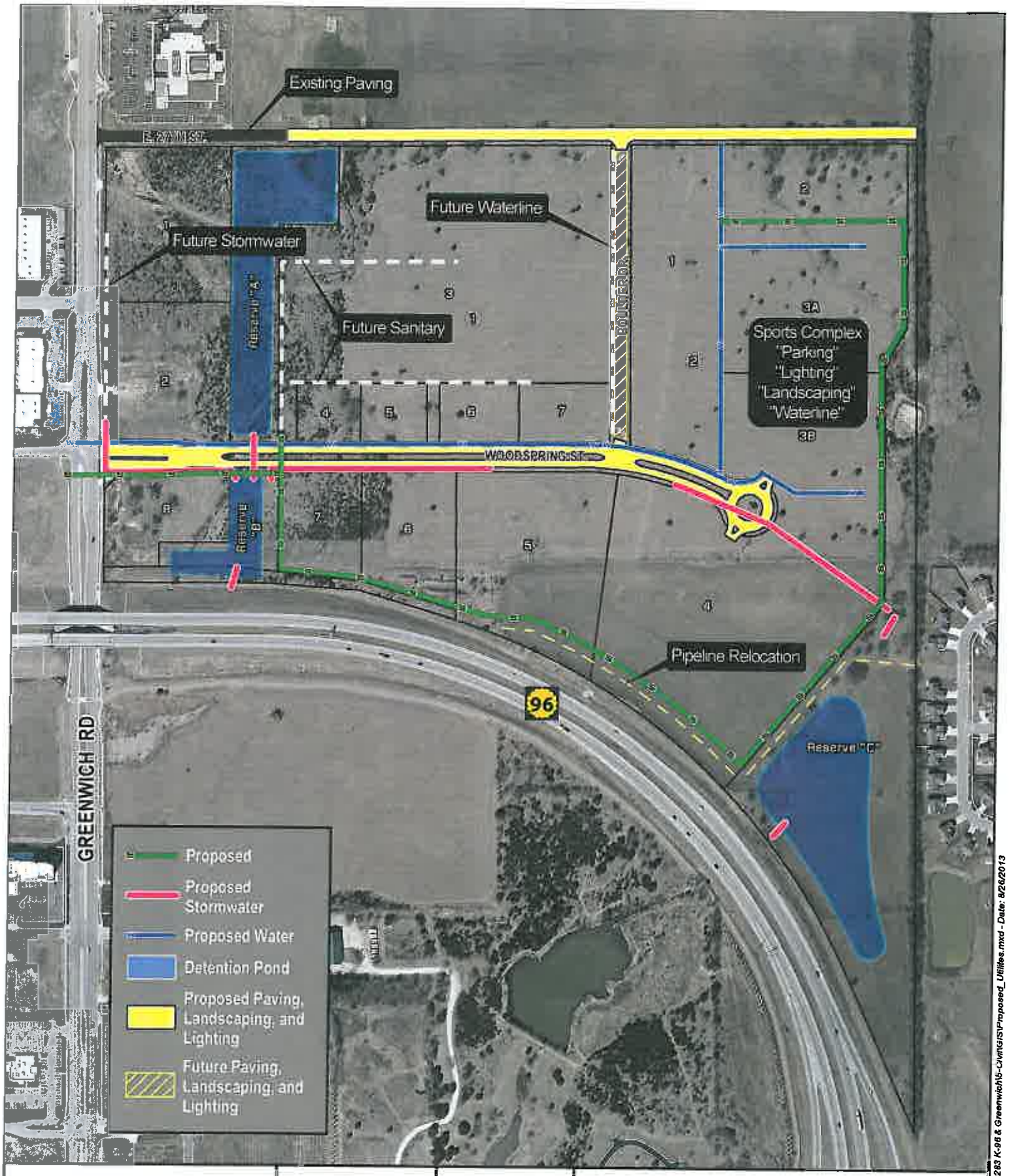
REQUEST NO. _____ DATED_____

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 M – On-Site Public Infrastructure

[See attached]



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Feet

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MKEC
Wichita, KS - 316.681.9600

PROPOSED MUNICIPAL UTILITY EXHIBIT
K96 AND GREENWICH NORTH ADDITION

ROJECT NO.	1201010283	DATE:	8/26/2013	SHEET NO.
DRAWN BY: JGD	DESIGNED BY: JGD	APPROVED BY: BDL		1 OF 1

Path: J:\Projects\2012\1201010283 K-96 & Greenwich\5-Civil\GIS\Proposed_Utilities.mxd - Date: 8/26/2013

Exhibit N – Restricted Land Uses in the District

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

Exhibit O – Certificate of Full Completion

FORM OF CERTIFICATE OF FULL COMPLETION

*Pursuant to **Section 3.05** of the Agreement, the City shall, within ten (10) days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in this Certificate.*

CERTIFICATE OF FULL COMPLETION

The undersigned, Wichita Destination Developers, Inc. (the "**Developer**"), pursuant to that certain Development Agreement dated as of _____ __, 2013, between the **City of Wichita, Kansas** (the "**City**"), the Developer and Goodsports Village Wichita, LLC and Goodsports Communities, Inc. (collectively, the **"Fieldhouse Developer"**) (the "**Agreement**"), hereby certifies to the City as follows:

1. That as of _____, 20___, the construction, renovation, repairing, equipping and constructing of the Project (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. The Project has been completed in a workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).

3. Lien waivers for applicable portions of the Project have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to the Project, Developer has provided the City with a bond or other security reasonably acceptable to the City.

4. This Certificate of Full Completion is accompanied by (a) 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 the Project has been substantially completed in accordance with the Agreement; and (b) a copy of the Certificate(s) of Occupancy issued by the City Building Official with respect to each building to be constructed within the Project.

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

6. The City's acceptance and the recordation of this Certificate with the Sedgwick County Recorder of Deeds, shall evidence the satisfaction of the Developer's and Fieldhouse Developer's agreements and covenants to construct the Project.

This Certificate 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.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20_____.

DEVELOPER:

WICHITA DESTINATION DEVELOPERS, INC.,
a Kansas corporation

By: ___
Michael J. Boyd, President

FIELDHOUSE DEVELOPER:

GOODSPORTS VILLAGE WICHITA LLC,
a Delaware limited liability company

By: _____
Jerald J. Good, Manager

GOODSPORTS COMMUNITIES, INC.,
a Florida corporation

By: _____
Jerald J. Good, _____

ACCEPTED:

CITY OF WICHITA, KANSAS

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

Exhibit P - Executed Benefit District Petition of Interchange and Related Infrastructure Improvements

[See attached]

K-96 INTERCHANGE AND RELATED INFRASTRUCTURE IMPROVEMENT DISTRICT PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

K-96 INTERCHANGE AND RELATED INFRASTRUCTURE IMPROVEMENT DISTRICT (as described below)

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

(a) That there be constructed a full-service interchange at K-96 Highway and Greenwich Road and certain other street improvements and signalization along the K-96 and Greenwich corridor, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements is $9,500,000 exclusive of the cost of interest on borrowed money. The improvements shall be financed as follows:

(1) $3,867,711 paid for with STAR Bond funds;

(2) $1,000,000 of City general obligations bonds to be funded from the City's debt service fund;

(3) $1,000,000 of City general obligation bonds to be funded from the City's local sales tax fund (LST);

(4) $1,500,000 of City general obligation bonds to be funded from the proceeds of 0.2% of the overall 1.2% additional sales tax levied within the community improvement district created for the Cabela's retail store by Ordinance No. 48-791; and

(5) $2,132,289 of City general obligation bonds to be funded from assessments levied upon the improvement district pursuant to this Petition, *provided, however*, that the sources of funds described in (1)-(4) must be exhausted prior to the levy of any assessments. Further, if the Interchange and Related Infrastructure Improvements cost less than $9,500,000, the amount of assessments to be levied pursuant to this

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Petition shall be reduced by the amount of such savings.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed the portion of the total actual cost of the improvement for which the improvement district is liable, *provided, however*, that the amount payable from the assessment levied upon the improvement district shall not exceed $2,132,289 as provided in section 1(b) herein.

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE

K-96 INTERCHANGE AND RELATED INFRASTRUCTURE IMPROVEMENT DISTRICT:

A contiguous tract of land lying within portions of the Northwest and Southwest Quarters of Section 3, and within portions of the Northeast and Southeast Quarters of Section 4, all in Township 27 South, Range 2 East, of the Sixth Principal Meridian, said contiguous tract containing a portion of Reserve “A”, Regency Lakes Commercial Addition, an addition to Wichita, Sedgwick County Kansas, AND ALSO, Reserve “A”, Greenwich Business Park Addition, an addition to Wichita, Sedgwick County, Kansas, AND ALSO, a portion of Greenwich Road Right-of-Way, AND ALSO, a portion of Kansas State Highway 96 Road Right-of-Way as described in Condemnation Cases 87C-1432 and 87C-1434, said contiguous tract being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 3, being coincident with the Northwest corner of Greenwich Business Center Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the West line of said Section 3, being coincident with the West boundary of said addition on a Kansas coordinate system 1983 south zone bearing of S00°32'28"E, 1344.46 feet to a point on a South boundary of said addition; thence along said South boundary, N89°14'33"E, 60.00 feet to a point on said South boundary also being the POINT OF BEGINNING; thence continuing along said South boundary, N89°14'33"E, 2586.39 feet to the Southeast corner of Lot 17, Block 3, of said addition; thence along the southern most West boundary of said addition, S00°35'43"E, 1331.13 feet to the Center of said Section 3, also being the Northwest corner of The Fairmont, an addition to Wichita, Sedgwick County, Kansas; thence along the West boundary of said addition, S00°35'31"E, 1815.57 feet to a point on the North line of Kansas State Highway 96 Road Right-of-Way; thence along the said North Right-of-Way line the following two courses and distances; N24°06'17"W, 532.89 feet to a point on a non-tangent curve to the left, having a radius of 2039.86 feet, a central angle of 41°27'31", a chord bearing of N44°22'20"W, and a chord distance of 1444.03 feet; thence along the arc of said curve a distance of 1476.03 feet; thence S24°53'55"W, 267.55 feet to a point on the South line of said Kansas State Highway 96 Road Right-of-Way, also being a point on a northerly line of Reserve “A”, Kensington Gardens, Sedgwick County, Kansas; thence along the northerly lines of said Reserve “A” for the next seven (7) courses, being coincident with the South lines of said Kansas State Highway 96 Road Right-of-Way, N66°46'02”W, 52.59 feet, thence S23°12'52”W, 30.01 feet; thence N66°46'54”W, 182.71 feet; thence N79°21'28”W, 273.05 feet; thence N88°11'43”W, 255.14 feet; thence S87°05'55”W, 411.65 feet; thence S58°27'27”W, 114.13 feet to a point on the East Right-of-Way line of said Greenwich Road, also being a point on a westerly line of said Reserve “A”; thence along said westerly line, S00°43'24”E, 574.37 feet to a westerly corner of said Reserve “A”; thence S89°16'10"W, 120.0 feet more or less to a point on the West Right-of-Way line of said Greenwich Road, also being a point on the East line of Lot 7, Block 1, Regency Lakes Commercial 3rd Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the East line of said Lot 7, N00°43'50"W, 148.40 feet to the Northeast corner of said Lot 7;

thence along the North line of said Lot 7; S89°48'24"W, 325.71 feet; thence continuing along said North line and also along the North line of Reserve “A”, Regency Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, N73°57'21"W, 302.89 feet; thence continuing along North line of said Reserve “A” the following three courses and distances; N57°43'06" W, 366.66 feet; thence N65°25'19"W, 297.70 feet; thence N74°49'46"W, 179.58 feet to the Northwest corner of said addition, also being a point on the East line of Reserve “C”, Regency Lakes, an addition to Wichita, Sedgwick County, Kansas; thence continuing along said East line, N00°43'50"W, 45.86 feet to the Northeast corner of said Reserve “C”; thence along the North line of said Reserve “C”, N89°11'19"W, 175.06 feet to the Northwest corner of said Reserve “C”; thence N00°57'07"W, 360.49 feet to a point on the South boundary of Regency Park Addition, an addition to Wichita, Sedgwick County, Kansas; thence continuing along the said South boundary the following four courses and distances; N89°02'53"E, 434.62 feet; thence N54°11'18"E, 614.48 feet; thence N74°45'13"E, 316.18 feet; thence S89°59'32"E, 300.22 feet to the Southeast corner of Lot 13, Block 1, of said addition; thence N89°27'32"E, 120.0 feet more or less to a point on the East line of said Greenwich Road Right-of-Way established on Doc# FLM/PG 28739057; thence along said East Right-of-Way line, N00°32'28"W, 911.75 feet to the POINT OF BEGINNING,

EXCEPT,
COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32’28”W, 203.91 feet; thence N89°27’32”E, 60.00 feet to the POINT OF BEGINNING, thence N44°27’32"E,130.71 feet; thence N89°27’32"E,124.54 feet; thence N85°09’28"E,60.00 feet; thence N89°27’32"E,123.20 feet; thence S00°32'28”E, 223.18 feet; thence S89°07'40"W, 221.49 feet; thence S00°32'26"E, 75.00 feet; thence S89°07'40"W, 178.51 feet; thence N00°32’28”W, 203.57 feet to the POINT OF BEGINNING,

AND EXCEPT,
COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32’28”W, 1336.67 feet; thence N89°27’32”E, 60.00 feet to the POINT OF BEGINNING, thence N89°14’33"E, 400.00 feet; thence S00°32’28"E, 941.34 feet; thence S89°27’32"W, 113.93 feet; thence N85°22’10"W, 72.11 feet; thence S89°27’32"W 121.83 feet; thence N45°32’28"W, 130.71 feet; thence N00°32’28"W, 840.90 feet to the POINT OF BEGINNING,

AND EXCEPT,
COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32’28”W, 1336.67 feet; thence N89°27’32”E, 60.00 feet; thence N89°14’33”E, 743.00 feet to the POINT OF BEGINNING, thence N89°14’33"E, 1214.20 feet; thence S00°35’43"E, 1047.75 feet to a point on a non-tangent curve to the left, said non-tangent curve to the left having a radius of 1048.00 feet, a central angle of of 25°18'06", a chord bearing of S77°53'25”E, and a chord distance of 459.04 feet, thence along the said curve to the left 462.79 feet; thence S89°27’32"W, 957.28 feet; thence N00°32’28"W, 692.47 feet; thence N89°27’31.88"E, 190.00 feet; thence N00°32’28"W, 250.16 feet to the POINT OF BEGINNING,

AND EXCEPT,
COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00°32’28”W, 300.84 feet; thence N89°27’32”E, 613.00 feet to the POINT OF BEGINNING, thence N89°27'32"E, 568.70 feet; thence S00°32'28"E, 470.23 feet; thence N73°43’09"W, 322.14 feet; thence N85°58'06"W, 261.18 feet; thence, N00°32'28"W 356.18 feet to the POINT OF BEGINNING.
CONTAINING 4,577,287 square feet or 105.08 acres more or less.

Signed:

WICHITA DESTINATION DEVELOPERS, INC.,
a Kansas corporation

By: _____ Date: _____
Michael J. Boyd, President

46017789.1

Exhibit Q - Legal Description of STAR Bond Tract

K-96 and Greenwich North Addition
60 acre purchase tract

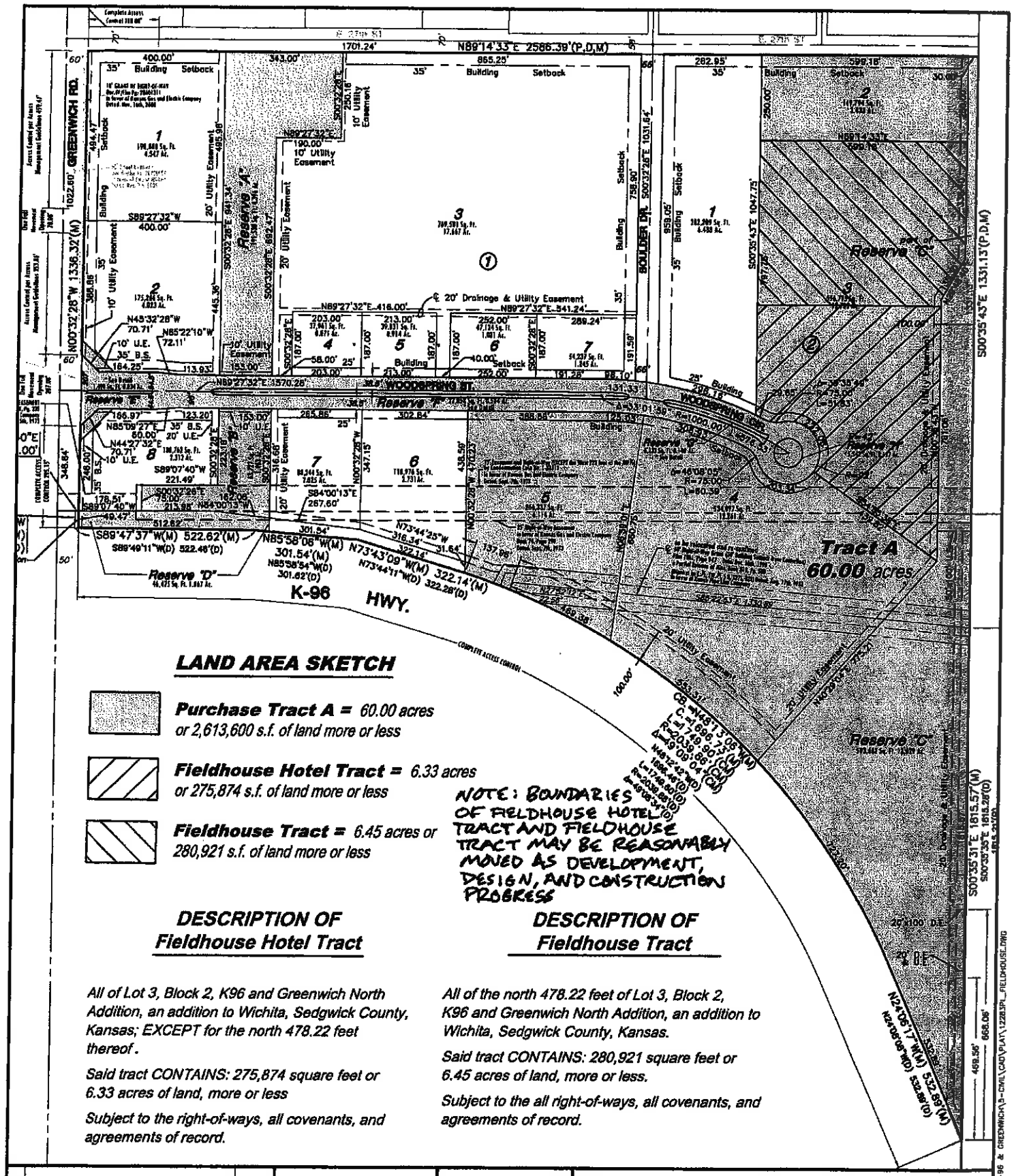
A tract of land lying within a portion of the Northwest Quarter and a portion of the Southwest Quarter Section 3, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, To Be Known As a portion of Reserve "D" Together With All of Reserves "A", "B", "C","E", "F" and "G", Together With All of Lots 2, 3, 4 and 5 Block 2, a portion of Lot 2, Block 1, and a portion of Lot 8, Block 2, Together With All of Woodspring Street and All of Woodspring Circle of the "K-96 And Greenwich North Addition", an Addition to Wichita, Sedgwick County, Kansas, (said Addition To Be Recorded at a later date), Being more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 3, thence along the west line of said Northwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N00"32'28"W, 203.91 feet; thence N89"27'32"E, 60.00 feet to the POINT OF BEGINNING, said point being a point on the east right-of-way line of north Greenwich Road as recorded on Doc.#/Fim-Pg: 28739057; thence along said east right-of-way line, N00"32'28"W, 291.85 feet; thence S45"32'28"E, 130.71 feet; thence N89"27'32"E, 121.83 feet; thence S85"22'10"E, 72.11 feet; thence N89"27'32"E, 113.93 feet; thence N00"32'28'W, 941.34 feet to the south right-of-way of 27th Street; thence along said south right-of-way line, N89"14'33"E, 343.00 feet; thence S00"32'28"E, 250.16 feet; thence S89"27'32"W, 190.00 feet; thence S00"32'28"E, 692.47 feet; thence N89"27'32"E, 957.28 feet to a point on a curve to the right; said curve having a radius of 1048.00 feet, a central angle of 25"18'06", a chord bearing of S77"53'25"E, and a chord distance of 459.04 feet, thence along the said curve to the left462.79 feet, thence N00"35'43"W, 1047.75 feet to said south right-of-way line of 27th Street; thence along said south right-of-way line, N89"14'33"E, 629.18 feet to the east line of said Northwest Quarter; thence along said east line, S00"35'36"E, 1331.13 feet to the center of said Section 3; thence along the east line of the Southwest Quarter, S00"35'36"E, 1815.57 feet to the north right-of-way line of Kansas Highway 96 as recorded on Condemnation Case No. 87C1434; thence along said north right-of-way line for the next two courses, N24"06'17"W, 532.89 feet to a point on a non-tangent curve to the left; said non-tangent curve having a radius of 2039.86 feet, a central angle of 49"09'04", a chord bearing of N48"13'06"W, and a chord distance of 1696.73 feet, thence along the said non-tangent curve to the left 1749.90 feet; thence N00"32'28'W, 470.23 feet; thence S89"27'32"W, 568.70 feet; thence S00"32'28"E, 356.18 feet to said north right-of-way line of Kansas Highway 96; thence along said north right-of-way line for the next two courses, N85"58'06"W, 40.36 feet; thence S89"47'37"W, 512.62 feet to a point lying 10.00 feet east of the east right-of-way line of north Greenwich Road; thence parallel with and 10.00 feet east of said east right-of-way line, N00"43'03"W, 49.47 feet; thence N89"07'40"E, 178.51 feet; thence N00"32'26"W, 75.00 feet; thence N89"07'40"E, 221.49 feet; thence N00"32'28"W, 223.18 feet; thence S89"27'32"W, 123.20 feet; thence S85"09'26"W, 60.00 feet; thence S89"27'32'W, 124.54 feet; thence S44"27'32"W, 130.71 feet to the POINT OF

BEGINNING. Said tract CONTAINS: 2,613,600 square feet or 60 acres of land, more or less. Subject to the all right-of-ways, all covenants, and agreements of record.

Exhibit R – Fieldhouse Hotel and Fieldhouse Tract

[See attached]



LAND AREA SKETCH

Purchase Tract A = *60.00 acres or 2,613,600 s.f. of land more or less*

Fieldhouse Hotel Tract = *6.33 acres or 275,874 s.f. of land more or less*

Fieldhouse Tract = *6.45 acres or 280,921 s.f. of land more or less*

NOTE: BOUNDARIES OF FIELDHOUSE HOTEL TRACT AND FIELDHOUSE TRACT MAY BE REASONABLY MOVED AS DEVELOPMENT, DESIGN, AND CONSTRUCTION PROGRESS

DESCRIPTION OF Fieldhouse Hotel Tract

All of Lot 3, Block 2, K96 and Greenwich North Addition, an addition to Wichita, Sedgwick County, Kansas; EXCEPT for the north 478.22 feet thereof.

Said tract CONTAINS: 275,874 square feet or 6.33 acres of land, more or less

Subject to the right-of-ways, all covenants, and agreements of record.

DESCRIPTION OF Fieldhouse Tract

All of the north 478.22 feet of Lot 3, Block 2, K96 and Greenwich North Addition, an addition to Wichita, Sedgwick County, Kansas.

Said tract CONTAINS: 280,921 square feet or 6.45 acres of land, more or less.

Subject to the all right-of-ways, all covenants, and agreements of record.

NO.	REVISION	DATE

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K-96 and Greenwich North Addition
Fieldhouse and Hotel Tract

PROJECT NO. 1201010283	DATE: 08/23/2013	SHEET NO.
DRAWN BY: BDL	DESIGNED BY: JD	APPROVED BY: GJA	1 OF 2

J:\PROJECTS\2012\1201010283 K-96 & GREENWICH\B-CIVIL\CAD\PLAT\1228SPL_FIELDHOUSE.DWG

Exhibit S

City Policy on Construction of Infrastructure Improvements by Private Contract

[See Attached]

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.

Water Taps

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

Agenda Item No. IV-3

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: 2012-2013 HUD Consolidated Plan Annual Performance and Evaluation Report

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the Public Hearing, approve the Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development (HUD).

Background: The City is required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) for projects covered by the HUD Consolidated Plan. The 2012-2013 CAPER documents the activities undertaken during the program year beginning July 1, 2012 and ending June 30, 2013 for the Community Development Block Grant (CDBG), the HOME Investment Partnerships (HOME), and the Emergency Solutions Grant (ESG) programs.

Analysis: During the reporting period, residents of the City of Wichita received direct benefits from expenditure of CDBG, HOME and ESG funds. Home Improvement Programs provided grants and loans to assist 231 households through the Home Repair Program and 18 neighborhood clean-ups were conducted. Public Service agencies received funds to provide 4,465 middle-school youth with after school recreation and enrichment programs. The women's shelters served 481 women and children who were victims of domestic violence. A total of 87 youth participated in The Way to Work summer youth employment program. The HOME program assisted 32 first-time homebuyers with down payments and closing costs and assisted in the development of 13 new construction units. The ESG program served 4,095 persons by providing short-term shelter, case management and other services to the homeless and victims of domestic abuse.

Financial Consideration: The total expenditures for the July 1, 2011-June 30, 2012 program year were $2,865,917: $2,444,225 for the CDBG program; $271,676 for HOME Investment Partnerships program; and $150,016 in the ESG program.

Legal Consideration: The City is required to provide an opportunity for citizens to review and comment on the CAPER prior to its submission to the U.S. Department of Housing and Urban Development (HUD). The City published a notice in the Wichita Eagle on August 12, 2013, advising that public comments would be accepted through August 26, 2013. Notice was also published in The Community Voice on August 15.

The CAPER was made available to the public through the Neighborhood City Halls, Housing and Community Services Department, Planning Department, City Council Office, City Manager's Office, City of Wichita website and all branches of the Wichita Public Library. No comments were received.

Recommendation/Actions: It is recommended that the City Council close the Public Hearing, approve the Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development.

Attachments: None.

Agenda Item No. IV-4

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Amendment to Section 1.04.070 of the Code of the City of Wichita regarding Municipal Court costs and fees.

INITIATED BY: Municipal Court

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: During the 2011 legislative session, Senate Bill 304 was passed which required municipal courts, beginning July 1, 2013, to order mandatory treatment and counseling for offenders convicted in domestic violence cases. The statute dictates requirements for offender assessments and treatment for domestic violence offenders. These mandates have increased the costs associated with the adjudication of domestic violence cases.

Since 1996, Municipal Court has assessed a domestic violence program fee to partially offset the cost of adjudicating domestic violence cases. Municipal Court is recommending Section 1.04.070 of the City Code be amended to increase the domestic violence program fee by two dollars to help mitigate the financial impact of recent statutory changes.

Analysis: A two dollar increase to the domestic violence program fee would increase total court costs from $65 to $67 per case. Court costs are assessed to all moving violations and court cases that result in a guilty finding. Court costs are not assessed to parking and seatbelt violations. The domestic violence program fee was last increased in 2010. The two dollar increase will partially offset costs associated with domestic violence adjudication. The Law Department and Municipal Court reviewed statutory requirements and have implemented strategies to further reduce the financial impact of SB 304.

Financial Considerations: It is anticipated that the statutory changes could increase costs to adjudicate domestic violence cases by up to $230,000 annually. Increasing the domestic violence program fee will partially offset the increase in expenditures.

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

Recommended Action: It is recommended that the City Council place the ordinance on first reading.

Attachments: Ordinance 1.04.070
Ordinance 1.04.070 Delineated

First Published in The Wichita Eagle on September 20, 2013

09/10/2013

ORDINANCE NO. 49-573

AN ORDINANCE AMENDING SECTION 1.04.070 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COSTS AND WITNESS FEES IN CASES BEFORE THE MUNICIPAL COURT AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 1.04.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

" Costs and witness fees in cases before the Municipal Court.

(a) The sum of $65.00 shall be assessed as court costs against each person charged with a violation of any of the ordinances of this city, unless found not guilty. The $65.00 in court costs shall include all costs required by state statute, as well as a $7.00 domestic violence program fee and a $6.00 public defender fee. However, this subsection shall not apply to persons who make payment to avoid prosecution of a charge that involves either a parking violation as provided in Section 11.92.040 of this Code or failure to use seat belts or child safety restraints.

(b) The sum of $2.00 shall be assessed as a court technology fee against each person charged with such a violation of any of the ordinances of this city, unless found not guilty. The court technology fee is to be used by the court to

help offset the cost to maintain, utilize and/or purchase technology enhancements and systems, including but not limited to computer systems, computer networks, computer hardware, computer software, imaging systems, electronic kiosks, electronic ticket writers, electronic monitoring systems, and docket management systems for the City of Wichita Municipal Court System. However, this subsection shall not apply to persons who make payment to avoid prosecution of a charge that involves either a parking violation as provided in Section 11.92.040 of this Code or failure to use seat belts or child safety restraint belts.

(c) For each person who is charged with a violation of any of the ordinances of this city and such matter is set for appearance, a charge of ten dollars will be assessed, unless found not guilty.

(d) For each continuance of any pre-trial appearance, trial, sentencing, disposition, or pre-sentence investigation granted at the request of the accused person, a cost of $10.00 shall be assessed against such accused person unless found not guilty.

(e) A cost of $10.00 shall be assessed for each extension of time to pay any fine, penalty or costs granted by the clerk of the municipal court at the request of an accused person.

(f) For each trial date attributable to the accused person for which subpoenas have been issued, and in addition to other costs provided for in this section, the sum of $25.00 shall be assessed as court costs against such accused person, unless found not guilty by the court.

(g) In addition to other costs provided for in this section, the sum of $10.00 shall be assessed as court costs against each accused person who is found guilty and files a notice of appeal in district court.

(h) In addition to other court costs assessed pursuant to this section, fees and mileage for subpoenaed witnesses shall be assessed at the rate of $10.00 per day and $0.40 per mile actually driven in excess of twenty miles.

(i) A cost of $50.00 shall be assessed against each person for whom a municipal court bench warrant or show cause/probation violation warrant is ordered by the court for either failure to appear or failure to comply.

(j) A cost of $50.00 shall be assessed against each person for whom a warrant is issued for failure to pay any fine, penalty or costs as provided in subsection (a) of this section.

(k) In addition to other court costs assessed pursuant to this section, the sum of $20.00 shall be assessed as court costs against each accused person who fails to comply with a traffic citation, as set forth in Section 11.42.040(a) of this Code. This assessment shall be in addition to the reinstatement fee collected by the court pursuant to K.S.A. 8-2110(c) as amended, and as set forth in Section 11.42.040(c) of this Code, and shall be retained by the municipal court to be used to reimburse the court for expenses incurred in complying with the procedures required by state law. Such sum shall be assessed for each charge on which the person fails to make satisfaction, regardless of the disposition of the charge for which the citation was originally issued.

(l) In addition to any other court costs assessed pursuant to this section, the sum of $5.00 shall be assessed as court costs against each accused person who fails to comply with a traffic citation as set forth in Section 11.42.040(a) of this Code. This assessment shall be in addition to the reinstatement fee collected by the court pursuant to K.S.A. 8-2110(c) and amendments thereto, and as set forth in Section 11.42.040(c) of this Code. This fee shall be retained by the municipal court to be used to reimburse expenses for mailing notice as mandated by Section 11.42.040(b) of this Code, and K.S.A. 8-2110(b), and amendments thereto.

(m) A fee equal to the hourly rate billed to the City of Wichita by Sedgwick County for each hour incarcerated shall be assessed against a defendant in each case in which the defendant is incarcerated pursuant to an order of a municipal court judge.

(n) A processing fee in the amount of $10.00 will be assessed against a defendant in each case in which the defendant is booked into the Sedgwick County Adult Detention Facility pursuant to an arrest for a violation of any ordinances of the City of Wichita or pursuant to an order of a municipal court judge.

(o) Each person placed under supervision of a probation officer shall pay a probation fee of $150.00 for each probation, re-instatement or extension of probation for each case supervised, except that in any case in which there is a determination of indigency, the fee specified may be reduced or waived by the judge.

(p) For those misdemeanor offenses as set out in K.S.A. 21-2501 that require the individual be fingerprinted before final disposition of the case, a $20.00 fingerprint fee will be assessed as costs.

(q) Should the court order urinalysis testing, a fee of $20.00 per test shall be assessed to the defendant as costs.

(r) Should the court order house arrest, or electronic monitoring, in lieu of a period of incarceration or as a condition of probation or bond, and order that the fees for such electronic monitoring be paid by the city directly to the vendor of such technology on behalf of the defendant, the fees paid by the city for such monitoring shall be assessed against the defendant as a court cost owed to the City of Wichita for payment of the technology costs by the City.

(s) Should the court order a presentence or diversion investigation, a fee of $200.00 shall be assessed to the defendant as costs.

(t) The assessment and imposition of the court costs pursuant to this section shall be mandatory and the court shall not waive, remit, suspend, parole, or otherwise excuse the payment thereof.

(u) All court costs assessed and imposed by this section shall be paid no later than 60 days following imposition; provided that the court may extend the time for such payment to 120 days for good cause shown. In no case shall the court order the time for payment of court costs assessed pursuant to this section extended beyond 120 days from the date of initial imposition.

(v) All court costs collected pursuant to this section shall be accounted for by the clerk of the municipal court and deposited to the general fund of the

city and special trust fund with the exception of the $2.00 court technology fee, which shall be deposited into the Court Technology Project Account.

(w) All costs and fees shall be assessed as part of the judgment and shall be collected by the court clerk or court administrator of the Municipal Court.

(x) The costs and fees assessed pursuant to this section shall be in addition to the fine imposed.

SECTION 2. The original of Section 1.04.070 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 17th day of September, 2013.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED 09/10/2013

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 1.04.070 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COSTS AND WITNESS FEES IN CASES BEFORE THE MUNICIPAL COURT AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 1.04.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

" Costs and witness fees in cases before the Municipal Court.

(a) The sum of ~~$63.00~~ $65.00 shall be assessed as court costs against each person charged with a violation of any of the ordinances of this city, unless found not guilty. The ~~$63.00~~ $65.00 in court costs shall include all costs required by state statute, as well as a ~~$5.00~~ $7.00 domestic violence program fee and a $6.00 public defender fee. However, this subsection shall not apply to persons who make payment to avoid prosecution of a charge that involves either a parking violation as provided in Section 11.92.040 of this Code or failure to use seat belts or child safety restraints.

(b) The sum of $2.00 shall be assessed as a court technology fee against each person charged with such a violation of any of the ordinances of this city, unless found not guilty. The court technology fee is to be used by the court to

help offset the cost to maintain, utilize and/or purchase technology enhancements and systems, including but not limited to computer systems, computer networks, computer hardware, computer software, imaging systems, electronic kiosks, electronic ticket writers, electronic monitoring systems, and docket management systems for the City of Wichita Municipal Court System. However, this subsection shall not apply to persons who make payment to avoid prosecution of a charge that involves either a parking violation as provided in Section 11.92.040 of this Code or failure to use seat belts or child safety restraint belts.

(c) For each person who is charged with a violation of any of the ordinances of this city and such matter is set for appearance, a charge of ten dollars will be assessed, unless found not guilty.

(d) For each continuance of any pre-trial appearance, trial, sentencing, disposition, or pre-sentence investigation granted at the request of the accused person, a cost of $10.00 shall be assessed against such accused person unless found not guilty.

(e) A cost of $10.00 shall be assessed for each extension of time to pay any fine, penalty or costs granted by the clerk of the municipal court at the request of an accused person.

(f) For each trial date attributable to the accused person for which subpoenas have been issued, and in addition to other costs provided for in this section, the sum of $25.00 shall be assessed as court costs against such accused person, unless found not guilty by the court.

(g) In addition to other costs provided for in this section, the sum of $10.00 shall be assessed as court costs against each accused person who is found guilty and files a notice of appeal in district court.

(h) In addition to other court costs assessed pursuant to this section, fees and mileage for subpoenaed witnesses shall be assessed at the rate of $10.00 per day and $0.40 per mile actually driven in excess of twenty miles.

(i) A cost of $50.00 shall be assessed against each person for whom a municipal court bench warrant or show cause/probation violation warrant is ordered by the court for either failure to appear or failure to comply.

(j) A cost of $50.00 shall be assessed against each person for whom a warrant is issued for failure to pay any fine, penalty or costs as provided in subsection (a) of this section.

(k) In addition to other court costs assessed pursuant to this section, the sum of $20.00 shall be assessed as court costs against each accused person who fails to comply with a traffic citation, as set forth in Section 11.42.040(a) of this Code. This assessment shall be in addition to the reinstatement fee collected by the court pursuant to K.S.A. 8-2110(c) as amended, and as set forth in Section 11.42.040(c) of this Code, and shall be retained by the municipal court to be used to reimburse the court for expenses incurred in complying with the procedures required by state law. Such sum shall be assessed for each charge on which the person fails to make satisfaction, regardless of the disposition of the charge for which the citation was originally issued.

(l) In addition to any other court costs assessed pursuant to this section, the sum of $5.00 shall be assessed as court costs against each accused person who fails to comply with a traffic citation as set forth in Section 11.42.040(a) of this Code. This assessment shall be in addition to the reinstatement fee collected by the court pursuant to K.S.A. 8-2110(c) and amendments thereto, and as set forth in Section 11.42.040(c) of this Code. This fee shall be retained by the municipal court to be used to reimburse expenses for mailing notice as mandated by Section 11.42.040(b) of this Code, and K.S.A. 8-2110(b), and amendments thereto.

(m) A fee equal to the hourly rate billed to the City of Wichita by Sedgwick County for each hour incarcerated shall be assessed against a defendant in each case in which the defendant is incarcerated pursuant to an order of a municipal court judge.

(n) A processing fee in the amount of $10.00 will be assessed against a defendant in each case in which the defendant is booked into the Sedgwick County Adult Detention Facility pursuant to an arrest for a violation of any ordinances of the City of Wichita or pursuant to an order of a municipal court judge.

(o) Each person placed under supervision of a probation officer shall pay a probation fee of $150.00 for each probation, re-instatement or extension of probation for each case supervised, except that in any case in which there is a determination of indigency, the fee specified may be reduced or waived by the judge.

(p) For those misdemeanor offenses as set out in K.S.A. 21-2501 that require the individual be fingerprinted before final disposition of the case, a $20.00 fingerprint fee will be assessed as costs.

(q) Should the court order urinalysis testing, a fee of $20.00 per test shall be assessed to the defendant as costs.

(r) Should the court order house arrest, or electronic monitoring, in lieu of a period of incarceration or as a condition of probation or bond, and order that the fees for such electronic monitoring be paid by the city directly to the vendor of such technology on behalf of the defendant, the fees paid by the city for such monitoring shall be assessed against the defendant as a court cost owed to the City of Wichita for payment of the technology costs by the City.

(s) Should the court order a presentence or diversion investigation, a fee of $200.00 shall be assessed to the defendant as costs.

(t) The assessment and imposition of the court costs pursuant to this section shall be mandatory and the court shall not waive, remit, suspend, parole, or otherwise excuse the payment thereof.

(u) All court costs assessed and imposed by this section shall be paid no later than 60 days following imposition; provided that the court may extend the time for such payment to 120 days for good cause shown. In no case shall the court order the time for payment of court costs assessed pursuant to this section extended beyond 120 days from the date of initial imposition.

(v) All court costs collected pursuant to this section shall be accounted for by the clerk of the municipal court and deposited to the general fund of the

city and special trust fund with the exception of the $2.00 court technology fee, which shall be deposited into the Court Technology Project Account.

(w) All costs and fees shall be assessed as part of the judgment and shall be collected by the court clerk or court administrator of the Municipal Court.

(x) The costs and fees assessed pursuant to this section shall be in addition to the fine imposed.

SECTION 2. The original of Section 1.04.070 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2013.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Improvements to Georgia Avenue (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the project and adopt the resolution.

Background: Georgia Avenue is currently an unpaved street located west of Hydraulic within the Louis Fourth and Fifth Additions. A petition signed by resident owners representing 47.7% of the improvement district area and 58.5% of the resident owners was submitted in support of proposed paving and drainage improvements. The petition is valid per Kansas Statute 12-6A01. The District III Advisory Board sponsored a neighborhood hearing on the project on August 7, 2013. The Board voted 9-0 to recommend approval of the project.

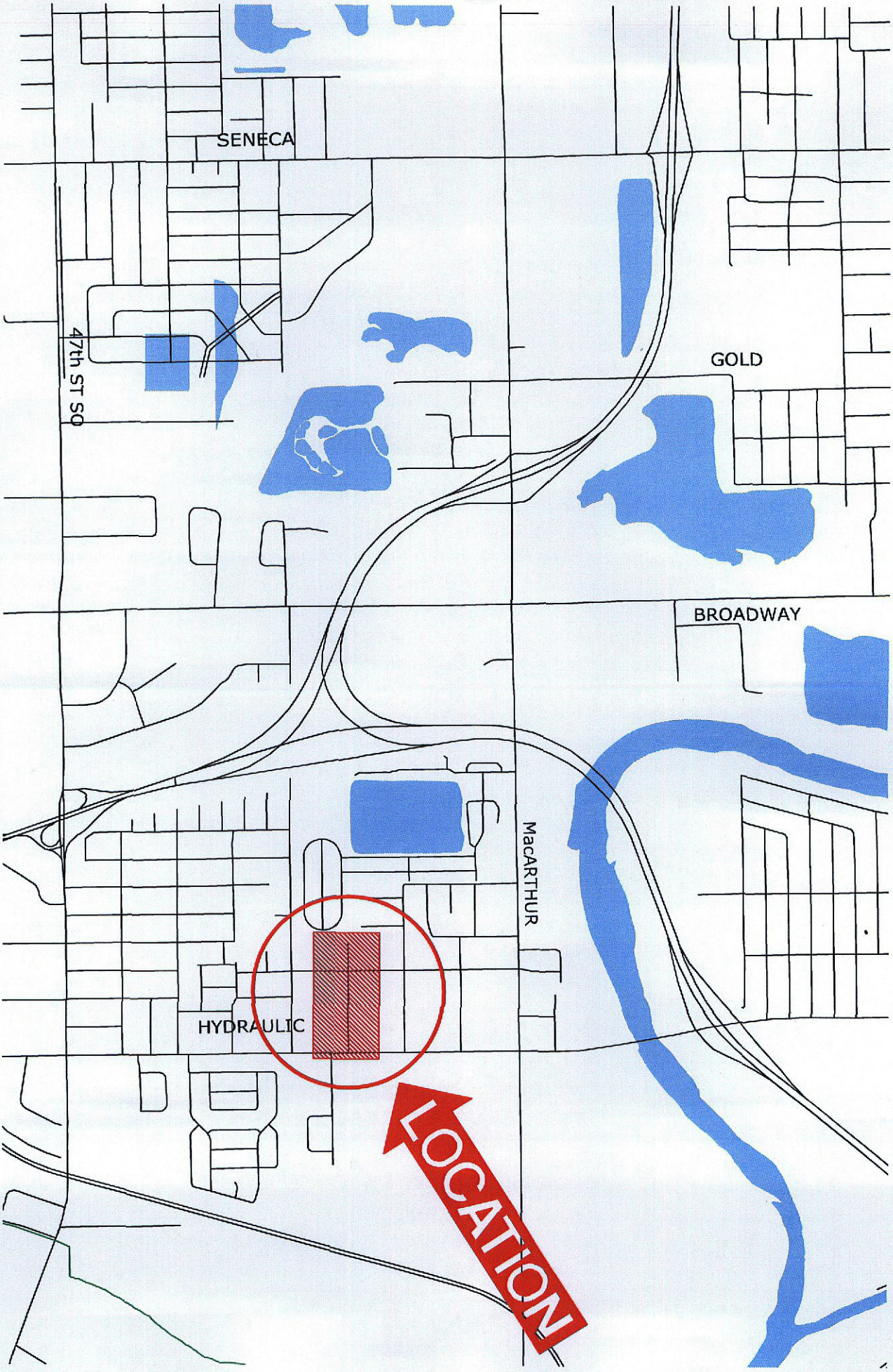
Analysis: The proposed improvements consist of asphalt pavement, curb and gutter, and drainage. The project will extend from the west line of Georgia and Hydraulic, approximately 1400 feet west to the end of the street.

Financial Considerations: The estimated cost of the project is $380,000, with 93.66% of the final cost being assessed to the improvement district, and 6.34% being paid by the City, for intersection improvements. The funding source for the City's share is General Obligation bonds. The estimates do not include financing costs that will be incurred during the design, construction, or bonding phases of the project.

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

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

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


SENECA
47th ST SO
GOLD
BROADWAY
MacARTHUR
HYDRAULIC
LOCATION

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 47.7%

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

ENGINEERING REFERENCE #: 472-85107

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

COUNCIL DISTRICT: 03 Council District 3 DATE COUNCIL APPROVED: Sep 10, 2013 REQUEST DATE:

PROJECT # : 490317 PROJECT TITLE: Georgia Avenue

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Georgia Avenue

OCA # : 766299 OCA TITLE: Georgia Avenue

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

PROJECT MANAGER: Tim Davidson PHONE #: 268-4455

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$355,908.00	2999 Contractuals	$380,000.00
9720 G.O. Bonds	$24,092.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$380,000.00	**EXPENSE TOTAL:**	$380,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

RECEIVED
MAY 21 '13
CITY CLERK OFFICE

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

472-85107

Louis 4th Addition
Lots 14-26 Inclusive, Block 1
Lots 6-10 Inclusive, Block 2

Louis 5th Addition
Lots 3-16 Inclusive

Unplatted Tract
In Section 16, Township 28S, Range 1E
North 125 Feet East 318 Feet North 1/2 South 1/2 SE1/4 NE1/4 (B-16-UP)

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

(a) That there be constructed pavement on **Georgia Avenue** from the west line of **Hydraulic Avenue** to and including a cul-de-sac west of **Lot 6, Block 2** of **Louis 4th Addition**. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement being **Three Hundred Eighty Thousand Dollars ($380,000)** exclusive of the cost of interest on borrowed money, with **93.66** percent payable by the improvement district and **6.34** percent payable by the City-at-Large. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of the cost of interest on borrowed money. If, at the time the City Engineer bids or is ready to bid the project for construction, it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted.

This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **April 1, 2013**.

(c) That the land or area above described be constituted as an improvement

district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
Louis 4th Addition		
LOT 14, BLOCK 1	GUINN BILLY L	
LOT 15, BLOCK 1	MERLIN G TROUTMAN TRUST	
LOT 16, BLOCK 1	SHOCKLEY BETTY Betty Shockley	5-7-13
LOT 17, BLOCK 1	RUSSELL DEREK E Darren Knox	5-7-13
LOT 18, BLOCK 1	KNOX DARREN W	5-7-13
LOT 19, BLOCK 1	WILLIAMS PAUL & LYNN Paul Williams Lynn S. Williams	5-10-13 5-10-13
LOT 20, BLOCK 1	GUNTHER ALEXANDER K Alexander K. Gunther	May 07, 2013
LOT 21, BLOCK 1	STEPHENS JANICE L ETVIR ATTN: ROGER & JANICE SUTTON Roger Sutton Janice Sutton	May 08, 2013
LOT 22, BLOCK 1	AMAYA OSMAN H Osman H. Amaya	5/7/13
LOT 23, BLOCK 1	HART RONALD E ETUX	
LOT 24, BLOCK 1	STATES WARREN D JR ETUX	

LOTS 25 & 26, BLOCK 1	SOUTH RIVERSIDE BAPTIST CHURCH
LOT 6, BLOCK 2	ZACHARE FELIX & ANN
LOTS 7 & 8, BLOCK 2	HUS TR 5/7/13
LOT 9, BLOCK 2	SMITH THELMA L 05-07-2013
LOT 10, BLOCK 2	KNIGHT JENNIFER

Louis 5th Addition

LOT 3	MALONE MICHAEL C & SUSAN M 5-10-13
LOT 4	IRWIN FRANKLIN D JR & MELISSA A
LOT 5	JENKINS JOHN M 5/7/13
LOT 6	SHARP HAZEL M ETAL 5-14-13
LOT 7	MAISCH THEODORE W JR 5-7-13
LOT 8	GUZMAN JUAN G & FLORENTINA C

LOT 9	BOYD BOBBY L Bobby L. Boyd 5-7-13
LOT 10	HUTCHISON ANITA K & TAMMIE R
LOT 11	BELLEW BRADLEY K 5-15-13
LOT 12	HUTCHINSON LEWIS PAUL
LOT 13	HOMAN MICHAEL T
LOT 14	KRAUS JEFFREY L & TRACLENE L Traclene L Kraus
LOT 15	DEBORA L & JORDAN L HOOPER 5-7-13
LOT 16	DELYN ENTERPRISES INC 5-7-13

Unplatted Tract

N 125 FT E 318 FT N1/2 S1/2 SE1/4 NE1/4 SEC 16-28-1E (B-16-UP)	GREEN JOHN A

RECEIVED

MAY 21 '13

CITY CLERK OFFICE

AFFIDAVIT

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

Darren A Arroyo
Name

1626 E Georgia
Address

(316) 210-8419
Telephone Number

Sworn to and subscribed before me this 21st day of May, 2013.

Karen Sublett, MMC
~~Deputy~~ City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

132019

First Published in the Wichita Eagle on September 13, 2013

RESOLUTION NO. 13-163

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **GEORGIA AVENUE FROM THE WEST LINE OF HYDRAULIC AVENUE TO AND INCLUDING A CUL-DE-SAC WEST OF LOT 6, BLOCK 2 OF LOUIS 4TH ADDITION (WEST OF HYDRAULIC, SOUTH OF MACARTHUR) 472-85107** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **GEORGIA AVENUE FROM THE WEST LINE OF HYDRAULIC AVENUE TO AND INCLUDING A CUL-DE-SAC WEST OF LOT 6, BLOCK 2 OF LOUIS 4TH ADDITION (WEST OF HYDRAULIC, SOUTH OF MACARTHUR) 472-85107** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on **Georgia Avenue from the west line of Hydraulic Avenue to and including a cul-de-sac west of Lot 6, Block 2 of Louis 4th Addition (west of Hydraulic, south of MacArthur) 472-85107.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Three Eighty Thousand Dollars ($380,000)** exclusive of the cost of interest on borrowed money, with **93.66** percent payable by the improvement district and **6.34** percent payable by the City-at-Large. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of the cost of interest on borrowed money. If, at the time the City Engineer bids or is ready to bid the project for construction, it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **April 1, 2013**.

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

LOUIS 4TH ADDITION
Lots 14 through 26 Inclusive, Block 1
Lots 6 through 10 Inclusive, Block 2

LOUIS 5TH ADDITION
Lots 3 through 16 Inclusive

UNPLATTED TRACT
In Section 16, Township 28S, Range 1E
North 125 feet East 318 Feet North 1/2 South 1/2 SE1/4 NE1/4 (B-16-IP)

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

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas this 10th day of September, 2013.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

Agenda Item No. IV-6

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer to serve Park Meadow Estates Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the petition and adopt the resolution.

Background: A deteriorating private sanitary sewer service line serving a complex of 14 condominiums crosses an undeveloped property under separate ownership. No easement or agreement exists for the private service line to be on the undeveloped property, and the line needs to be relocated. A petition signed by the owner of the undeveloped property representing 70% of the improvement district area and 11.1% of the resident owners has been submitted in support of the project. The District II Advisory Board sponsored a neighborhood hearing on the project August 5, 2013. The Board voted 6-0 to recommend approval of the project.

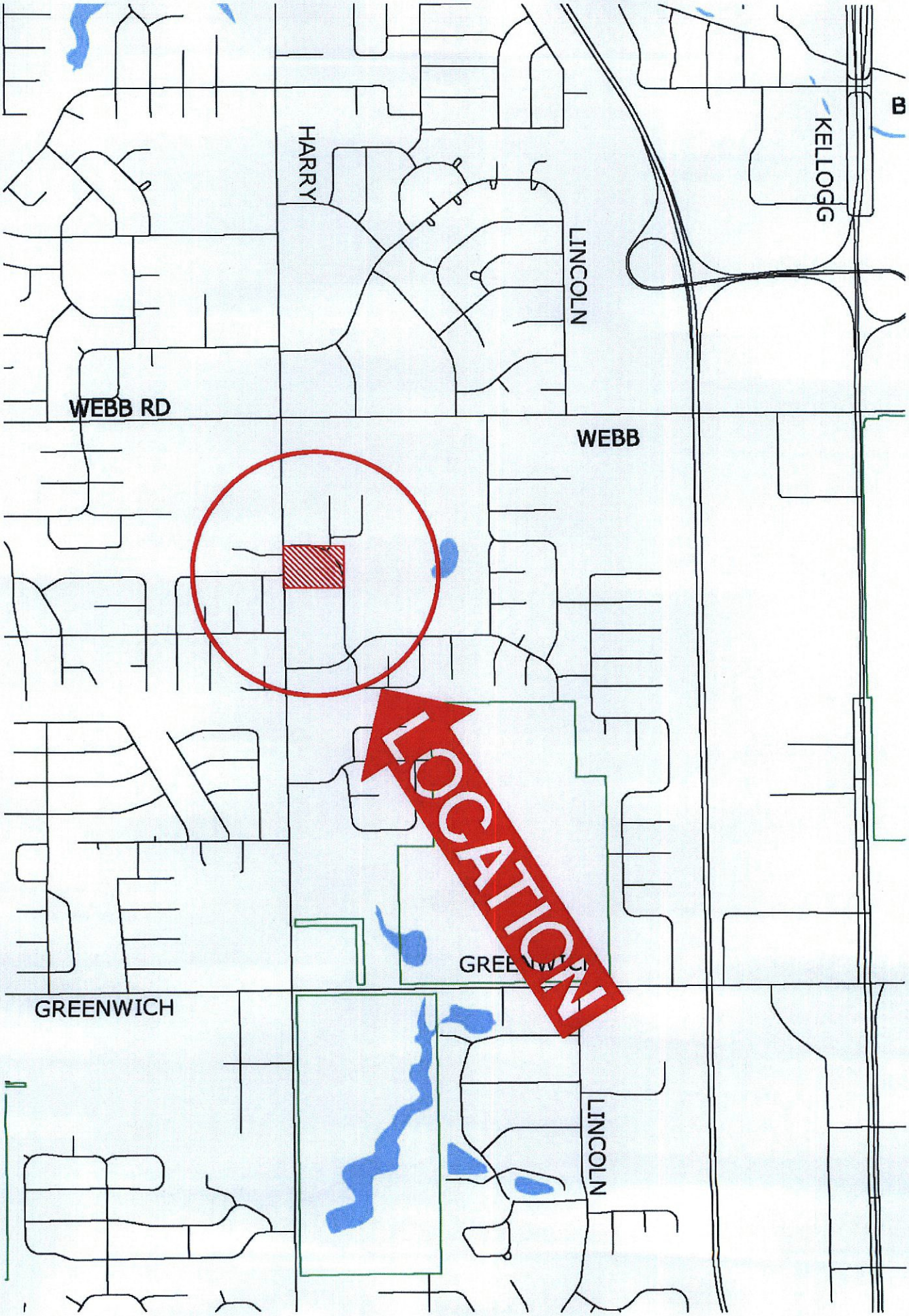
Analysis: Proposed improvements include reconstruction and relocation of the private service line, bringing it up to City standards and turning it into a public distribution line. This provides more usable land for the developer of the undeveloped property located north of Harry, east of Webb, and relieves the condominium owners of having to maintain a long private service line.

Financial Considerations: The estimated project cost is $67,000, with 100% of the cost being assessed to the improvement district. The proposed method of assessment is the fractional basis with 50% of the cost being assessed to the undeveloped property and 50% assessed to the condominiums (approximately $2,400 per condo). Special assessments can be paid in one lump sum or over 20 years as an assessment against the property. The estimates do not include financing costs that will be incurred during the design, construction, or bonding phases of the project.

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

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

Attachments: Map, budget sheet, petition, resolution.


B
KELLOGG
HARRY
LINCOLN
WEBB RD
WEBB
LOCATION
GREENWICH
GREENWICH
LINCOLN

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 11.1%

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

ENGINEERING REFERENCE #: 468-84892

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

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Sep 10, 2013 REQUEST DATE:

PROJECT # : 480048 PROJECT TITLE: Lateral 435, Four Mile Creek to serve Park Meadow Estates

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Lateral 435, Four Mile Creek to serve Park Meadow Estates

OCA # : 744356 OCA TITLE: Lateral 435, Four Mile Creek to serve Park Meadow Estates

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$67,000.00	2999 Contractuals	$67,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$67,000.00	**EXPENSE TOTAL:**	$67,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jany DATE: 08/21/13

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

RECEIVED

MAY 29 '13

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Lateral 435, FMC

Dear Council Members:

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

468-84892

PARCEL "A"

Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas, EXCEPT beginning 77 feet north of the southwest corner thereof; thence north 7.49 feet; thence northeasterly along a curve 385.13 feet; thence southeast 105.75 feet; thence southwest 228.82 feet; thence west 125 feet to the point of beginning of excepted tract; AND EXCEPT commencing at the southwest corner thereof; thence north 77 feet; thence east 125 feet; thence northeast 71.26 feet for the point of beginning; thence southeast 14.72 feet; thence northeast 14.08 feet; thence southeast 2.5 feet; thence northeast 24 feet; thence southwest 5.25 feet; thence northeast 25.13 feet; thence northwest 49.25 feet; thence southwest 36.71 feet; thence southwest 37.08 feet to the point of beginning of excepted tract. (Key No. C-41152)

PARCEL "B"

Unit A-101, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas. (Key No. C-4115200010001)

PARCEL "C"

Unit A-102, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas. (Key No. C-4115200010002)

PARCEL "D"

Unit A-103, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas. (Key No. C-4115200010003)

PARCEL "E"

Unit A-104, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas. (Key No. C-4115200010004)

PARCEL "F"

Unit A-105, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas. (Key No. C-4115200010005)

PARCEL "G"

Unit A-106, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas.

(Key No. C-4115200010006)

PARCEL "H"

Unit A-201, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas. (Key No. C-4115200010007)

PARCEL "I"

Unit A-202, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas. (Key No. C-4115200010008)

PARCEL "J"

Unit A-203, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas. (Key No. C-4115200010009)

PARCEL "K"

Unit A-204, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas. (Key No. C-4115200010010)

PARCEL "L"

Unit A-205, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas. (Key No. C-4115200010011)

PARCEL "M"

Unit A-206, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas. (Key No. C-4115200010012)

PARCEL "N"

Unit A-301, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas. (Key No. C-4115200010013)

PARCEL "O"

Unit A-302, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas. (Key No. C-4115200010014)

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

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

(b) That the estimated and probable cost of the improvements is Sixty-Seven Thousand Dollars ($67,000.00) exclusive of the cost of interest

on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after June 1, 2013.

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

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

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: PARCEL "A" shall pay 14/28 of the total cost of the improvements; PARCEL "B" shall pay 1/28 of the total cost of the improvements; PARCEL "C" shall pay 1/28 of the total cost of the improvements; PARCEL "D" shall pay 1/28 of the total cost of the improvements; PARCEL "E" shall pay 1/28 of the total cost of the improvements; PARCEL "F" shall pay 1/28 of the total cost of the improvements; PARCEL "G" shall pay 1/28 of the total cost of the improvements; PARCEL "H" shall pay 1/28 of the total cost of the improvements; PARCEL "I" shall pay 1/28 of the total cost of the improvements; PARCEL "J" shall pay 1/28 of the total cost of the improvements; PARCEL "K" shall pay 1/28 of the total cost of the improvements; PARCEL "L" shall pay 1/28 of the total cost of the improvements; PARCEL "M" shall pay 1/28 of the total cost of the improvements; PARCEL "N" shall pay 1/28 of the total cost of the improvements; PARCEL "O" shall pay 1/28 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the

assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis:

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

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

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

LEGAL DESCRIPTION SIGNATURE DATE

PARCEL "A"

By: Scott
Scott M. Johnson 5/28/13

PARCEL "B"

By:_____
Jerri L. Keller

PARCEL "C"
PARCEL "D"
PARCEL "E"
PARCEL "F"
PARCEL "G"
PARCEL "I"
PARCEL "J"
PARCEL "K"

By:_____
Robert H. Winslow, Jr.

By:_____
Marjorie Mie Winslow

PARCEL "H"

By:_____
Ken Gregston

PARCEL "L"

By:_____
Thomas A. Roth, Jr.

PARCEL "M"

By:_____
Zachery S. Oaks

PARCEL "N"

CSP, LLC

By:_____

PARCEL "O"

By:_____
Randy J. Dean

AFFIDAVIT

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

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 29 day of May 2013.

Deputy City Clerk

PARK MEADOW ESTATES

Wichita, Sedgwick County, Kansas

SANITARY SEWER PETITION to serve Lot 1, Block 2

Benefit District: (28 Fractions)

Parcel "A" (14 Fractions)
Parcel "B" (1 Fraction)
Parcel "C" (1 Fraction)
Parcel "D" (1 Fraction)
Parcel "E" (1 Fraction)
Parcel "F" (1 Fraction)
Parcel "G" (1 Fraction)
Parcel "H" (1 Fraction)
Parcel "I" (1 Fraction)
Parcel "J'" (1 Fraction)
Parcel "K" (1 Fraction)
Parcel "L" (1 Fraction)
Parcel "M" (1 Fraction)
Parcel "N" (1 Fraction)
Parcel "O" (1 Fraction)

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	600	L.F.	$ 24.00	$ 14,400.00
Sand Backfill	600	L.F.	$ 5.00	$ 3,000.00
Manhole	6	EA.	$ 2,500.00	$ 15,000.00
Stubs	3	EA.	$ 150.00	$ 450.00
Risers	20	EA.	$ 500.00	$ 10,000.00
Seeding	1	L.S.	$ 500.00	$ 500.00
Erosion Control	1	L.S.	$ 1,000.00	$ 1,000.00
Site Clearing and Restoration	1	L.S.	$ 5,000.00	$ 5,000.00
Subtotal				$ 49,350
+ 35 % Design, Insp., & Administration				$ 17,273
Total				$ 66,623

Petition Amount	**$ 67,000**	
Average Cost per Fraction	**$ 2,393**	
Average Monthly Assessment 1 Fraction Parcel	**$ 19**	**(Based on 15 years @ 5%)**
Average Monthly Assessment 14 Fraction Parcel	**$ 265**	**(Based on 15 years @ 5%)**

5/28/2013
SS

132019

First Published in the Wichita Eagle on September 13, 2013

RESOLUTION NO. 13-164

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 435, FOUR MILE CREEK SEWER (NORTH OF HARRY, EAST OF WEBB) 468-84892** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 435, FOUR MILE CREEK SEWER (NORTH OF HARRY, EAST OF WEBB) 468-84892** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 435, Four Mile Creek Sewer (north of Harry, east of Webb) 468-84892.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Sixty-Seven Thousand Dollars ($67,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2013**, exclusive of the costs of temporary financing.

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

PARCEL "A"

Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas, EXCEPT beginning 77 feet north of the southwest corner thereof; thence north 7.49 feet; thence northeasterly along a curve 385.13 feet; thence southeast 105.75 feet; thence southwest 228.82 feet; thence west 125 feet to the point of beginning of expected tract; AND EXCEPT commencing at the southwest corner thereof ; thence north 77 feet; thence east 125 feet; thence northeast 71.26 feet for the point of beginning; thence southeast 14.72 feet; thence northeast 14.08 feet; thence southeast 2.5 feet; thence northeast 24 feet; thence southwest 5.25 feet; thence northeast 25.13 feet; thence northwest 49.25 feet; thence southwest 36.71 feet; thence southwest 37.08 feet to the point of beginning of excepted tract. (Key No. C-41152)

PARCEL "B"

Unit A-101, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas (Key No. C-4115200010001)

PARCEL "C"

Unit A-102, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas (Key No. C-4115200010002)

PARCEL "D"

Unit A-103, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas (Key No. C-4115200010003)

PARCEL "E"

Unit A-104, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas (Key No. C-4115200010004)

PARCEL "F"

Unit A-105, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas (Key No. C-4115200010005)

PARCEL "G"

Unit A-106, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas (Key No. C-4115200010006)

PARCEL "H"

Unit A-201, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas (Key No. C-4115200010007)

PARCEL "I"

Unit A-202, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas (Key No. C-4115200010008)

PARCEL "J"

Unit A-203, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas (Key No. C-4115200010009)

PARCEL "K"

Unit A-204, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas (Key No. C-4115200010010)

PARCEL "L"

Unit A-205, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas (Key No. C-4115200010011)

PARCEL "M"

Unit A-206, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas (Key No. C-4115200010012)

PARCEL "N"

Unit A-301, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas (Key No. C-4115200010013)

PARCEL "O"

Unit A-302, The Park Condominium being situated on part of Lot 1, Block 2, Park Meadow Estates, Sedgwick County, Kansas (Key No. C-4115200010014)

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcel of substantially comparable size and/or value: PARCEL "A" shall pay 14/28 of the total cost of the improvements; PARCEL "B" shall pay 1/28 of the total cost of the improvements; PARCEL "C" shall pay1/28 of the total cost of the improvements; PARCEL "D" shall pay 1/28 of the total cost of the improvements; PARCEL "E" shall pay 1/28 of the total cost of the improvements; PARCEL "F" shall pay 1/28 of the total cost of the improvements; PARCEL "G" shall pay 1/28 of the total cost of the improvements; PARCEL "H" shall pay 1/28 of the total cost of the improvements; PARCEL "I" shall pay 1/28 of the total cost of the improvements; PARCEL "J" shall pay 1/28 of the total cost of the improvements; PARCEL "K" shall pay 1/28 of the total cost of the improvements; PARCEL "L" shall pay 1/28 of the total cost of the improvements; PARCEL "M" shall pay 1/28 of the total cost of the improvements; PARCEL "N" shall pay 1/28 of the total cost of the improvements; PARCEL "O" shall pay 1/28 of the total cost of the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 10th day of September, 2013.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

Agenda Item No. IV-7

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Tourism Business Improvement District

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Authorize the Mayor to establish and appoint an eleven member Tourism Business Improvement District Special Planning Committee.

Background: The Go Wichita Convention and Visitor's Bureau receives annual funding from the City of Wichita for the promotion of tourism and convention activities. Due to economic conditions, this allocation has experienced limited growth for the past three years. However, competition for tourists and conventions in the state has intensified. To address this issue, Go Wichita has proposed the creation of a Tourism Business Improvement District (TBID).

There have been over 100 TBID's created in the United States, with most of those concentrated in California. A TBID's boundaries typically include all of the hotel properties within the City limits. A fee is assessed to each of these properties based on room night sales. This fee is usually determined as a percentage of the room rate or as a flat dollar amount per night. The funds collected in the district are spent exclusively for the benefit of the hotels and are usually programmed by the local convention and visitor's bureau. The TBID is created with a sunset date to ensure accountability to the municipality and the hotel owners.

In Kansas, a special planning committee must be established before a business improvement district can be created. The committee is appointed by the Mayor but its size and purpose must be authorized by the City Council. State law requires that the committee submit a report to the Council that (a) describes the boundaries of the proposed district; (b) outlines the additional and extended services needed within such district; (c) estimates the annual cost of providing those services recommended for performance during the next three years; (d) describes the proposed method of financing such costs; and (e) provides such other information as may be requested by the governing body.

Analysis: Go Wichita has proposed that a TBID be created to enhance its marketing efforts. The funds generated from the district would be used to increase convention advertising in key meeting planner publications, convention sales initiatives in key markets and digital advertising. Additionally, a significant portion of the new funds would be earmarked for leisure marketing efforts. Depending on the size of the district, it is possible that over $3 million could be generated annually for this enhanced marketing. Based on the performance of other TBID's, Go Wichita estimates that the new marketing investment could result in a 6% rise in hotel occupancy and a growth of $12 million in hotel revenue.

Preliminary discussions with the owners of hotels with 50 or more rooms have found significant support for the TBID concept. Go Wichita has requested that the hotel owners now be engaged in a more specific discussion to determine the boundaries, the assessment rate, sunset period, service plan and other details for the district. It has suggested creating an 11 member planning committee consisting of 9 hotel owners and two City Council Members to develop the formal recommendation for the City Council's consideration.

Financial Considerations: Based on preliminary estimates, a TBID funded marketing initiative could annually generate an additional $720,000 in Transient Guest Tax and $858,000 in Sales Tax revenues. Since the new marketing program would be completely funded through TBID revenues, no additional City funds would be required for this initiative.

Legal Considerations: The Law Department has reviewed and approved the process for creating a TBID special planning committee.

Recommendations/Actions: It is recommended that the City Council authorize the Mayor to establish and appoint an 11 member Tourism Business Improvement District Special Planning Committee and prepare recommendations for the boundaries, services to be provided, financial plan and other pertinent information related to the creation of a Tourism Business Improvement District.

Attachments: None

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: CON2013-00015 – Conditional Use request to permit a Night Club in the City on LC Limited Commercial ("LC") zoned property; generally located north of Pawnee Avenue, on the southeast corner of Oliver Avenue and Blake Street. (District III)

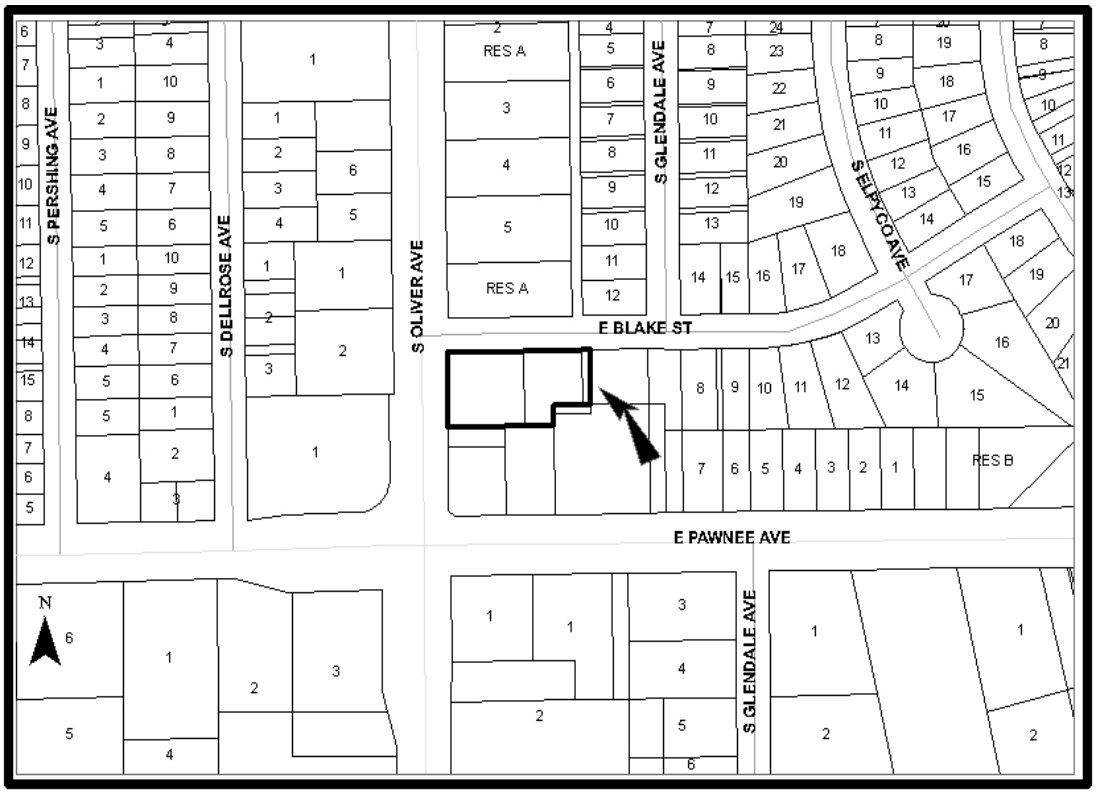
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: The MAPC recommended approval, with conditions (12-0).

MAPD Staff Recommendations: The MAPD staff recommended denial.

DAB III Recommendation: The DAB recommended approval, with conditions (8-1).



Background: The LC limited Commercial (LC) zoned site is one of four small LC zoned site/businesses located on the northeast corner of Oliver and Pawnee Avenues. Recent license records track the site's stand alone building operating as a full service restaurant (DER) from 2005 to the present. Per the Unified Zoning Code (UZC), Sec.II-B.13.b.; a DER, is a restaurant that derives in a six-month period less than fifty percent (50%) of its gross revenues from the preparation and retail sale of alcoholic liquor or cereal malt beverage for consumption on the premises.

The applicants' propose to continue to serve food, but with no limit to the sale of alcoholic liquor or cereal malt beverage for consumption on the premises. They also propose to provide live entertainment, including karaoke, live bands, fund raisers, etc. The UZC defines all of the above combined activities as a Nightclub in the City; Sec.II-B.9.b.; "…an establishment located in the City that provides entertainment, which may include the provision of dancing by employees or patrons, and where cereal malt beverage or alcoholic liquor (drinks) are offered, consumed or served to the public or its members, and which may or may not serve food." When a nightclub is located within 300 feet of a church or place of worship, public park, public or parochial school or residential zoning District, approval of a Conditional Use is required; UZC, Sec.III-D6.w. The nearest residential zoning district to the site is a TF-3 zoned duplex, located approximately 60 feet north of the site, across Blake Street. The nearest single-family residences are located approximately 170 feet east (zoned TF-3) of the site and approximately 180 feet northeast (zoned SF-5 Single-Family Residential {SF-5}) of the site, across Blake Street. A church is located approximately 100 feet west of the site across Oliver Avenue.

The applicants have provided an aerial of the 18,276-square foot platted site. The aerial shows paved parking on the Oliver Avenue/west side of the site. It also shows unpaved parking on the east side of the site. Per the UZC, Sec.IV.A2.b; non-residential parking lots in the City are required to be paved with asphalt, concrete or similar materials, not including gravel or rock. Access to the site includes one drive onto Oliver, an arterial street, and two drives onto Blake Street, a local two-lane residential street. The Appraiser's link has the building listed as 2,400-square feet. A nightclub requires more parking than a restaurant; one space per two occupants, as opposed to one space per three occupants. The applicant needs to provide additional paved parking to address the new parking standards if the Conditional Use is approved.

As noted the site is one of four small LC zoned site/businesses located on the northeast corner of Oliver and Pawnee Avenues. The other businesses are a south abutting liquor store, an east abutting auto repair garage and a southeast abutting small retail strip, that has (but is not limited to) a Subway fast food restaurant and a Cowley County Junior College extension office. MF-29 Multi-family Residential (MF-29) zoned vacant land is also located southeast of the site, along the north side of Pawnee. A mostly SF-5 Single-Family Residential (SF-5) zoned single-family residential neighborhood is located east of the auto repair garage; there is also some TF-3 Two-Family Residential zoning mixed into the area. North of the site, across Blake Street, is a LC zoned furniture store, TF-3 zoned duplexes, and the just noted SF-5 zoned single-family residential neighborhood. A LC zoned apartment complex is located north of the furniture store. West of the site across Oliver is a LC zoned pawn shop and church and SF-5 zoned single-family residences.

There is more LC and GC General Commercial (GC) zoned nonresidential development located south of Pawnee than in the area located north of Pawnee, where the subject site is located. The area south of Pawnee is dominated by the LI Limited Industrial (LI) zoned aircraft plants and the AFB Air Force Base (AFB) zoned McConnell Air Force base. The closest of these aircraft supporting properties to the site (Spirit being the largest) is the LI zoned Cessna facilities located approximately ½-mile southeast of the site, across Pawnee Avenue. The north-south running Oliver Avenue bisects this aircraft complex land into east and west halves. The LC and GC zoned development located south of Pawnee includes (but is not limited to): car lots; vacant land; pawn shops; retail; small office warehouses; a bowling alley; a DER; a restaurant; an electric substation; a US Post Office sorting facility; some apartments, and; maybe

two bars located approximately 900-1,800 feet south of the site. Unlike the immediate neighborhood around the site, there is no single-family residential development located around these bars.

Analysis: At the July 25, 2013, Metropolitan Area Planning Commission (MAPC) meeting, the MAPC considered this request, which the Metropolitan Area Planning Department (MAPD) had recommended: (a) denial, or; (b) if the MAPC found the request appropriate, an alternative recommendation of approval with the following conditions:

(1) No outside loudspeakers or entertainment are permitted.
(2) Parking must be per code for a Night Club in the City. Relief can be sought through Administrative Adjustment. If a variance is required, approval of the Conditional Use is contingent on approval of the variance.
(3) Paving of the east portion of the site must be completed within one-year of approval of the Conditional Use by the appropriate governing body. All permits and inspections, including a drainage plan for the required paved parking, must be submitted and approved.
(4) No parking on the unimproved parking area located along the east side of the site. Prior to the paving of the parking area the applicant must provide an off-site parking agreement with an adjacent property owner.
(5) Landscaping and screening will be per the Unified Zoning Code and the Landscape Ordinance. The outdoor trash receptacle shall have solid screening (a minimum of a wooden fence) on three sides with a solid gate. When the required paving of the parking area is completed (see conditions #3) the trash receptacle will be placed on the paved surface with the just noted required screening.
(6) No pole lights taller than 14 feet, including the base. All outside lights will be designed to disperse light onto the subject site and away for residential development.
(7) The site will be developed with an approved revised site plan, showing, but not limited to, screening, landscaping and parking. The site plan must be submitted for review within 60-days of approval by the appropriate governing body.
(8) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

The MAPC voted (12-0) to approve the Conditional Use, with the above conditions. One person attending the meeting supported the request, endorsing the paving of the additional parking area and the screening of the trash dumpster.

At the August 7, 2013, District Advisory Board III (DAB III) meeting, the DAB considered this request and voted (8-1) to approve the Conditional Use, with the above conditions.

A protest was received at the end of the two week protest period, which totaled 4% of the land area located within the 200 foot protest radius. Because the protest totals less than 20% of the land area located within the 200 foot protest radius, a simple majority vote of the City Council is needed to overturn the protest. Planning staff has received no calls protesting the Conditional Use.

Financial Considerations: There are no financial considerations in regards to the Conditional Use request.

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

Recommendation/Actions: It is recommended that the City Council: 1) Concur with the findings of the MAPC and approve the Conditional Use, subject to the recommended conditions, and authorize the Mayor to sign the resolution (requires a simple majority vote to override the protest), or 2) Deny the Conditional Use request by making alternative findings, and override the MAPC's recommendation (requires a 2/3 majority vote to override the MAPC's recommendation), or 3) Return the case to the

MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (requires a simple majority vote).

Attachments:

- Resolution
- MAPC Minutes
- DAB III memorandum
- Site plan/aerial
- Protest map
- Protest letter

RESOLUTION No. 13-166

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT A NIGHT CLUB ON APPROXIMATELY 0.42-ACRES ZONED LC LIMITED COMMERCIAL (LC), GENERALLY LOCATED NORTH OF PAWNEE AVENUE, ON THE SOUTHEAST CORNER OF OLIVER AVENUE AND BLAKE STREET, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

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

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow a Night Club, on approximately 0.42-acres zoned LC Limited Commercial (LC) legally described below:

Case No. CON2013-00015

A Conditional Use to allow a Night Club, on approximately 0.42-acres zoned LC Limited Commercial (LC) described as:

The North 130.54 feet of the West 140 feet of Block H, McAdam Acres Addition to Wichita, AND Beginning 140 feet East of the Northwest corner of Block H; thence East 107.44 feet; thence South 95 feet; thence West 52.45 feet; thence South 35.49 feet; thence West 55 feet; thence North130.58 feet to the beginning, McAdam Acres Addition to Wichita, AND Beginning 105 feet West of the Northeast corner of Block H; thence West 15 feet; thence South 95 feet; thence East 15 feet; thence North 95 feet to the beginning, McAdam Acres Addition to Wichita, all in Wichita, Sedgwick County, Kansas; generally located north of Pawnee Avenue, on the southeast corner of Pawnee Avenue and Blake Street.

SUBJECT TO THE FOLLOWING CONDITIONS:

(1) No outside loudspeakers or entertainment are permitted.
(2) Parking must be per code for a Night Club in the City. Relief can be sought through Administrative Adjustment. If a variance is required, approval of the Conditional Use is contingent on approval of the variance.
(3) Paving of the east portion of the site must be completed within one-year of approval of the Conditional Use by the appropriate governing body. All permits and inspections, including a drainage plan for the required paved parking, must be submitted and approved.
(4) No parking on the unimproved parking area located along the east side of the site. Prior to the paving of the parking area the applicant must provide an off-site parking agreement with an adjacent property owner.
(5) Landscaping and screening will be per the Unified Zoning Code and the Landscape Ordinance. The outdoor trash receptacle shall have solid screening (a minimum of a wooden fence) on three sides with a solid gate. When the required paving of the parking area is completed (see conditions #3) the trash receptacle will be placed on the paved surface with the just noted required screening.
(6) No pole lights taller than 14 feet, including the base. All outside lights will be designed

to disperse light onto the subject site and away for residential development.

(7) The site will be developed with an approved revised site plan, showing, but not limited to, screening, landscaping and parking. The site plan must be submitted for review within 60-days of approval by the appropriate governing body.

(8) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date

September 10, 2013.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

EXCERPT MINUTES OF THE JULY 25, 2013 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: CON2013-00015 – Gary and Debra Lofland (applicants) request a City Conditional
Use for a Nightclub in the City in LC Limited Commercial zoning within 300 feet of residential zoning on property described as:

The North 130.54 feet of the West 140 feet of Block H, McAdam Acres Addition to Wichita, Sedgwick County Kansas.

AND

Beginning 140 feet East of the Northwest corner of Block H; thence East 107.44 feet; thence South 95 feet; thence West 52.45 feet; thence South 35.49 feet; thence West 55 feet; thence North130.58 feet to the beginning, McAdam Acres Addition to Wichita, Sedgwick County, Kansas.

AND

Beginning 105 feet West of the Northeast corner of Block H; thence West 15 feet; thence South 95 feet; thence East 15 feet; thence North 95 feet to the beginning, McAdam Acres Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The LC limited Commercial (LC) zoned site is one of four small LC zoned site/businesses located on the northeast corner of Oliver and Pawnee Avenues. Recent license records track the site's stand alone building operating as a full service restaurant (DER) from 2005 to the present. Per the Unified Zoning Code (UZC), Sec.II-B.13.b.; a DER, is a restaurant that derives in a six-month period less than fifty percent (50%) of its gross revenues from the preparation and retail sale of alcoholic liquor or cereal malt beverage for consumption on the premises.

The applicants' propose to continue to serve food, but with no limit to the sale of alcoholic liquor or cereal malt beverage for consumption on the premises. They also propose to provide live entertainment, including karaoke, live bands, fund raisers, etc. The UZC defines all of the above combined activities as a Nightclub in the City; Sec.II-B.9.b.; "...an establishment located in the City that provides entertainment, which may include the provision of dancing by employees or patrons, and where cereal malt beverage or alcoholic liquor (drinks) are offered, consumed or served to the public or its members, and which may or may not serve food." When a nightclub is located within 300 feet of a Church or Place of Worship, public Park, public or parochial School or residential zoning District, approval of a Conditional Use is required; UZC, Sec.III-D6.w. The nearest residential zoning district to the site is a TF-3 zoned duplex, located approximately 60 feet north of the site, across Blake. The nearest single-family residences are located approximately 170 feet east (zoned TF-3) of the site and approximately 180 feet northeast (zoned SF-5 Single-Family Residential {SF-5}) of the site, across Blake Street. A church is located approximately 100 feet west of the site across Oliver Avenue.

The applicants have provided an aerial of the 18,276-square foot platted site. The aerial shows paved parking on the Oliver Avenue/west side of the site. It also shows unpaved parking on the east side of the site. Per the UZC, Sec.IV.A2.b; non- residential parking lots in the City are required to be paved with asphalt, concrete or similar materials, not including gravel or rock. Access to the site includes one drive onto Oliver, an arterial street, and two drives onto Blake Street, a local two-lane residential street. The Appraiser's link has the building listed as 2,400-square feet. A nightclub requires more parking than a restaurant; one space per two occupants, as opposed to one space per three occupants. Applying 15-square feet of space needed per occupant, or 30-square feet per two occupants for one parking space, the site would need to provide 80 parking spaces; this total could vary more or less depending on the Fire Marshall's approved occupancy. The applicant needs to provide the seating capacity of the building to address the new parking standards if the Conditional Use is approved.

As noted the site is one of four small LC zoned site/businesses located on the northeast corner of Oliver and Pawnee Avenues. The other businesses are a south abutting liquor store, an east abutting auto repair garage and a southeast abutting small retail strip, that has (but not limited to) a Subway fast food restaurant and a Cowley County Junior College extension office. MF-29 Multi-family Residential (MF-29) zoned vacant land is also located southeast of the site, along the north side of Pawnee. A mostly SF-5 Single-Family Residential (SF-5) zoned single-family residential neighborhood is located east of the auto repair garage; there is also some TF-3 Two-Family Residential zoning mixed into the area. North of the site, across Blake Street, is a LC zoned furniture store, TF-3 zoned duplexes, and the just noted SF-5 zoned single-family residential neighborhood. A LC zoned apartment complex is located north of the furniture store. West of the site across Oliver is a LC zoned pawn shop and church and SF-5 zoned single-family residences.

There is more LC and GC General Commercial (GC) zoned nonresidential development located south of Pawnee than in the area located north of Pawnee, where the subject site is located. The area south of Pawnee is dominated by the LI Limited Industrial (LI) zoned aircraft plants and the AFB Air Force Base (AFB) zoned McConnell Air Force base. The closest of these aircraft supporting properties to the site (Spirit being the largest) is the LI zoned Cessna facilities located approximately ½-mile southeast of the site, across Pawnee Avenue. The north-south running Oliver Avenue bisects this aircraft complex land into east and west halves. The LC and GC zoned development located south of Pawnee includes (but is not limited to): car lots; vacant land; pawn shops; retail; small office warehouses; a bowling alley; a DER; a restaurant; an electric substation; a US Post Office sorting facility; some apartments, and; maybe two bars located approximately 900-1,800 feet south of the site. Unlike the immediate neighborhood around the site, there is no single-family residential development located around these bars.

CASE HISTORY: The site is located on a portion of Reserve H, McAdam Acres Addition, which was recorded with the Register of Deeds July 5, 1951. The applicants were advised to apply for a Conditional Use, when they were denied their Entertainment Establishment license by the City. Staff has received a letter protesting the request.

ADJACENT ZONING AND LAND USE:

NORTH:	LC, TF-3, SF-5	Furniture store, apartments, duplexes, single-family residences
SOUTH:	LC, MF-29, GC	Liquor store, retail strips, vacant lands, DER, car lot, pawn shops, electric substation, bowling alley, bars, fast food, self storage,
EAST:	LC, TF-3, SF-5	Auto repair, single-family residences
WEST:	LC, SF-5	Pawn shop, churches, single-family residences

PUBLIC SERVICES: The site has a drive onto Oliver Avenue. Oliver is a major arterial street at this location, with four lanes and turn lanes. The site also has two drives onto Blake Street, a paved two lane residential street. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The "*2030 Wichita Functional Land Use Guide*" depicts this location as being appropriate for "local commercial," which contains concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes: medical or insurance offices, auto repair or service stations, grocery stores, florist shops,
restaurants and personal service facilities.

The UZC requires a Conditional Use for a nightclub or a drinking establishment/tavern when they are located within 300 feet of a Church or Place of Worship, public Park, public or parochial School or residential zoning District. The nearest residential zoning district to the site is a TF-3 zoned duplex, located approximately 60 feet north of the site, across Blake. The nearest single-family residences are located approximately 170 feet east (zoned TF-3) of the site and approximately 180 feet northeast (zoned SF-5 Single-Family Residential {SF-5}) of the site, across Blake Street. A church is located approximately 100 feet west of the site across Oliver Avenue.

The site is not currently permitted for a nightclub. Planning could find no history of a Use Exception or a Conditional Use that would have allowed what is now considered a nightclub or a drinking establishment/tavern on the site. Approval of a Conditional Use for a nightclub at this site would introduce a new use to the area north of Pawnee Avenue along Oliver Avenue. Recent license records track the site's stand alone building operating as a full service restaurant (DER) from 2005 to the present.

The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features, which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The site does have one drive onto Oliver Avenue, an arterial street. It also has two drives onto Blake Street, a local residential street. Access onto Blake allows opportunities for nightclub traffic to spill over into the adjacent single-family residential neighborhood. The east abutting LC auto repair garage provides approximately 170 feet of buffer space between the site and a single-family residential neighborhood. The 60 feet of Blake Street right-of-way offers no buffer for the TF-3 zoned duplex(s) and the SF-5 zoned single-family residential neighborhood, as the site has two drives onto Blake and the east most portion of its parking is facing the TF-3 zoned duplex(s).

The site is located within western edge of the McConnell AFB Joint Land Use Study Area Boundary; JLUS. The JLUS is intended to promote and protect the future operational mission capacity of McConnell AFB, including evaluation of the compatibility of existing and future land use within the JLUS Area Boundary. The current request will not compromise the mission of McConnell AFB. The site is located within Airport Hazard Zone Area C, which establishes height restrictions. The current request will not be impacted by the Airport Hazard Zone Area C.

RECOMMENDATION: Based upon the information available prior to the public hearings, planning staff recommends that the request for a Conditional Use for a nightclub be **DENIED.**

This recommendation is based on the following findings:

(1) **The zoning, uses and character of the neighborhood:** The site is one of four small LC zoned site/businesses located on the northeast corner of Oliver and Pawnee Avenues. The other businesses are a south abutting liquor store, an east abutting auto repair garage and a southeast abutting small retail strip, that has (but not limited to) a Subway fast food restaurant and a Cowley County Junior College extension office. MF-29 Multi-family Residential (MF-29) zoned vacant land is also located southeast of the site, along the north side of Pawnee. A mostly SF-5 Single-Family Residential (SF-5) zoned single-family residential neighborhood is located east of the auto repair garage; there is also some TF-3 Two-Family Residential zoning mixed in the area. North of the site, across Blake Street, is a LC zoned furniture store, TF-3 zoned duplexes, and the just noted SF-5 zoned single-family residential neighborhood. A LC zoned apartment complex is located north of the furniture store. West of the site across Oliver is a LC zoned pawn shop and church and SF-5 zoned single-family residences.

There is more LC and GC General Commercial (GC) zoned nonresidential development located south of Pawnee than in the area located north of Pawnee, where the subject site is located. The area south of Pawnee is dominated by the LI Limited Industrial (LI) zoned aircraft plants and the AFB Air Force Base (AFB) zoned McConnell Air Force base. The closest of these aircraft supporting properties to the site (Spirit being the largest) is the LI zoned Cessna facilities located approximately ½-mile southeast of the site, across Pawnee Avenue. The north-south running Oliver Avenue bisects this aircraft complex land into east and west halves. The LC and GC zoned development located south of Pawnee includes (but is not limited to): car lots; vacant land; pawn shops; retail; small office warehouses; a bowling alley; a DER; a restaurant; an electric substation; a US Post Office sorting facility; some apartments, and; maybe two bars located approximately 900-1,800 feet south of the site. Unlike the immediate neighborhood around the site, there is no single-family residential development located around these bars.

(2) **The suitability of the subject property for the uses to which it has been restricted:** The site is zoned LC, which accommodates office and retail uses, including its current use as a DER. Approval of a Conditional Use would permit the site to become a nightclub, which would introduce a new use into the neighborhood. The site could continue to be used as permitted by right in the LC zoning district.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** Typical concerns about nightclubs include bad behavior resulting from unlimited liquor sales, the noise from music and dancing, and the hours of the nightclub having a detrimental impact on the adjacent SF-5 and TF-3 zoned single-family residential neighborhood. These are new negative considerations for the single-family residential neighborhood and the neighborhood as a whole. Denial of the request could have a negative financial impact on the applicants.

(4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The "2030 Wichita Functional Land Use Guide" depicts this location as being appropriate for "local commercial," which contains concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes: medical or insurance offices, auto repair or service stations, grocery stores, florist shops, restaurants and personal service facilities.

The UZC requires a Conditional Use for a nightclub or a drinking establishment/tavern when they are located within 300 feet of a Church or Place of Worship, public Park, public or parochial School or residential zoning District. The nearest residential zoning district to the site is a TF-3 zoned duplex, located approximately 60 feet north of the site, across Blake. The nearest single-family residences are located approximately 170 feet east (zoned TF-3) of the site and approximately 180 feet northeast (zoned SF-5 Single-Family Residential {SF-5}) of the site, across Blake Street. A church is located approximately 100 feet west of the site across Oliver Avenue.

The site is not currently permitted for a nightclub. There is no history of a Use Exception or a Conditional Use that would have allowed what is now considered a nightclub or a drinking establishment/tavern on the site. Approval of a Conditional Use for a nightclub at this site would introduce a new use to the area north of Pawnee Avenue along Oliver Avenue. Recent license records track the site's stand alone building operating as a full service restaurant (DER) from 2005 to the present.

The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features, which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The site does have one drive onto Oliver Avenue, an arterial street. It also has two drives onto Blake Street, a local residential street. Access onto Blake allows opportunities for nightclub traffic to spill over into the adjacent single-family residential neighborhood. The east abutting LC auto repair garage provides approximately 170 feet of buffer space between the site and a single-family residential neighborhood. The 60 feet of Blake Street right-of-way offers no buffer for the TF-3 zoned duplex(s) and the SF-5 zoned single-family residential neighborhood, as the site has two drives onto Blake and the east most portion of its parking is facing the TF-3 zoned duplex(s).

The site is located within western edge of the McConnell AFB Joint Land Use Study Area Boundary; JLUS. The JLUS is intended to promote and protect the future operational mission capacity of McConnell AFB, including evaluation of the compatibility of existing and future land use within the JLUS Area Boundary. The current request will not compromise the mission of McConnell AFB. The site is also located within Airport Hazard Zone Area C, which establishes height restrictions. The current request will not be impacted by the Airport Hazard Zone Area C.

(5) **Impact of the proposed development on community facilities:** It is possible that approval of this request could result in an increased demand for police services.

However, if the MAPC considers the request for a nightclub appropriate, Planning recommends the following conditions:

(1) No outside loudspeakers or entertainment are permitted.

(2) The applicant needs to provide the seating capacity of the building to address the parking standards for a nightclub if the Conditional Use is approved. Parking must be per code. Relief can be sought through Administrative Adjustment. If a variance is required, approval of the Conditional Use is contingent on approval of the variance.

(3) Paving of the east portion of the site must be completed within 6 months of approval of the Conditional Use by the appropriate governing body. All permits and inspections, including a drainage plan for the required paved parking, must be submitted and approved.

(4) Landscaping and screening will be per the Unified Zoning Code and the Landscape Ordinance.

(5) No pole lights taller than 14 feet, including the base. All outside lights will be designed to disperse light onto the subject site and away for residential development.

(6) The site will be developed with an approved revised site plan, showing, but not limited to, screening, landscaping and parking. The site plan must be submitted for review within 60-days of approval by the appropriate governing body.

(7) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

BILL LONGNECKER, Planning Staff presented the Staff Report. He mentioned that DAB III will hear the application on August 7, 2013.

GARY LOFLAND, 2304 S. OLIVER, APPLICANT said he and his wife are both retired from Boeing and this is their retirement project. He said the reason they bought the place was he used

to go there for lunch from Boeing. He said this establishment has always been a bar and grill and has never been what is now described as a DER which is a restaurant that derives in a six-month period less than fifty percent of its gross revenues from the preparation and retail sale of alcoholic liquor or cereal malt beverages. He said this has never been a full service kitchen, they have limited capabilities, but he also feels they have some of the best food in town. He said they are very attuned to the single-family housing around the site because they have a very tight knit employee situation because they are business partners and friends with most of the surrounding businesses whose owners/employees usually come in for lunch every day. He concluded by reiterating that they are not capable of being a full service restaurant. He said they are not trying to change how they operate but just bring their license up to City code. He said they would like the entertainment license for Karaoke which they have a couple of nights a week. He asked the Commission to approve the application.

DENNIS asked if the applicant was in agreement with the seven conditions listed in the Staff Report.

LOFLAND said yes, they agree with the conditions.

MCKAY (Out (@2:15 p.m.)

FOSTER asked who the market was for the club.

LOFLAND said they do limited advertising mostly on Facebook and other social media. He said their clientele is already established and they are not looking to increase the clientele due to their size. He mentioned the afternoon crowd, evening crowd and sports fans because they have 15 TV's.

G. SHERMAN commented that the applicant is not filing the application to change anything, but just make the site legal.

LOFLAND explained that the liquor licensing rules have evolved over the last 20 years in Wichita. He said he is not going to change the way he is doing business. He said when he went to renew his license, he was told that the establishment does not fit the current Code and to go see the Planning Commission. He said they are not going to make this into a honky-tonk, this is a family atmosphere bar and grill that allows children until 9:00 p.m.

JOLENE NOVASCONE, 8814 CHURCHILLCIRCLE said her husband owns a duplex at 2280 and 2281 South Glendale on the northeast corner of Blake and Glendale. She said she is the mower and trash picker upper for that property. She said there is lots of trash, not necessarily from this site but how can she tell because it is beer bottles, beer cans, diapers, etc. and she also mentioned the traffic. She said she was concerned about the music but she doesn't think that will be a problem. She was also concerned about the parking but now it appears they are going to add parking so that will probably be okay. She said this hearing has answered her questions.

LOFLAND said he is out there with her picking up trash every morning. He said foot traffic in the neighborhood travels from the corner through his lot back towards the neighborhood. He said because of this pattern, trash is a definite problem.

MOTION: To approve subject to staff recommendation.

WARREN moved, **ANTHIMIDES** seconded the motion.

LONGNECKER clarified that the motion included the seven conditions listed in the Staff Report plus the requirement for an offsite parking agreement prior to installation of the paved parking.

FOSTER clarified since the zoning goes with the land, can anything be added to the conditions to keep this from becoming a detriment to the neighborhood after this owner no longer owns the property.

LONGNECKER commented that a bar always has the possibility of being a detriment to the neighborhood because of the alcohol. He said this is a relatively small building which he believes works in its favor. He said the Commission could limit the size of the building; however, staff has received some criticism in the past regarding telling proprietors how to run their businesses.

FOSTER asked about screening of the trash container.

LONGNECKER said the UZC requires screening around the trash container. He said they can make that a specific condition.

LOFLAND indicated they did not have a problem screening the trash container.

The **MOTION** as **amended,** to include a written offsite parking agreement and screening around the trash container carried (12-0).

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: City Council

FROM: Janet Johnson, Neighborhood Assistant, District III

SUBJECT: **CON2013-00015**: Conditional use to allow a nightclub in the city

DATE: August 16, 2013

On Wednesday, Aug. 7, 2013 the District III Advisory Board considered a request for a: Conditional use to allow a nightclub in the city

The DAB Members were provided the MAPD staff report and the MAPC letter of approval.

The DAB members voted 8-1 to recommend approval in concert with the MAPC findings.

The majority of DAB members felt that the Loflands are responsible, small business owners who have run the establishment since 2007 with no neighborhood or crime-related complaints; therefore, the request should be approved.

Please review this information when **CON2013-00015** is considered.

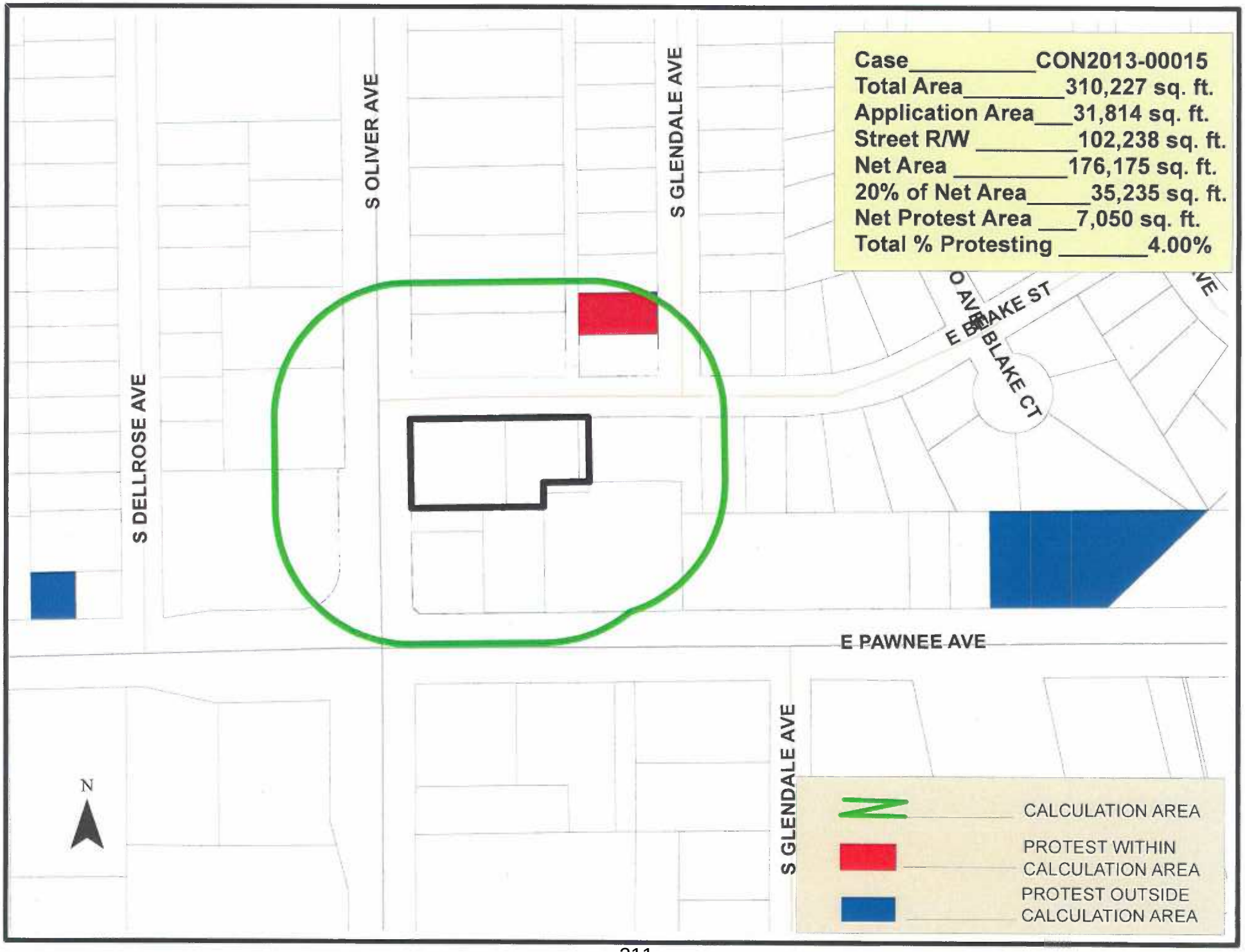
CON2013-15

Magoo's Bar & Grill 2304 S Oliver Wichita KS 67218 Application For Conditional Use: Entertainment License

N 130.54 FT W 140 FT BLOCK H MC ADAM ACRES ADDITION and 35.49 FT W 55 FT N 130.58 FT TO BEG MC ADAM ACRES ADDITION 95 FT TO BEG MC ADAM ACRES ADDITION

BEG 140FT E NW COR BLOCK H E 107.44FT S 95 FT W 52.45 FT S and BEG 105 FT W NE COR BLOCK H W 15 FTS 95 FT E 15 FT N

20 unpaved parking spaces


Case CON2013-00015
Total Area 310,227 sq. ft.
Application Area 31,814 sq. ft.
Street R/W 102,238 sq. ft.
Net Area 176,175 sq. ft.
20% of Net Area 35,235 sq. ft.
Net Protest Area 7,050 sq. ft.
Total % Protesting 4.00%
S DELLROSE AVE
S OLIVER AVE
S GLENDALE AVE
E BLAKE ST
BLAKE CT
E PAWNEE AVE
S GLENDALE AVE
N
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA

July 5th, 2013

RECEIVED
AUG 09 '13
CITY CLERK OFFICE

Metropolitan Area Planning Commission
Wichita City Hall, 10th Floor
455 N. Main
Wichita, Kansas 67202

Re: Case No. CON2013-00015
Gary and Debra Lofland
6645 Bedford Circle, Derby, KS 67037

To Whom It May Concern:

I have received the Notice Of Public Hearing for the above referenced matter. I personally own multiple residential properties within close proximity to 2304 S. Oliver, with one of my properties within 100 yards. I am extremely concerned that should a drinking establishment be approved for business at that location, the value of my properties will severely diminish. In addition, it does not provide for safe and welcoming environment for my tenants and their families.

I am certain that my ability to continue to rent or sell these properties will be substantially reduced thereby costing me tens of thousands of dollars in lost property value.

I have been in the business of helping the citizens of Wichita and those relocating to our City find affordable housing for their families for many years. I would like to be able to continue this service to our community. For these reasons, I would ask that you not approve the application that has been filed in the above referenced matter.

Sincerely,

Mike J. Grbic
Vector Investments, LLC
Select Homes, LLC
Mike Grbic Team Realtors, Inc.

RECEIVED
JUL 08 2013
BY: KW

Wichita, Kansas
September 9, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Troy Tillotson, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated August 26, 2013 were read and on motion approved.

Bids were opened August 23rd and 30th, 2013 and September 6th, 2013 pursuant to advertisements published on:

135th, Kellogg to Onewood (135th, north of Kellogg) (87N-0566-01/472-84915/707022/ 635813/210487/752035) See Special Provisions. (District IV)

Cornejo & Sons, LLC - $1,571,599.28

2013 Sanitary Sewer Reconstruction Phase 7 (north of Harry, east of Oliver) (468-84902/ 620644/663019) Traffic to be maintained during construction using flag persons and barricades. (District II, III)

Stannard Construction dba WB Carter - $139,150.00

William, Main to Emporia (William, Main to Emporia) (472-85077/707042/707043/211507/ 211508) Traffic to be maintained during construction using flag persons and barricades. (District I)

Kansas Paving Company - $302,793.50

2013 Sanitary Sewer Rehabilitation Phase C - (CIPP) (north of MacArthur, east of Seneca (468-84901/620642/663017) Traffic to be maintained during construction using flagpersons and barricades. (District I, III, IV)

Reynolds Inliner LLC* - $326,700.00 *Negotiated to Engineer's Estimate

2013 Sanitary Sewer Reconstruction Phase 8 (north of Pawnee, east of Oliver) (468-84905/ 620645/663020) Traffic to be maintained during construction using flagpersons and barricades. (District III)

Nowak Construction - $159,314.00

The Purchasing Manager recommended that the contract be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION: Liquid Aluminum Sulfate.

Thatcher Company* - $178,275.00

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

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: September 9, 2013

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

August 23, 2013

Paving – 135th, Kellogg to Onewood (135th, north of Kellogg) – Public Works & Utilities Department/Engineering Division
Cornejo & Sons, LLC **$1,571,599.28**

August 30, 2013

2013 Sanitary Sewer Reconstruction Phase 7 (north of Harry, east of Oliver) – Public Works & Utilities Department/Engineering Division
Stannard Construction dba W. B. Carter Construction Company **$139,150.00**

Paving – William, Main to Emporia – Public Works & Utilities Department/Engineering Division
Kansas Paving Company **$302,793.50**

September 6, 2013

2013 Sanitary Sewer Rehabilitation Phase C (north of MacArthur, east of Seneca) – Public Works & Utilities Department/Engineering Division
Reynolds Inliner, LLC **(Negotiated to Engineer's Estimate)** **$326,700.00**

2013 Sanitary Sewer Reconstruction Phase 8 (north of Pawnee, east of Oliver) – Public Works & Utilities Department/Engineering Division
Nowak Construction **$159,314.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

August 30, 2013

Liquid Aluminum Sulfate – Public Works & Utilities Department/Sewage Treatment Division
Thatcher Company **(Per Gallon)** **$1.1885**

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

Melinda A. Walker

Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - August 23, 2013

RQ#340629

FB#340131		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
135th, Kellogg to Onewood		$1,851,068.00	$1,780,878.40		$1,571,599.28
	BID BOND				
(135th, north of Kellogg)	ADDENDA	4	X		X
87N-0566-01/472-84915 (707022/635813)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
135th, Kellogg to Onewood		$1,851,068.00		$1,630,094.87	
	BID BOND				
(135th, north of Kellogg)	ADDENDA	4		X	
87N-0566-01/472-84915 (707022/635813)					
		Engineer's Construction Estimate			
135th, Kellogg to Onewood		$1,851,068.00			
	BID BOND				
(135th, north of Kellogg)	ADDENDA	4			
87N-0566-01/472-84915 (707022/635813)					
		Engineer's Construction Estimate			
135th, Kellogg to Onewood		$1,851,068.00			
	BID BOND				
(135th, north of Kellogg)	ADDENDA	4			
87N-0566-01/472-84915 (707022/635813)					

CHECKED BY: HO

REVIEWED BY: EJV

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - August 30, 2013

RQ#340765

FB#340161		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
2013 Sanitary Sewer Reconstruction Phase 7		$197,910.00			
(north of Harry, east of Oliver)	BID BOND				
468-84902	ADDENDA	1			
(620644)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Wichita Excavating
2013 Sanitary Sewer Reconstruction Phase 7		$197,910.00		$24,452.00	$150,440.00
(north of Harry, east of Oliver)	BID BOND				X
468-84902	ADDENDA	1			X
(620644)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	B-2 Excavating
2013 Sanitary Sewer Reconstruction Phase 7		$197,910.00	$199,780.00	$139,150.00	$291,048.00
(north of Harry, east of Oliver)	BID BOND			X	X
468-84902	ADDENDA	1		X	
(620644)					
		Engineer's Construction Estimate			
2013 Sanitary Sewer Reconstruction Phase 7		$197,910.00			
(north of Harry, east of Oliver)	BID BOND				
468-84902	ADDENDA	1			
(620644)					

CHECKED BY: KD

REVIEWED BY: DJ

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - August 30, 2013

RQ#340766

FB#340164		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
William, Main to Emporia		$361,800.00			$377,118.20
	BID BOND				
(William, Main to Emporia)	ADDENDA	2			
472-85077 (707042/707043)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
William, Main to Emporia		$361,800.00		$302,793.50	
	BID BOND				
(William, Main to Emporia)	ADDENDA	2			
472-85077 (707042/707043)					
		Engineer's Construction Estimate			
William, Main to Emporia		$361,800.00			
	BID BOND				
(William, Main to Emporia)	ADDENDA	2			
472-85077 (707042/707043)					
		Engineer's Construction Estimate			
William, Main to Emporia		$361,800.00			
	BID BOND				
(William, Main to Emporia)	ADDENDA	2			
472-85077 (707042/707043)					

CHECKED BY: KP

REVIEWED BY: XJ

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - September 6, 2013

RQ#340767

FB#340162		Engineer's Construction Estimate	Reynolds Inliner LLC	Duling Construction	Mies Construction
2013 Sanitary Sewer Rehabilitation Phase C		$326,700.00	$336,328.00		
(north of MacArthur, east of Seneca)	BID BOND				
468-84901	ADDENDA	0			
(620642)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
2013 Sanitary Sewer Rehabilitation Phase C		$326,700.00			
(north of MacArthur, east of Seneca)	BID BOND				
468-84901	ADDENDA	0			
(620642)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
2013 Sanitary Sewer Rehabilitation Phase C		$326,700.00			
(north of MacArthur, east of Seneca)	BID BOND				
468-84901	ADDENDA	0			
(620642)					
		Engineer's Construction Estimate			
2013 Sanitary Sewer Rehabilitation Phase C		$326,700.00			
(north of MacArthur, east of Seneca)	BID BOND				
468-84901	ADDENDA	0			
(620642)					

THE CONTRACT HAS BEEN NEGOTIATED FOR THE ENGINEER'S ESTIMATE OF $326,700.00

CHECKED BY: KP

REVIEWED BY: [illegible]

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - September 6, 2013

RQ#340781

FB#340166		Engineer's Construction Estimate	Dondlinger & Sons	Nowak Construction	Utility Maintenance Contractors
2013 Sanitary Sewer Reconstruction Phase 8		$261,000.00	$181,475.00	$159,314.00	$374,910.00
(north of Pawnee, east of Oliver)	BID BOND				
468-84905	ADDENDA	0			
(620645)					
		Engineer's Construction Estimate	McCullough Excavation	Stannard Construction d/b/a WB Carter	Utilities Plus
2013 Sanitary Sewer Reconstruction Phase 8		$261,000.00			
(north of Pawnee, east of Oliver)	BID BOND				
468-84905	ADDENDA	0			
(620645)					
		Engineer's Construction Estimate	Wildcat Construction		
2013 Sanitary Sewer Reconstruction Phase 8		$261,000.00			
(north of Pawnee, east of Oliver)	BID BOND				
468-84905	ADDENDA	0			
(620645)					
		Engineer's Construction Estimate			
2013 Sanitary Sewer Reconstruction Phase 8		$261,000.00			
(north of Pawnee, east of Oliver)	BID BOND				
468-84905	ADDENDA	0			
(620645)					

CHECKED BY: KP

REVIEWED BY: KJ

ep.wichita.gov

Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB340160 **Liquid Aluminum Sulfate** **Close Date/Time: 8/30/2013 10:00 AM CST**

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Water Sewage Treatment Division

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
THATCHER COMPANY	Complete	$178,275.00	Award 09/10/2013 Public Works & Utilities Department/Sewage Treatment Division
GENERAL CHEMICAL PERFORMANCE PRODUCTS LL	Complete	$182,250.00	

Top of the Page

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Bid Results

Registration **Solicitations** **Document Inquiry** **Login** **Help**

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

Vendor **Group** **Line**

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Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Water Sewage Treatment Division

Go to: 001

Return to the Bid List

Responses: 2

Line 001 Liquid Aluminum Sulfate for Phosphorus Removal as per specifications. Pricing to include all delivery & transportation charges. Submit MSDS and Technical Data Sheets.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
THATCHER COMPANY	150000	Gallon	$1.1885	$178,275.00	Complete	Appendices A and B form part of our proposal.
GENERAL CHEMICAL PERFORMANCE PRODUCTS LL	150000	Gallon	$1.2150	$182,250.00	Complete	Delivery Time: 1-2 days after receipt of order. For conversion purpose only, price equates to $450.00/dry ton

Top of the Page

POWERED BY COGSDALE

Wichita, Kansas
September 9, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

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Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: September 9, 2013

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

August 23, 2013

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August 30, 2013

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September 6, 2013

2013 Sanitary Sewer Rehabilitation Phase C (north of MacArthur, east of Seneca) – Public Works & Utilities Department/Engineering Division
Reynolds Inliner, LLC **(Negotiated to Engineer's Estimate)** **$326,700.00**

2013 Sanitary Sewer Reconstruction Phase 8 (north of Pawnee, east of Oliver) – Public Works & Utilities Department/Engineering Division
Nowak Construction **$159,314.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

August 30, 2013

Liquid Aluminum Sulfate – Public Works & Utilities Department/Sewage Treatment Division
Thatcher Company **(Per Gallon)** **$1.1885**

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

Melinda A. Walker

Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - August 23, 2013

RQ#340629

FB#340131		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
135th, Kellogg to Onewood		$1,851,068.00	$1,780,878.40		$1,571,599.28
	BID BOND				
(135th, north of Kellogg)	ADDENDA	4	X		X
87N-0566-01/472-84915 (707022/635813)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
135th, Kellogg to Onewood		$1,851,068.00		$1,630,094.87	
	BID BOND				
(135th, north of Kellogg)	ADDENDA	4		X	
87N-0566-01/472-84915 (707022/635813)					
		Engineer's Construction Estimate			
135th, Kellogg to Onewood		$1,851,068.00			
	BID BOND				
(135th, north of Kellogg)	ADDENDA	4			
87N-0566-01/472-84915 (707022/635813)					
		Engineer's Construction Estimate			
135th, Kellogg to Onewood		$1,851,068.00			
	BID BOND				
(135th, north of Kellogg)	ADDENDA	4			
87N-0566-01/472-84915 (707022/635813)					

CHECKED BY: HD

REVIEWED BY: EJV

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - August 30, 2013

RQ#340765

FB#340161		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
2013 Sanitary Sewer Reconstruction Phase 7		$197,910.00			
(north of Harry, east of Oliver)	BID BOND				
468-84902	ADDENDA	1			
(620644)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Wichita Excavating
2013 Sanitary Sewer Reconstruction Phase 7		$197,910.00		$24,452.00	$150,440.00
(north of Harry, east of Oliver)	BID BOND				X
468-84902	ADDENDA	1			X
(620644)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	B-2 Excavating
2013 Sanitary Sewer Reconstruction Phase 7		$197,910.00	$199,780.00	$139,150.00	$291,048.00
(north of Harry, east of Oliver)	BID BOND			X	X
468-84902	ADDENDA	1		X	
(620644)					
		Engineer's Construction Estimate			
2013 Sanitary Sewer Reconstruction Phase 7		$197,910.00			
(north of Harry, east of Oliver)	BID BOND				
468-84902	ADDENDA	1			
(620644)					

CHECKED BY: KD

REVIEWED BY: DJ

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - August 30, 2013

RQ#340766

FB#340164		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
William, Main to Emporia		$361,800.00			$377,118.20
	BID BOND				
(William, Main to Emporia)	ADDENDA	2			
472-85077 (707042/707043)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
William, Main to Emporia		$361,800.00		$302,793.50	
	BID BOND				
(William, Main to Emporia)	ADDENDA	2			
472-85077 (707042/707043)					
		Engineer's Construction Estimate			
William, Main to Emporia		$361,800.00			
	BID BOND				
(William, Main to Emporia)	ADDENDA	2			
472-85077 (707042/707043)					
		Engineer's Construction Estimate			
William, Main to Emporia		$361,800.00			
	BID BOND				
(William, Main to Emporia)	ADDENDA	2			
472-85077 (707042/707043)					

CHECKED BY: KP

REVIEWED BY: [illegible]

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - September 6, 2013

RQ#340767

FB#340162		Engineer's Construction Estimate	Reynolds Inliner LLC	Duling Construction	Mies Construction
2013 Sanitary Sewer Rehabilitation Phase C		$326,700.00	$336,328.00		
(north of MacArthur, east of Seneca)	BID BOND				
468-84901	ADDENDA	0			
(620642)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
2013 Sanitary Sewer Rehabilitation Phase C		$326,700.00			
(north of MacArthur, east of Seneca)	BID BOND				
468-84901	ADDENDA	0			
(620642)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
2013 Sanitary Sewer Rehabilitation Phase C		$326,700.00			
(north of MacArthur, east of Seneca)	BID BOND				
468-84901	ADDENDA	0			
(620642)					
		Engineer's Construction Estimate			
2013 Sanitary Sewer Rehabilitation Phase C		$326,700.00			
(north of MacArthur, east of Seneca)	BID BOND				
468-84901	ADDENDA	0			
(620642)					

THE CONTRACT HAS BEEN NEGOTIATED FOR THE ENGINEER'S ESTIMATE OF $326,700.00

CHECKED BY: KP

REVIEWED BY: [illegible]

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - September 6, 2013

RQ#340781

FB#340166		Engineer's Construction Estimate	Dondlinger & Sons	Nowak Construction	Utility Maintenance Contractors
2013 Sanitary Sewer Reconstruction Phase 8		$261,000.00	$181,475.00	$159,314.00	$374,910.00
(north of Pawnee, east of Oliver)	BID BOND				
468-84905	ADDENDA	0			
(620645)					
		Engineer's Construction Estimate	McCullough Excavation	Stannard Construction d/b/a WB Carter	Utilities Plus
2013 Sanitary Sewer Reconstruction Phase 8		$261,000.00			
(north of Pawnee, east of Oliver)	BID BOND				
468-84905	ADDENDA	0			
(620645)					
		Engineer's Construction Estimate	Wildcat Construction		
2013 Sanitary Sewer Reconstruction Phase 8		$261,000.00			
(north of Pawnee, east of Oliver)	BID BOND				
468-84905	ADDENDA	0			
(620645)					
		Engineer's Construction Estimate			
2013 Sanitary Sewer Reconstruction Phase 8		$261,000.00			
(north of Pawnee, east of Oliver)	BID BOND				
468-84905	ADDENDA	0			
(620645)					

CHECKED BY: KP

REVIEWED BY: KJ

ep.wichita.gov

Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB340160 **Liquid Aluminum Sulfate** **Close Date/Time: 8/30/2013 10:00 AM CST**

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Water Sewage Treatment Division

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
THATCHER COMPANY	Complete	$178,275.00	Award 09/10/2013 Public Works & Utilities Department/Sewage Treatment Division
GENERAL CHEMICAL PERFORMANCE PRODUCTS LL	Complete	$182,250.00	

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Bid Results

Registration **Solicitations** **Document Inquiry** **Login** **Help**

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

Vendor **Group** **Line**

Solicitation: FB340160 **Liquid Aluminum Sulfate** **Close Date/Time: 8/30/2013 10:00 AM CST**

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Water Sewage Treatment Division

Go to: 001

Return to the Bid List

Responses: 2

Line 001 Liquid Aluminum Sulfate for Phosphorus Removal as per specifications. Pricing to include all delivery & transportation charges. Submit MSDS and Technical Data Sheets.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
THATCHER COMPANY	150000	Gallon	$1.1885	$178,275.00	Complete	Appendices A and B form part of our proposal.
GENERAL CHEMICAL PERFORMANCE PRODUCTS LL	150000	Gallon	$1.2150	$182,250.00	Complete	Delivery Time: 1-2 days after receipt of order. For conversion purpose only, price equates to $450.00/dry ton

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POWERED BY COGSDALE

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL SEPTEMBER 10, 2013

a. Split Rail Street from the south line of Rockhill Street to the southwest corner of Lot 10, Block 3; Split Rail Circle for an approximate length of 77' serving Lots 7-9, Block 2; Steeplechase Circle from the west edge of Wooddale to a point approximately 180' west to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) (472-85059/766295/490313) Does not affect existing traffic. (District II) - $271,000.00

b. Lateral 62, Cowskin Interceptor Sewer to serve Bay Country Addition (west of 119th Street West, south of Central) (468-84890/744354/480046) Traffic to be maintained during construction using flagpersons and barricades. (District V) - $207,000.00

c. Water Distribution System to serve Bay Country Addition (west of 119th Street West, south of Central) (448-90598/735492/470165) Traffic to be maintained during construction using flagpersons and barricades. (District V) - $131,000.00

d. Lindberg from the north line of 13th Street to and including the cul-de-sac to serve Waterfront 6th Addition (north of 13th Street North, west of Greenwich) (472-84626/766292/490310) Does not affect existing traffic. (District II) - $531,000.00

e. Stonegate Lane from the east edge of North Lindberg Street to the west edge of North Veranda Street to serve Waterfront 8th Addition (north of 13th Street North, west of Greenwich) (472-85097/766293/490311) Does not affect existing traffic. (District II) - $323,000.00

To be Bid: August 23, 2013

PRELIMINARY ESTIMATE of the cost of:
Split Rail Street from the south line of Rockhill Street to the southwest corner of Lot 10, Block 3; Split Rail Circle for an approximate length of 77' serving Lots 7-9, Block 2; Steeplechase Circle from the west edge of Wooddale to a point approximately 180' west to serve Krug South Addition (south of 21st Street North, west of 143rd Street East)

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

	Lump Sum Bid Items		
1	AC Pavement 5" (3" Bit Base)	4,141	sy
2	Concrete Pavement (VG) 7" (Reinf)	82	sy
3	Concrete C & G, Type 2 (3-5/8" RL)	2,310	lf
4	Concrete C & G, Type 4 (6-5/8"), City	665	lf
5	Concrete C & G, Type 3 (8 & 1-1/2"), Median	63	lf
6	Crushed Rock Base 5", Reinforced	5,404	sy
7	Concrete Sidewalk 4"	5,870	sf
8	Inlet Hookup	2	ea
9	Pipe, SWS 18"	29	lf
10	Inlet, Curb (Type 1A) (L=5' W=3')	1	ea
11	Fill, Flowable	29	lf
12	Excavation	10,200	cy
13	Fill, Compacted (95% Density)	10,700	cy
14	Site Clearing	1	LS
15	Site Restoration	1	LS
16	Signing	1	LS
17	Seeding, Temporary	1	LS
	Measured Quantity Bid Items		
18	BMP, Back of Curb Protection	3,100	lf
19	BMP, Construction Entrance	1	ea
20	BMP, Curb Inlet Protection	2	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $271,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

_____
City Clerk

490313 (766295) 472-85059

Page _____ EXHIBIT _____

468-84890 (744354) 480046 District V

To be Bid: August 23, 2013

PRELIMINARY ESTIMATE of the cost of:
Lateral 62, Cowskin Interceptor Sewer to serve Bay Country Addition
(west of 119th Street West, south of Central)

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

	Lump Sum Bid Items		
1	Pipe SS, 8"	2,991	lf
2	Pipe Stub, 4"	2	ea
3	Pipe Stub, 8"	1	ea
4	Riser Assembly, 4", Vertical	4	ea
5	MH, Standard SS (4')	15	ea
6	Air Testing, SS Pipe	2,991	lf
7	Site Clearing	1	LS
8	Site Restoration	1	LS
9	Seeding, Temporary	1	LS
10	Maintain Existing BMPs	1	LS

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $207,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

_____
City Clerk

480046 (744354) 468-84890
Page _____

EXHIBIT _____

448-90598 (735492) 470165 District V

To be Bid: August 23, 2013

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Bay Country
(west of 119th Street West, south of Central)

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

	Lump Sum Bid Items		
1	Pipe, WL 8"	2,235	lf
2	Pipe, WL 8" (DICL)	33	ea
3	Fire Hydrant Assembly	3	ea
4	Valve Assembly, Blowoff	2	ea
5	Valve Assembly, 8"	6	ea
6	Site Clearing	1	LS
7	Site Restoration	1	LS
8	Seeding, Temporary	1	LS
9	Maintain Existing BMPs	1	LS

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $131,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

City Clerk

470165 (735492) 448-90598
Page _____ EXHIBIT _____

472-84626 (766292) 490310 District II

To be Bid: August 23, 2013

PRELIMINARY ESTIMATE of the cost of:
Lindberg from the north line of 13th Street to and including the cul-de-sac
to serve Waterfront 6th Addition
(north of 13th Street North, west of Greenwich)

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

	LUMP SUM BID ITEMS - Group 1 (766292)		
1	#12 AWG THHN Copper Conductors	12,000	lf
2	#1 AWG THHN Copper Conductors	400	lf
3	Trenching	2,500	lf
4	1" PVC Conduit	2,500	lf
5	Fixture Type "SB" w/ pole base and installation	1	ea
6	Fixture Type "SA" w/ pole base and installation	12	ea
7	Pull boxes	8	ea
8	Milbank Pedestal w/ loadcenter/breakers/xfmr/cont	1	ea
9	Utility Transformer Pad	1	ea
10	Site Restoration	1	LS

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
PHASE 1

Total Estimated Cost $531,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

_____
City Clerk

490310 (766292) 472-84626

Page _____ EXHIBIT _____

To be Bid: August 23, 2013

PRELIMINARY ESTIMATE of the cost of:
Stonegate Lane from the east edge of North Lindberg Street to the west edge of North Veranda Street to serve Waterfront 8th Addition
(north of 13th Street North, west of Greenwich)

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

	LUMP SUM BID ITEMS - Group 2 (766293)			
11	#12 AWG THHN	7,000	lf	
12	1" PVC Conduit	2,000	lf	
13	Trenching	2,000	lf	
14	Fixture Type "SB" w/ pole base and installation	9	ea	
15	Pull boxes	8	ea	
16	Site Restoration	1	LS	
	Construction Subtotal			
	Design Fee			
	Engineering & Inspection			
	Administration			
	Publication			
	PHASE 1			
	Total Estimated Cost			$323,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

City Clerk

490311 (766293) 472-85097

Page _____ EXHIBIT _____

Agenda Item No. II-5a

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Blessed Sacrament Oktoberfest (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

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

Analysis: The following street closure request has been submitted:

Blessed Sacrament Oktoberfest October 5, 2013 9:00 am – 12:00 pm

- Quentin Street, Douglas Avenue to First Street

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

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

Legal Consideration: There are no legal considerations.

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

Agenda Item No. II-5b

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Nehemiah Project 2013 (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure the event promoter Brent McNulty, Asbury Church is coordinating Nehemiah Project 2013 with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Nehemiah Project 2013 September 20, 2013 3:00 pm through September 22, 2013 6:00 pm

- Aloma Street, Schweiter Drive to South George Washington Drive

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

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

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required and 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-5c

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Family and Friends Day (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure the event promoter Pastor Herman Hicks, Greater Pentecostal Church of God is coordinating Family and Friends Day with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Family and Friends Day September 22, 2013 8:00 am – 4:00 pm

- Cleveland Street, Mathewson Street to Murdock Street

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

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

Legal Consideration: There are no legal considerations.

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

Agenda Item No. II-5d

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Community Events – 22nd Annual Frostbite Regatta (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Tori Breithaupt, Wichita Rowing Association, is coordinating the 22nd Annual Frostbite Regatta with staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

22nd Annual Frostbite Regatta November 3, 2013 6:30 am – 6:00 pm

- Nims Street, Central Avenue to Roundabout.

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

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

Legal Consideration: There are no legal considerations.

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

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 2 for Improvements to 37th Street North, Broadway to Hydraulic (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the supplemental agreement.

Background: On August 19, 2008, the City entered into an agreement with Professional Engineering Consultants (PEC) for the design of paving improvements to 37th Street North from Broadway to Hydraulic. The approved design fee was $249,000. On March 20, 2012, the City Council approved Supplemental Agreement No. 1 in the amount of $22,570. The supplemental agreement provided design of a right turn lane for the west leg of Broadway, and added water and sewer improvements. The final budget, including construction funding, was approved by the City Council on July 16, 2013.

Analysis: Supplemental design services are required for the Section 408 permit, waterline relocations, T-Works signing, and an additional median at the half-mile line between Broadway and Hydraulic. The waterline relocations are needed as a result of final storm sewer design, which changed considerably as project development progressed. The median is required by the Burlington Northern Santa Fe (BNSF) Railway due to the new lane configuration and the amount and speed of the train traffic. The T-works signing requested by the Kansas Department of Transportation and the 408 permit required by Army Corps of Engineers were not required at the time the original design agreement was approved. Supplemental Agreement No. 2 has been prepared to authorize the additional design services.

Financial Considerations: The cost of the additional design work is $53,300. The approved total for design, including Supplemental Agreement No. 1, is $271,570. The addition of this supplemental agreement brings the design contract total to $324,870. Funding is available within the existing approved budget.

Design needs may require the acquisition and granting of easements, the signing of utility relocation and railroad agreements, and compensation for the same.

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

Recommendation/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures. Design needs may require the acquisition and granting of easements, the signing of utility relocation and railroad agreements, and compensation for the same.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 19, 2008

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 19, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the 37th STREET NORTH, BROADWAY TO HYDRAULIC IMPROVEMENTS (Project No. 472 84692).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Additional Scope of Services
(see Exhibit “A-1”)

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by $53,300.00.

C. PROVISIONS OF THE ORIGINAL CONTRACT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2013.

BY ACTION OF THE CITY COUNCIL

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

_____

ATTEST:

_____

Agenda Item No. II-8

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Request for an Extension of the Letter of Intent for Industrial Revenue Bonds (The Lux Building, LLC) (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the extension of the Letter of Intent.

Background: On October 2, 2012, the City Council approved a one year Letter of Intent to issue Industrial Revenue Bonds (IRBs) for the renovation of the former KG&E building located at the northwest corner of 1st Street North and Market in downtown Wichita. The Lux Building, LLC ("Lux") is requesting an extension of the letter of intent through April 2, 2014.

Analysis: The Lux Building, LLC is planning a $24,000,000 investment of private equity, historic tax credits, and debt financing to renovate the existing 175,000 square foot building into sixty residential units along with two floors of office/retail. Renovations include: repair of the exterior façade, new plumbing lines and drains, electrical wiring and breaker boxes, roofing, exterior lighting, heating ventilation and air conditioning, countertops, bathrooms, kitchens and cabinets, flooring, glazing, signage, parking, storage units, elevators, fire and life safety, commercial and retail spaces, washer/dryers, addition of two new green roofs, and an amenities penthouse including a pool, workout facility, fireplace, common room, theater, and kitchenette.

The Lux Building, LLC is requesting an extension of the letter of intent due to the fact that the historic tax credit process has taken longer than originally anticipated.

Financial Considerations: Bonds will be privately placed with Intrust Bank. Lux agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. Lux is not requesting abatement of property taxes in conjunction with the IRBs. The project will qualify for a sales tax exemption on bond-financed purchases.

Legal Considerations: The law firm of Kutak Rock, LLP will serve as bond counsel in the transaction. The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds. Lux agrees to comply with the City's Standard Letter of Intent Conditions.

Recommendations/Actions: It is recommended that the City Council approve an extension to the Letter of Intent for Industrial Revenue Bonds to The Lux Building, LLC through April 2, 2014.

Attachments: Request for Letter of Intent Extension

August 27, 2013

Mr. Allen Bell
Director of Urban Development
City of Wichita, Kansas
455 N. Main 13th Floor
Wichita, Ks 67202

Dear Mr. Bell,

On October 2, 2012 the City of Wichita through the mayor, Carl Brewer executed a letter of intent to issue an IRB in an amount not to exceed $21,500,000 based on unanimous approval of the City Council Passed on October 2, 2012. The term of the letter of intent ends October 2, 2013. This letter is to formally request an extension of the letter of intent to April 2014.

As you may recall this project involves the rehabilitation of 85 multi-family units in downtown Wichita. Unfortunately the historic process has taken much longer than normal and the overall process of delegating ownership of the building while maintaining the Tax Credits has been difficult. We have brought in another attorney to help facilitate the changes and speed progression of the transfers. We have made significant progress on the renovations however the extensive delay in the historical process has delayed our project. Due to this complexity of the project, we request an extension of the letter of intent for approximately 6 months.

We will continue to comply with all requirements of the letter of intent and will meet all obligations as expected. We would appreciate your consideration of our request as we are working hard to complete the project and in turn improve the community.

Michael Ramsey

Michael Ramsey
The LUX Building LLC 120
East First Street
Wichita, KS 67202

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: 2008 Fire Apparatus Replacement Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Adopt the amending resolution.

Background: On October 28, 2008, the City Council approved the purchase and outfitting of two replacement fire apparatus units. A review of the bonding resolution revealed a technical error which should be corrected. An amending resolution has been prepared to correct the error.

Analysis: Kansas Statutory Authorities (KSA) 12-1736 and 12-1737(c) were incorrectly cited in the original resolution. The amending resolution correctly cites KSA 13-1024C, as amended Charter Ordinance 156 of the City, as the purchasing and financing authority.

Financial Considerations: The cost remains as previously approved.

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

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

Attachments: Amending resolution.

Gilmore & Bell, P.C.
08/20/2013

RESOLUTION NO. 13-167

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 08-504 OF THE CITY OF WICHITA, KANSAS, WHICH DETERMINED THE ADVISABILITY OF MAKING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF WICHITA.

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. 08-504 of the City, duly adopted on October 28, 2008 (the "Prior Resolution), authorized the following described public improvements:

> The purchase of replacement heavy fire equipment and related rescue and personal protective equipment

(collectively, the "Project") and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body hereby finds it necessary and advisable to amend the Prior Resolution in order to authorize the Project under the Act.

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

Section 1. **Amendments**. ***Section 3*** of the Prior Resolution is hereby amended to read as follows:

> ***SECTION 3.*** The equipment is hereby authorized and ordered to be acquired in accordance with the findings set forth in ***Section 1*** hereof and financed by the issuance of general obligation bonds (the "Bonds") under the authority of K.S.A. 10-1024c, as amended by Charter Ordinance No. 156. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 2. **Repealer; Ratification**. ***Section 3*** of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on September 10, 2013.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Emergency Sanitary Sewer Repairs in Cessna Park (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Ratify and approve the emergency sanitary sewer repairs.

Background: During the weekend of August 4, 2013, a sanitary sewer manhole failed in Cessna Park, south of Mount Vernon and west of Woodlawn. The manhole is 21 feet deep and is over a 24-inch clay sanitary sewer main running across the park land. The top portion of the manhole was found collapsed and lying within a sinkhole. The ground was saturated from rains and the stability of the manhole was unknown. At the time of discovery, sewage was still flowing through the manhole bottom, but any further disruption could result in complete failure of the system.

Analysis: Staff does not have the equipment to handle this depth and the extent of the damage could not be determined without risking complete failure. Staff contacted six contractors for informal bids and received two responses. Dondlinger Construction submitted the lowest bid at $86,500.

Financial Considerations: Funding is available in the 2011-2020 Adopted Capital Improvement Program under the S-4 Reconstruction of Old Sanitary Sewers budget. The project will be funded from future sewer revenue bonds and/or Sewer Utility cash reserves.

Legal Considerations: City Ordinance 2.64.020(a), "Emergencies," expressly authorizes the City Manager to approve work to be performed for emergency repair of critical infrastructure facilities by an outside contractor without formal bidding. The City Manager approved proceeding with the project on August 7, 2013.

Recommendations/Actions: It is recommended that City Council ratify the City Manager's emergency approval of the repairs and authorize the necessary signatures.

Attachments: Memo to the City Manager.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager

Through Alan King, Director of Public Works & Utilities ADK

FROM: Gary Janzen, City Engineer GJ

DATE: August 5, 2013

SUBJECT: Emergency Sanitary Sewer Repairs / 5701 El Kinkaid / Cessna Park

---

A sanitary sewer manhole failed, located in Cessna Park at 5701 E. Kinkaid Street. The manhole is 21 feet deep and is on a 24" clay sanitary sewer main running across the park land. The top portion of the manhole has collapsed and is laying within a sink hole. At this time, the bottom portion is still stable and the flow has not been affected. The ground is saturated and the stability of the manhole is unknown. Crews are prepared to set up bypass pumping if necessary before a contractor can be mobilized to begin work. The manhole is old and needs to be replaced to ensure the safety and integrity of the system. Staff does not have equipment to excavate to that depth to replace the manhole.

Six contractors have been contacted for informal bids, which are due today. Work needs to begin immediately. Funding will be from CIP project S-4, Reconstruction of Old Sanitary Sewers. Inspection of the project will be performed by Public Works Engineering.

I request that you declare this a Public Exigency, which is defined under City Code, Section 2.64.020(a), as an instance when public exigency will not permit the delay incident to advertising, as determined and approved by the City Manager. An approval line has been provided if you concur with this request. A subsequent agenda item will be prepared to obtain Council acknowledgement of this declaration action.

Robert Layton, City Manager

-lml

Agenda Item No. II-11

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: 2013 Biennial Bridge Inspections (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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

Background: The Federal Highway Administration and the Kansas Department of Transportation require the structural inventory and appraisal of all bridges maintained by the City of Wichita. The City's last inspection report was submitted in 2011. These inspections are required on a biennial basis to maintain eligibility for federal funding for bridge repair and replacement projects. The bridge inspection reports also aid in the prioritization of projects for maintenance and replacement programs.

Analysis: On July 31, 2013, the Staff Screening and Selection Committee interviewed three of the four consultants that responded to the City's Request for Proposals. TranSystems was selected to provide the bridge inspection services for 2013 and 2014 based on its considerable expertise in bridge inspections, proposed documentation and final reporting, and the availability of qualified staff.

Financial Considerations: Payment to TranSystems for the bridge inspections and reports will be on a lump sum basis of $79,405. The 2011-2020 Adopted Capital Improvement Program (CIP) includes $80,000 in General Obligation (GO) bond funding in 2013 for these inspections. The CIP also includes $500,000 each year in GO bond funding for bridge rehabilitation and repair. This funding is in place to help with unexpected costs for significant bridge maintenance needs that may come out of the inspections. Identification of these projects requires Engineering and Maintenance staff to be involved with TranSystems throughout the course of the bridge inspections; thus $45,000 of the available bridge repair and rehabilitation funding is needed now to cover City staff time, making the full budget request $125,000.

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

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

Attachment: Agreement, ordinance, and budget sheet.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

TRANSYSTEMS CORPORATION

for

2013 BIENNIAL BRIDGE INSPECTION

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and TRANSYSTEMS CORPORATION, party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

2013 BIENNIAL BRIDGE INSPECTION (Project No. 472-85118).

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

SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for the 2013 Biennial Bridge Inspection and to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with **Exhibit "A"**; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

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

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. <u>PAYMENT PROVISIONS</u>

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

Project No. 472-85118 $79,405.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. <u>THE PARTIES HERETO MUTUALLY AGREE:</u>

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

TRANSYSTEMS CORPORATION

_____
(Name & Title)

ATTEST:

_____

EXHIBIT "A"

SCOPE OF SERVICES

CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per **Attachment No. 1 to Exhibit "A".**

Associated improvements as part of these projects will include, when applicable: permanent traffic signalization system improvements, permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing, incidental drainage, sidewalk, identification of additional right-of-way and furnishing tract drawings and legal descriptions for such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita; and the Kansas Department of Transportation (KDOT); and the U.S. Army Corps of Engineers, or any other regulatory agency, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council, when directed by the Design Engineer, for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the ENGINEER's Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved. In addition, the ENGINEER will notify the City Archaeologist at 316-978-3195 prior to beginning work on this project.

All references below to KDOT only apply to State and Federal Aid projects.

THIS IS NOT A STATE/FEDERAL AID CONTRACT.

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

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and

Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the ENGINEER used in the evaluation process.
2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self-explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line and Sanitary Sewer Alignments and Profiles. Preliminary water and sanitary sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. The ENGINEER shall verify and coordinate work to be completed with the Public Works & Utilities Department.
6. Right-of-Way & Temporary Construction Easements. Identify permanent right-of-way and temporary construction easement requirements for the preliminary concepts developed. Such right-of-way and temporary construction easement requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in Power Point presentation.
8. S. I. & A. for Existing Bridges. For the duration of the project, the ENGINEER shall perform National Bridge Inventory (NBI) inspections as per the KDOT Bridge Inspection Manual in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all existing bridges within the project limits as per regular City inspection schedule.
9. Landscape Plans. When the design has fulfilled the program requirements, submit a PDF set of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit the same to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment, as directed by the

CITY.

10. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II - PLAN DEVELOPMENT

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

1. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise. (It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and two (2) sets of field check plans to the CITY and one copy of preliminary cost estimate and one electronic set of field check plans to KDOT, to be uploaded to the KDOT FTP site. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:

   (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.

   (b) Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A") at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER.** This information will be compiled into a summary report **(Attachment No. 4 to Exhibit "A")** maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified)**. When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

(c) Soils and Foundation Investigations. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita if not included in the ENGINEER'S fee estimate.

(d) Property Acquisitions. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the permanent monumentation of new corners for any additional right-of-way and a one-time marking of all the right-of-way for utility relocations at a time directed by the CITY. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**

(e) Temporary Construction Easements. Prepare legal descriptions for Temporary Construction Easements (TCE) for all parcels where the construction limits extend beyond the existing/proposed right-of-way, and submit tract maps to the City that are suitable for mailing to property owners. The tract maps should include all features shown on the plans, including but not limited to structures, trees, fences, signs, monuments, etc, and should indicate if such items will be impacted within the required easement. Incorporate TCE limits on the plans.

(f) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same.

(g) ENGINEER shall provide a list of proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.

3. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:

(a) Plan Submittal. Submit two (2) sets of office check plans to the CITY, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and KDOT when required.

(b) Utility Coordination. Identify all potential utility conflicts and provide preliminary office check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms **(Attachment No. 3 to Exhibit "A") at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER.** This information will be

compiled into a summary report **(Attachment No. 4 to Exhibit "A" also available on the City's FTP site)** maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified)**. When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

(c) Plan Requirements. Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."

(d) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

4. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:

(a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.

(b) Final Plan Submittals. Final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit "A"**.

(c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.

(d) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same. **The list of encroachments should reflect conditions at the time of final plan submittal.**

(e) ENGINEER shall provide a list proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.

(f) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to the CITY's Master Bid Item List.

(g) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.

(h) All applicable coordinate control points and related project staking information shall be furnished on the plans in the form of a bubble map, as well as on a CD-ROM in a text format agreed upon by the CITY. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.

(i) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.

(j) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.

5. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.

6. Post Letting.

(a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

(b) The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

(c) New Right-of-Way Monumentation. The Engineer shall complete permanent monumentation of all new R/W after project completion, complete and submit all necessary legal documentation for same.

(d) Section Corner Monuments**.** The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.

(e) S. I. & A. for Bridges. Upon completion of any and all bridge construction, the ENGINEER shall perform the National Bridge Inventory (NBI) inspection as per KDOT Bridge Inspection Manual, in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all bridges within the project limits regardless of initial structure size.

Plan Submittal

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

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

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

Storm Water Pollution Prevention

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

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

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

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

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

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

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

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

Attachment No. 2 to Exhibit "A" – CIP Scope of Services

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

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

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

WATER LINE

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

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

- FH's, tees, bends, air release

STORM SEWER

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

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

PAVING

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

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

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

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

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing

- CL top of pavement grades for arterial streets
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

Attachment No. 4 to Exhibit “A” – CIP Scope of Services
Attachment No. 3 to Exhibit “A” – CIP Scope of

Project Name

Utility Location Verification for ULCC Sub-Committee (Date)

Field Check: ☐ **Office Check:** ☐

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

Utility Location:

☐ None in Project Limits ☐ In Project Limits, No Relocation Necessary

☐ Utility will need to relocate ☐ Utility is located in Private Easement

☐ Private Easement Documentation Attached

☐ Utility will need to relocate and is interested in **proposed** ROW (**IF** applicable)

Briefly Describe Type and Location of Facilities within Project:

_____

_____

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

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

Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):

_____

_____

Utility Plan Review:

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

Corrections necessary on plan sheets:

_____

_____

Additional Information requested from Consultant: _____

_____

Utility Requests Paper Plans (choose one): ☐ Full Size ☐ Half Size ☐ Cross-Sections (Full Size)

Attachment No. 4 to Exhibit “A” – CIP Scope of Services

Attachment No. 4 to Exhibit "A" – CIP Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)

Current Date	KDOT Proj. NO/ City Proj. NO	City Design Manager	Consultant	Date of First ULCC	Date of Second ULCC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion		Project Proposed Bid Date	Proposed Utility Clear Date (project)
2/21/2013	1111111/ 2222222	Kallman	Ken Lee/ Ruggles & Bohm	2/21/2013	2/21/2013			No				

	Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)		Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
Westar (Distribution)									
Location in Project: (Describe Existing Facilities)									
Relocation Needs:									
Comments:									
Westar (Transmission)									
Location in Project: (Describe Existing Facilities)									
Relocation Needs:									
Comments:									

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

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

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

EXHIBIT "B"

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

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

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

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

D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2013 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85118

FUND: 400 Street Improvements SUBFUND: 415 Bridges

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: Sep 10, 2013 REQUEST DATE:

PROJECT # : 715730 PROJECT TITLE: 2013 Biennial Bridge Inspections

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: 2013 Biennial Bridge Inspections

OCA # : 249146 OCA TITLE: 2013 Biennial Bridge Inspections

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

PROJECT MANAGER: Mike Armour PHONE #: 268-4598

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9720 G.O. Bonds	$125,000.00	2999 Contractuals	$125,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$125,000.00	**EXPENSE TOTAL:**	$125,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE: 08/21/13

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

132019

Published in the Wichita Eagle on September 20, 2013.

ORDINANCE NO. 49-574

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS AUTHORIZING THE ISSUANCE OF ITS GENERAL OBLIGATION BONDS TO PAY THE COSTS OF A CITY-WIDE STRUCTURAL INVENTORY AND APPRAISAL OF 297 BRIDGES (472-85118); AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TEMPORARY IMPROVEMENT NOTES OF THE CITY FROM TIME TO TIME AS FUNDS ARE NEEDED FOR SUCH PURPOSE.

WHEREAS, Article 12, Section 5 of the Kansas Constitution empowers cities to determine their local affairs and government; and

WHEREAS, the City of Wichita, Kansas (the "City") desires to procure an evaluation and analysis as necessary for bridge structural inventory and appraisal of 297 bridges throughout the City; and

WHEREAS, under the authority of Article 12, Section 5 of the Kansas Constitution, the Governing Body of the City hereby further finds and determines that it is necessary and desirable and in the interest and for the general economic welfare of the City and its inhabitants, that general obligation bonds of the City in an amount not to exceed $125,000, exclusive of the costs of interest on borrowed money, (the "Bonds") be authorized and issued for the purpose of paying costs associated with the preparation of a bridge structural inventory and appraisal, said Bonds to be issued in accordance with the provisions of K.S.A. 10-101 *et seq*., as amended and supplemented.

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

SECTION 1. The Governing Body hereby finds and determines that it is necessary and desirable to procure a City-wide bridge structural inventory and appraisal (the “Project”), and that the cost of such inventory and appraisal is estimated at not to exceed $125,000, exclusive of the costs of interest on borrowed money, of which 100% will be paid by City general obligation bonds.

SECTION 2. The Governing Body hereby finds and determines that it is necessary and desirable to authorize the issuance of general obligation bonds under the authority of Article 12, Section 5 of the Kansas Constitution in an amount not to exceed $125,000, exclusive of the costs of interest on borrowed money, for the purpose of paying the foregoing costs to be borne by the City of Wichita at large. Such Bonds shall be sold and delivered in accordance with the provisions of K.S.A. 10-101 *et seq*., as amended and supplemented.

SECTION 3. It is hereby further authorized, ordered and directed that in order to temporarily finance the costs of the Project prior to the completion thereof and until issuance of the Bonds as hereinbefore provided, there shall be issued temporary improvement notes (the "Notes"), the aggregate amount of which shall not exceed the sum of $125,000, such Notes to be issued from time to time upon subsequent ordinance of the City which shall provide and set forth the details of the Notes, including the fixing of the dates, terms, denominations, interest rates and maturity dates thereof. Such Notes shall be issued and provision shall be made therefore as funds are needed and required for the orderly completion of the Project. Any Notes issued under the authority of this Section shall be issued under and will contain a recital that they are issued under the authority of K.S.A. 10-123, as amended and supplemented, and Article 12, Section 5 of the Kansas Constitution, and shall contain all other usual and required recitals and covenants and be in the form required therefore by said K.S.A. 10-123, as amended and supplemented; and said Notes may be issued in combination with any other temporary notes being issued by the City as shall be determined by the Governing Body at the time of such issuance to be in the City's best interests.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City paper.

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this 17th day of September, 2013.

_____
Carl Brewer, Mayor

Attest:

_____
Karen Sublett, City Clerk
(Seal)

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Reconstruction of 21st Street North Bridge at Derby Refinery (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the concept design agreement and place the ordinance on first reading.

Background: The 2011-2020 Adopted Capital Improvement Program (CIP) includes funding for reconstruction of a bridge on 21st Street North at Derby Refinery, west of I-135. On July 31, 2013, the Staff Screening and Selection Committee interviewed three of four consulting firms that responded to the City's Request for Proposals. MKEC Engineering Consultants (MKEC) was selected to design the bridge based on the specific approach to the project, including traffic control, discussion of the existing concrete channel, and evaluation of utility conflicts.

Analysis: The proposed initial agreement between the City and MKEC provides for development of design concepts for the bridge. Upon approval of a design concept by the District VI Advisory Board, the project will be returned to the City Council for approval of the design concept and final design fee.

In addition, projects receiving over $100,000 of federal funding that are programmed in the Wichita Area Metropolitan Planning Organization (WAMPO) Transportation Improvement Program (TIP) will be assessed a TIP fee per the WAMPO Fiscal Agreement that the Wichita City Council approved on June 11, 2013. The TIP fee is equal to one percent of the federal construction funding amount ($582,957), making the fee for this project $5,829.

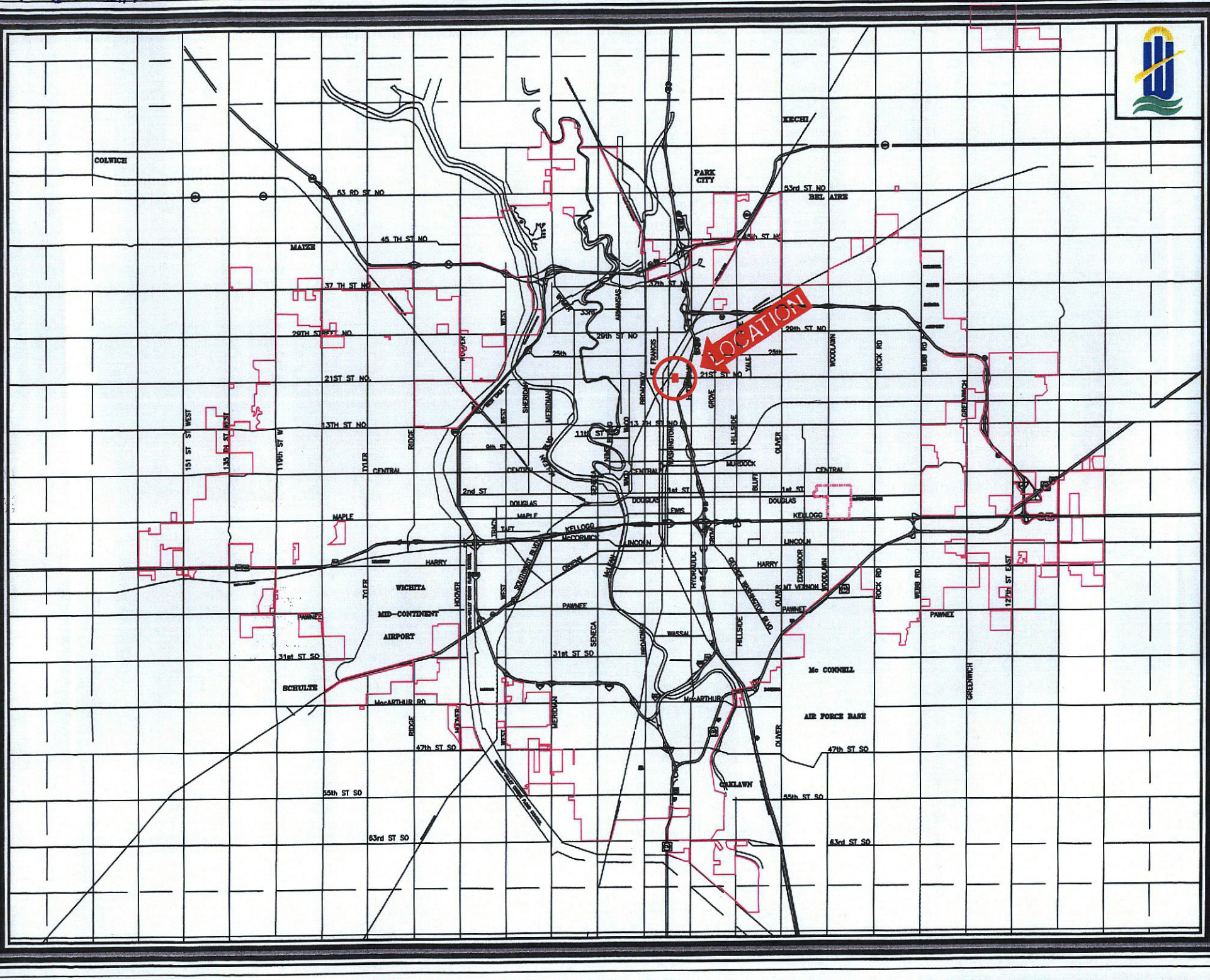
Financial Considerations: The concept fee is $24,850 and the TIP fee is $5,829, for a total of $30,679. The current CIP includes General Obligation bond funding of $75,000 in 2012, all of which is requested at this time to cover the TIP fee, consultant design fees, future construction costs, and Engineering staff, administration, and finance costs. Additional construction funding of $982,957, including $582,957 in federal funds and $400,000 in GO bond funds, is included in the current CIP and will be initiated at a later date.

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

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

Attachments: Map, budget sheet, agreement, and ordinance.

21 SH @ DERBY REF



Project Request

(•) CIP ( ) Non-CIP CIP YEAR: 2012 CIP #: _____

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85120

FUND: 400 Street Improvements SUBFUND: 415 Bridges

COUNCIL DISTRICT: 06 Council District 6 DATE COUNCIL APPROVED: Sep 10, 2013 REQUEST DATE: _____

PROJECT # : 249148 PROJECT TITLE: 21st St N Bridge at Derby Refinery

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: 21st St N Bridge at Derby Refinery

OCA # : 715732 OCA TITLE: 21st St N Bridge at Derby Refinery

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

PROJECT MANAGER: Mike Armour PHONE #: 268-4598

(•) NEW BUDGET ( ) REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9720 G.O. Bonds	$75,000.00	2999 Contractuals	$75,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$75,000.00	**EXPENSE TOTAL:**	$75,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: 08/07/13

DEPARTMENT HEAD: _____ DATE: 8/9/13

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

132019

First Published in the Wichita Eagle September 20, 2013

ORDINANCE NO. 49-575

AN ORDINANCE DECLARING **21ST STREET NORTH BRIDGE AT DERBY REFINERY (472-85120)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

WHEREAS, K.S.A. l2-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. l2-685 et seq., and

WHEREAS, K.S.A. l2-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. l2-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION l. That **21st Street North Bridge at Derby Refinery (472-85120)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. l2-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **21st Street North Bridge at Derby Refinery (472-85120)** as a main trafficway in the following particulars:

The concept development and design of a bridge as necessary for a major traffic facility.

SECTION 3. The cost of the above described improvement is estimated to be **Seventy-Five Thousand Dollars ($75,000)** exclusive of interest on financing and administrative and financing costs. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. l2-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer

of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. l2-685 et seq.

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

PASSED by the governing body of the City of Wichita, Kansas, this 17th day of September, 2013.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Reconstruction of Douglas Bridge at Linden (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the concept design agreement and place the ordinance on first reading.

Background: The 2011-2020 Adopted Capital Improvement Program (CIP) includes funding for reconstruction of a bridge on Douglas Avenue at North Linden Drive. On July 31, 2013, the Staff Screening and Selection Committee interviewed two of three consulting firms that responded to the City's Request for Proposals. MKEC Engineering Consultants (MKEC) was selected to design the bridge based on its specific approach to the project, including identification of traffic needs during construction and experience with the drainage basin.

Analysis: The proposed initial agreement between the City and MKEC provides for development of design concepts for the bridge. Upon approval of a design concept by the District II Advisory Board, the project will be returned to the City Council for approval of the same, and the final design fee.

In addition, projects receiving over $100,000 of federal funding that are programmed in the Wichita Area Metropolitan Planning Organization (WAMPO) Transportation Improvement Program (TIP) will be assessed a TIP fee per the WAMPO Fiscal Agreement that the Wichita City Council approved on June 11, 2013. The TIP fee is equal to one percent of the federal construction funding amount ($582,957), making the fee for this project $5,829.

Financial Considerations: The concept fee is $24,400 and the TIP fee is $5,829, for a total of $30,229. The current CIP includes General Obligation bond funding of $75,000 in 2012, all of which is requested at this time to cover the TIP fee, consultant design fees, future construction costs, and Engineering staff, administration, and finance costs. Additional construction funding of $982,957, including $582,957 in federal funds and $400,000 in GO bond funds, is included in the current CIP and will be initiated at a later date.

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

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

Attachments: Map, budget sheet, agreement, and ordinance.

132019

First Published in the Wichita Eagle September 20, 2013

ORDINANCE NO. 49-576

AN ORDINANCE DECLARING THE **DOUGLAS BRIDGE AT LINDEN (472-85119)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

WHEREAS, K.S.A. l2-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. l2-685 et seq., and

WHEREAS, K.S.A. l2-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. l2-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION l. That the **Douglas Bridge at Linden (472-85119)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. l2-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Douglas Bridge at Linden (472-85119)** as a main trafficway in the following particulars:

The concept development and design of a bridge as necessary for a major traffic facility.

SECTION 3. The cost of the above described improvement is estimated to be **Seventy-Five Thousand Dollars ($75,000)** exclusive of interest on financing and administrative and financing costs. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. l2-689.

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

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. l2-685 et seq.

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

PASSED by the governing body of the City of Wichita, Kansas, this 17th day of September, 2013.

_____
CARL BREWER, MAYOR

ATTEST:

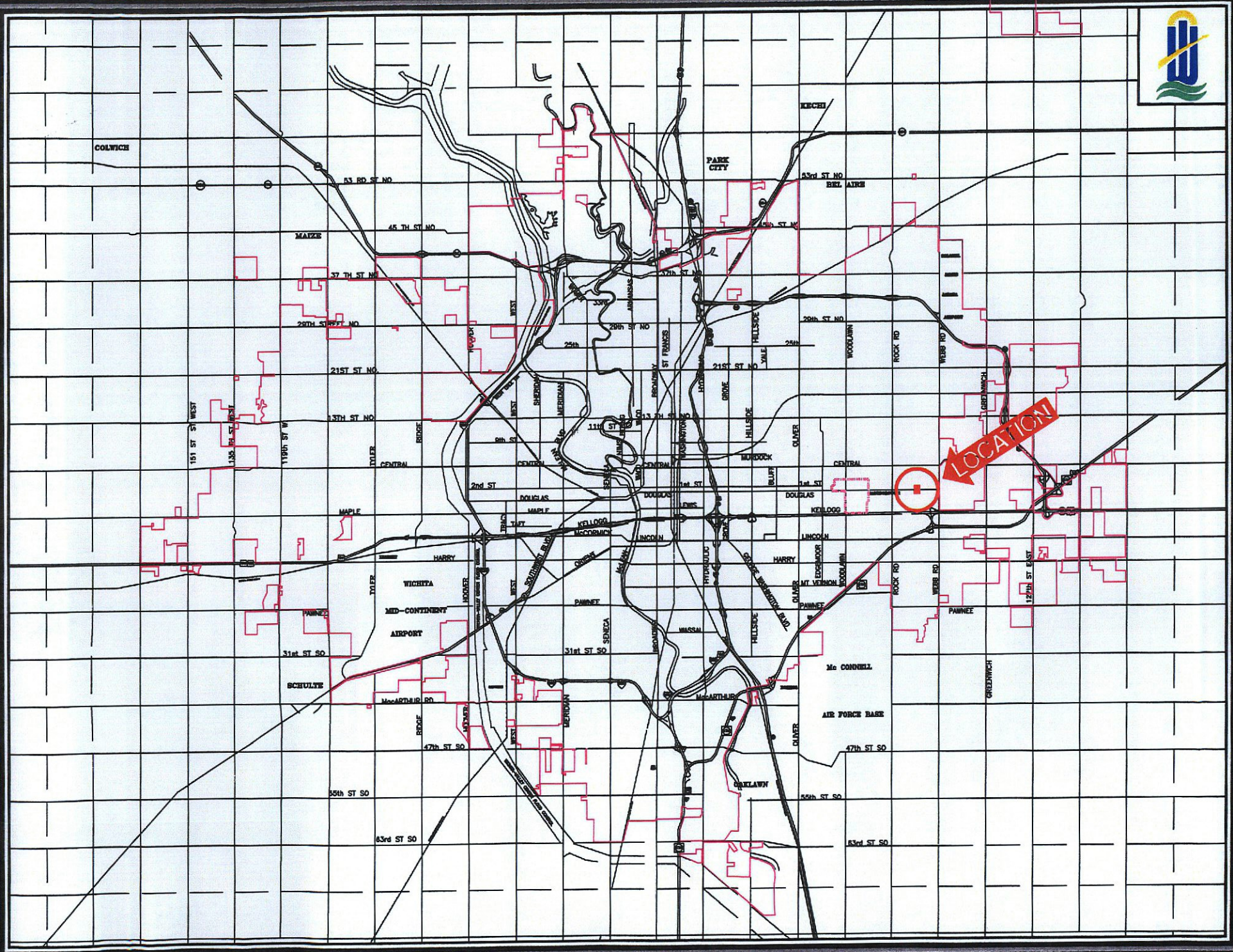
_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

Douglas @ Linden



Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2012 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-85119

FUND: 400 Street Improvements SUBFUND: 415 Bridges

COUNCIL DISTRICT: 06 Council District 6 DATE COUNCIL APPROVED: Sep 10 2013 REQUEST DATE:

PROJECT # : 249147 PROJECT TITLE: Douglas Bridge at Linden

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Douglas Bridge at Linden

OCA # : 715731 OCA TITLE: Douglas Bridge at Linden

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

PROJECT MANAGER: Mike Armour PHONE #: 268-4598

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9720 G.O. Bonds	$75,000.00	2999 Contractuals	$75,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$75,000.00	**EXPENSE TOTAL:**	$75,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE: 08/07/13

DEPARTMENT HEAD: DATE: 8/7/13

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Wichita Bicycle Wayfinding System Plan Grant Applications

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Adopt the resolution and approve submission of the applications.

Background: The Kansas Health Foundation and the Sunflower Foundation have announced that it will be accepting applications for grant funding. Below is a description of two grant opportunities offered by the two organizations.

- The Kansas Health Foundation is accepting grant applications for Recognition Grant funding for a project that helps improve the health of Kansans. Recognition Grants can provide up to $25,000 and do not require a local match. The grant deadline is September 15, 2013.

- The Sunflower Foundation is accepting grant applications for Sunflower Trails: Improvements to Existing Community Based Trails funding. This grant program provides awards of up to $25,000 for the purpose of improving existing trails. Applicants are required to demonstrate a match of $1 for every $1 requested from the Sunflower Foundation. The grant deadline is November 1, 2013.

On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan. The Plan is a guide for how the City can make it easier, safer, and more convenient to get around the City on a bicycle. The plan guides the provision of bicycle related infrastructure, policies, and programs by the City. The Plan includes a recommendation for the City to install a bicycle route wayfinding system (Strategy 2). The creation of bicycle routes and wayfinding within the City of Wichita would help to expand bicycle access to destinations throughout the City, enhance the usability of existing bicycle facilities, and expand the geographic coverage of the bicycle network by encouraging bicyclists to utilize local streets where appropriate.

In June, 2013, the City of Wichita applied for and was awarded federal Transportation Enhancement funds to construct improvements on the K-96 Path from Dr. Dey Park (formerly Grove Park) to Central Avenue. Design work has not yet been initiated for this project. The design process will identify two levels. The first level will consist of directional bicycle route signs to help users identify the path route. This level of signage will be installed along the entire project corridor with the KDOT TE funding. The second level will consist of wayfinding that provides information about destinations, directions and distances. This level of signage will be installed in select portions with the TE funding. This project has not yet been initiated and must be obligated by September 2014.

Analysis: The Kansas Health Foundation Recognition Grant funds can be utilized in order to develop a bicycle route and wayfinding system plan. This plan would assist with the installation of a bicycle route and wayfinding system by providing guidance for future wayfinding system improvements, by including the following elements.

- Map(s) of the bicycle route and wayfinding system locations

- Prioritization criteria and a prioritized listing of bicycle route and wayfinding corridors
- Identification of destinations
- Signage design
- Design guidance for bicycle routes
- Recommended funding amounts and sources (maintenance and installation)

In addition to the development of a wayfinding system plan, the K-96 Path wayfinding improvements can be utilized as a demonstration project for wayfinding system improvements. The current KDOT TE Funding can be utilized as the required demonstrated match for the Sunflower Foundation Sunflower Trails: Improvements to Existing Community Based Trails funding. The additional funding from the Sunflower Foundation will ensure that the signage improvements include not just route information, but also information about destinations near the path for the entire path corridor.

Financial Considerations: It is estimated that the cost to develop the City of Wichita Bicycle Route and Wayfinding System Plan will be approximately $25,000.

The City of Wichita currently has approximately $38,158 available to install the wayfinding improvements along the K-96 Path. The Sunflower Foundation funding will supplement this with additional funding up to $25,000.

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

Recommendations/Actions: It is recommended that the City Council adopt a resolution of support for the submission of the Kansas Health Foundation Recognition Grants and the Sunflower Foundation Sunflower Trails: Improvements to Existing Community Based Trails grant application; and authorize the submission of the applications.

Attachments:
Attachment A: Resolution of Support for Funding Applications to the Kansas Health Foundation and the Sunflower Foundation

RESOLUTION NO. 13-168

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF WICHITA TO SUBMIT APPLICATIONS TO THE KANSAS HEALTH FOUNDATION AND THE SUNFLOWER FOUNDATION FOR BICYCLE WAYFINDING IMPROVEMENTS AND AUTHORIZING THE SUBMISSION OF THE APPLICATIONS.

WHEREAS, the transportation system of Wichita is an extraordinary public asset integral to the City's economic health and community fabric; and

WHEREAS, the Wichita City Council endorsed the Wichita Bicycle Master Plan as guidance in future planning and decision-making regarding public infrastructure investments, operations, and policies.; and

WHEREAS, the Wichita Bicycle Master Plan includes recommendations to develop a bicycle wayfinding protocol, a route system plan, and to install a signed bicycle route wayfinding system; and

WHEREAS, the City of Wichita, Kansas, desires to submit an application to the Kansas Health Foundation for Recognition Grant Funding to implement the Wichita Bicycle Master Plan; and

WHEREAS, the City of Wichita, Kansas desires to submit an application to the Sunflower Foundation for Sunflower Trails: Improvements to Existing Community Based Trails grant funding to implement the Wichita Bicycle Master Plan; and

WHEREAS, After appropriate community input and due consideration, the Governing Body of the City of Wichita, Kansas has recommended that applications be submitted to both the Kansas Health Foundation and the Sunflower Foundation for funding consideration.

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

SECTION 1. That the City of Wichita, Kansas does hereby authorize staff to submit applications to the Kansas Health Foundation and to the Sunflower Foundation on behalf of the citizens of Wichita, Kansas for the projects listed below:

- City of Wichita Bicycle Route and Wayfinding System Plan
- K-96 Path Wayfinding Improvements

ADOPTED AND PASSED by the Governing Body of the City of Wichita, Kansas, this 10th day of September 2013.

_____

Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM

_____
Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Botanica Expansion Project (District VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Adopt the amending resolution.

Background: On April 3, 2012, the City Council approved the expansion of Botanica's main facility. A review of the bonding resolution revealed a technical error which should be corrected. An amending resolution has been prepared to correct the error.

Analysis: Kansas Statutory Authority (KSA) 12-689 was incorrectly cited in the original resolution. The amending resolution correctly cites KSA 13-1024C, as amended Charter Ordinance 156 of the City, as the purchasing and financing authority.

Financial Considerations: The cost remains as previously approved.

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

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

Attachments: Amending resolution.

Gilmore & Bell, P.C.
08/20/2013

RESOLUTION NO. 13-169

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 12-075 OF THE CITY OF WICHITA, KANSAS, WHICH DETERMINED THE ADVISABILITY OF MAKING CERTAIN PUBLIC IMPROVEMENTS AT BOTANICA, THE WICHITA GARDENS, IN THE CITY OF WICHITA.

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. 12-075 of the City, duly adopted on April 3, 2012 (the "Prior Resolution), authorized the following described public improvements:

> Labor, material, equipment, and other costs for the construction of a connecting road to the shelter area of Sim Park; resurfacing of the Sim Park Road; a plaza and fencing connecting the current garden with the new garden; a children's garden education building and the installation of utilities for the children's garden, and an events center

(collectively, the "Project") and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body hereby finds it necessary and advisable to amend the Prior Resolution in order to authorize the Project under the Act.

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

Section 1. **Amendments**. ***Section 2*** of the Prior Resolution is hereby amended to read as follows:

> ***SECTION 2.*** The total estimated cost of the Project is $5,910,000, exclusive of financing costs, with $3.2 million to be paid from private funds raised by Botanica, Inc. for the Downing Children's Garden and the balance of said costs, plus associated financing costs to be paid from the proceeds of general obligation bonds (the "Bonds") of the City of Wichita, Kansas (the "City") issued under the authority of K.S.A. 13-1024c, as amended Charter Ordinance No. 156 of the City. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

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

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

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ADOPTED by the City Council of the City of Wichita, Kansas, on September 10, 2013.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: 2012 Community Services Block Grant Budget Adjustment

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the 2012 Community Services Block Grant (CSBG) budget adjustment and authorize the necessary signatures.

Background: Community Services Block Grant Funds (CSBG) are allocated through the U.S. Department of Health and Human Services (HHS) to support programs that meet the needs of persons with low incomes. In Kansas, CSBG funds are administered by the Kansas Housing Resources Corporation (KHRC) and are awarded by formula to Community Action Programs (CAPs) throughout the state. For over 30 years the City of Wichita has been a CAP and received CSBG funding for Wichita and Sedgwick County. The Wichita Sedgwick County Community Action Partnership (WSCCAP), formerly Career Development Office (CDO) of the Housing and Community Services Department administers the CSBG Program locally.

Funding is provided to the WSCCAP following approval of an application to KHRC which designates categories of use for the funds. The City Council authorized staff to submit an application for the 2012 CSBG program on February 7, 2012. One of the funding categories in that application was an allocation of $37,500 for Neighborhood Cleanups. The application also included an allocation of $25,874 for the Youth Employment and Training Program to provide employment/life skills training, assistance with job search, education and on the job training experience. Youth participants, ages 16-21 are matched with an employer in their field of interest and given an opportunity to work 90 days with wage reimbursement to the employer. The KHRC responded to the application with a grant award of $998,259 with a grant ending date of September 30, 2013.

Analysis: Following redesign of the City of Wichita Neighborhood Cleanup Program there has been a reduced request for CSBG funds for this program. This is in large part due to the fact that the use of CSBG funds for cleanups requires that individuals meet CSBG income qualifications.

The Youth Employment and Training Program also received Community Development Block Grant funds which decreased the amount of CSBG funds that were needed. Employer response to the CSBG program design which involves reimbursement of wages paid to the youth resulted in many cases in the employer hiring the youth without program funding.

Based on the availability of funds from these two sources, City staff proposes that $30,000 from Neighborhood Cleanups and $20,000 from the Youth Employment and Training Program be reallocated to cover certain expenses of the Neighborhood City Halls (NCHs). The four NCHs occupy or use facilities in their operations that are either owned by the City of Wichita Parks Department (Atwater and Evergreen) or by the USD 259 School District (Stanley & Colvin). CSBG funds are used to pay these entities for prorated square foot operating costs, which are defined as utilities (water, gas, electric and trash service), custodial service, maintenance and insurance.

CSBG funds these operating expenses as well as costs for support staff at the NCHs.

All funds under the 2012 funding agreement must be utilized or obligated by September 30, 2013. Failure to move these funds which are not needed for the original intent will result in the funds being returned to the state.

Administrative Regulation 2.4 requires City Council approval of budget adjustments which reflect a substantial program or financial change in excess of $25,000. Approval of this budget adjustment does not require re-submission to the KHRC.

Financial Considerations: No general operating funds from the City's budget are obligated by the budget adjustment.

Legal Considerations: The Law Department has approved the budget adjustment as to form.

Recommendation/Action: It is recommended that the City Council approve the 2012 Community Services Block Grant (CSBG) budget adjustment and authorize the necessary signatures.

Attachments: None.

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: KDHE Watershed Restoration and Protection Strategy (WRAPS) Grant Application (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the acceptance of the grant award.

Background: Reducing pollution in the Arkansas River has been a priority of the City of Wichita for many years. Over the last several years, the Kansas Department of Health and Environment (KDHE) has established a program for the development of Watershed Restoration and Protection Strategies (WRAPS), and is making grant funding available to continue those efforts. On April 5th, 2005, the City Council approved an Environmental Services grant application for a Kansas Department of Health and Environment (KDHE) Watershed Restoration and Protection Strategies (WRAPs) grant. The City has subsequently applied for each of the three WRAP phases.

Phase 1, known as the Development Phase was approved by the City Council in May 2007. This Phase included a $50,000 grant award and a $33,333 City match. This Phase led to the identification and assembly of volunteer stakeholders from within the community, and the hiring of a consultant to analyze water pollution conditions in the Lower Arkansas River watershed. The locally formed stakeholders became the RiverCity WRAPS.

Phase 2, known as the Assessment and Planning Phase was approved by Council in November 2010, and included a $110,000 grant award and a $75,000 City match. This Phase provided for the selection of targeted strategies for pollution reduction within the watershed. It also quantified the amount of pollution reduction that could be attained by the selection and location of each strategy.

Analysis: Phase 3, known as the Implementation Phase, was applied for and subsequently awarded by KDHE to the City on June 11, 2013. This one-year KDHE grant award is in the amount of $20,000, and expires June 30, 2014. Acceptance of this grant will allow the RiverCity WRAPS group to hire a consultant to complete a design in the Gypsum Creek watershed to reduce pollutant loading caused by stormwater runoff. Design will include stream channel stabilization, grass buffer strips, and public education. These specific water quality improvement strategies were identified in the previous two Phases. The City is the designated sponsoring agency for the RiverCity WPAPS stakeholder leadership team. Accepting this grant will improve the likelihood of receiving future grants in each of the next two years, and would require City Council approval at that time. The Cowskin Creek watershed will be a primary focus if those grant awards are received.

Financial Considerations: This award is for $20,000 in an Environmental Protection Agency Section 319 Grant administered by the KDHE Bureau of Water, Watershed Management section. A required local match in the amount of $13,333 will be in the form of in-kind service (demonstrations, meeting support and facilities, etc.), and is available in the Stormwater Utility's annual operating budget.

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

Recommendation/Action: It is recommended the City Council approve the grant award and authorize the necessary signatures.

Attachments: Watershed Management General Grant Conditions, Grant Award Letter from KDHE, and KDHE Non-Point Source Financial Assistance Agreement.

Kansas Department of Health and Environment

Nonpoint Source Financial Assistance Agreement

Project Number: 2013-W061

Project Name: KS WRAPS - Lower Arkansas (RiverCity)WRAPS Implementation SFY14 Yr 1

Cooperator: City of Wichita

455 N Main
Wichita KS 67202

FEIN: 486000653

Cooperator's Contact: Jim Hardesty

Phone: (316) 268-8317

E-Mail: jhardesty@wichita.gov

U.S. EPA FFY	State Fiscal Year
2011	2014

Grant Amount: $20,000

Grant No.	Project ID
C9007405 18	2649595

Matching Contribution: $13,333

Grant Period: October 1, 2013 to March 31, 2015

Advance Payment: $10,000

Reserve Amount: $2,000

Project Officer: Scott Satterthwaite /KDHE

Phone: (785) 296-5573

Subject to the attached grant conditions, the Kansas Department of Health and Environment herewith grants to the cooperator the amount of $ 20,000 for the purposes of performing the project described in the project implementation plan found on Attachment 1.

Special Conditions:

No funds may be expended until KDHE and EPA approve the Project Implementation Plan.

The undersigned hereby is duly authorized to accept this grant offer and agrees to comply with the terms and conditions (Attachment 2) set out by this agreement. This grant offer is effective upon signature of the Secretary, Kansas Department of Health and Environment.

Carl Brewer
Mayor
City of Wichita

Date

Robert Moser, M.D.
Secretary
Kansas Department of Health and Environment

Date

APPROVAL AS TO FORM:

Gary Rebenstorf, Director of Law

Bureau of Water
Watershed Management Section
1000 SW Jackson, Suite 420
Topeka, KS 66612-1367

Kansas

Phone: 785-296-4195
Fax: 785-296-5509
nps@ks.gov
www.kdheks.gov/water

Robert Moser, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

June 11, 2013

Scott Lindebak
City of Wichita
455 N Main
Wichita KS 67202

Regarding: Approval Signatures Requested:
KS WRAPS – Lower Arkansas (River City) WRAPS Implementation SFY 14 Yr 1
KDHE Project No. 2013-W061

Dear Mr. Lindebak,

We are pleased to announce that the City of Wichita has been awarded $20,000 of Section 319 Grant administered by the Bureau of Water, Watershed Management Section. Please refer to the Project Implementation Plan to review the scope of work for the project.

Copies of the grant agreement and the grant conditions are attached for your review and signature. Please return two originally signed agreements, and the initialed grant conditions at your **earliest opportunity to KDHE, BOW, Watershed Management Section, 1000 SW Jackson Suite 420, Topeka, KS 66612**

Please note the following conditions of this agreement:

1. The grant period for this project is July 1, 2013 to December 31, 2014.
2. The grant awarded is $20,000, which requires a non-federal contribution of $13,333.
3. The cooperator agrees to provide KDHE, within 30 days of project completion, a project completion report.

I look forward to working with you and your organization on this project! If you have any questions please call me directly at 785-296-5573.

Sincerely,

Scott Satterthwaite
Bureau of Water
Watershed Management Section

Kansas Department of Health and Environment
Watershed Management

General Grant Conditions

U. S. EPA SECTION 319 Funds
Kansas Water Plan Funds

July 1, 2011

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I. Grant Agreement Responsibilities:

The cooperator is responsible for insuring the project deliverables as described in the Kansas Department of Health & Environment (KDHE) and Environmental Protection Agency (EPA) approved Project Implementation Plan (PIP) are achieved. If adjustments are necessary to the PIP, the cooperator agrees to seek prior approval from the KDHE Project Officer, and provide justification for the proposed modifications. Where the project PIP deliverables are significantly modified, the KDHE Project Officer may request that a formal Grant Amendment be submitted.

The cooperator is responsible for insuring activities described in the PIP are completed on schedule. If adjustments are necessary to the timeframe, the cooperator agrees to seek KDHE Project Officer approval and provide justification for the proposed adjustment. Where the project schedule is significantly adjusted, the KDHE Project Officer may request a Grant Amendment and/or a no-cost Grant Extension. This includes any Best Management Practice (BMP) or Demonstration Project deliverables. All BMP's and Demonstration Projects must be designed, installed and/or constructed and evaluated prior to the end of the project end date and must comply with the guidelines contained in Section VI.B.

II. Grant Disbursement (No expenditure of funds may be made until KDHE and the EPA Technical Advisor have reviewed and approved the Project Implementation Plan).

A. General Disbursement -- In general, Section 319 grants will be provided up to 50 percent of the total grant amount in advance. This is to help the project with initial project costs. The advance payment will be initiated by KDHE upon receipt of the properly signed grant agreement and PIP, unless other conditions are negotiated or identified in the agreement.

A project may request that the advance payment be withheld or a project may request an advance payment of 10%, 20%, 30%, 40% or 50% (with the exception of Clean Water Neighbor Grants. Please contact Watershed Management Section Staff for more details). The remaining grant award will be paid upon expenditures reported on the Affidavit of Expenditures and Nonfederal Contributions report.

KDHE will retain the final 10% of the grant until the following conditions are met:

1. The project has satisfactorily completed the deliverables as outlined in the Project Implementation Plan.
2. A final affidavit has been submitted and approved by KDHE.
3. A project final report has been submitted and approved by KDHE.

At the end of the project, all affidavits submitted throughout the project must account for (add up to) 100% of the project total.

B. Affidavit of Expenditures and Nonfederal Contributions - The cooperator will submit affidavit reimbursement requests via the Kansas Clean Water website at https://kanphix.kdhe.state.ks.us/Public/KCW/ (affidavits are being accepted via email or mailed to KDHE until the new KCW system is operational). Affidavit information must be completed in the following categories:

1. Personnel - The Personnel category includes all wages and salaries paid to individuals for work on this project. It also includes the value of volunteer or contributed effort towards this project, including the direct salaries and wages paid or contributed but not the cost of fringe benefits for those individuals. This category does not include contract personnel. The costs of contract personnel should be included under Contractual Services.

2. Fringe Benefits - includes the cost of employer paid payroll taxes and benefits provided for employees. For volunteers include the cost of fringe benefits usually provided by the cooperating organization to their employees.

3. Travel - includes all costs associated with travel for this project. This would include mileage reimbursement (but not their salary while traveling); meals and lodging expenses or per diem expenses; parking and toll costs; and other expenses paid to persons who incurred travel costs in support of this project.

Mileage reimbursed from the grant or counted as match can not be greater than the mileage rate established for the State of Kansas by the Department of Administration. That rate is currently $0.50 per mile by the most direct route. This rate is updated annually. Please visit http://www.da.ks.gov/ar/infocirc/fy2011/ic11a001.htm to find out the current mileage reimbursement rate.

4. Supplies - includes all costs of consumable materials purchased and utilized in support of this project (i.e. food, paper, office materials, and postage).

5. Food Purchases - Purchases of food and refreshments is not allowable with State Water Plan funds. Food and refreshments is allowed with the use of federal 319 funds under certain conditions. The meal must be an essential part of the project, such as a working lunch or dinner. Suggested

allowable expenses are:

Refreshments -	$ 3.00 per person	Lunch	$ 10.100 per person
Breakfast -	$ 9.00 per person	Dinner	$ 19.00 per person

The necessity of a meal purchased from grant funds must be fully documented in the PIP and reported in the quarterly report. Examples of acceptable instances of where meals can be provided are:

i. The event occurs at an isolated location and no other meal services are available;
ii. Meal is provided to assure that an all day meeting can stay on-schedule;
iii. Meal time is used as part of a continuing activity such as a speaker addressing water quality or nonpoint source pollution control topics;
iv. Meal time is used for small group breakout discussion for a specific topic or assignment given prior to the meal. Results of the breakout discussion are reported back to the larger group and documented with the meeting proceedings;
v. Use of meal time is the optimum time to convene certain stakeholders (farmers, teachers, etc.) and meal is essential to assure participation.

6. Equipment - means any item purchased with a useful life in excess of one year and a $5,000 cost or more per unit. For equipment purchases, please provide a copy of the invoice with the make, model, and serial number of the item purchased.

7. Contractual Services - includes services provided by agreement (written or unwritten) between the cooperator and service provider.

8. Other - includes any expenses not included elsewhere.

9. Requested Changes to the PIP Budget - KDHE recognizes that as projects are implemented changes to the budget may be necessary. Budget changes totaling less than $2,500 do not require Project Officer approval, however, the change must be documented in the affidavit's comment field.

In the event the cooperator wishes to adjust the original budget by $2,500 or more, a grant amendment must be completed via the Kansas Clean Water System. The Project Officer must approve the amendment prior to the cooperator acting on the deviation. The budget change is not

authorized until the Project Officer has reviewed and approved the grant amendment.

C. Grant Project Contributions (i.e. match) - At the end of the project, the grant contributions must equal or exceed 40% of the total project cost. Final payment will be reduced if grant contributions do not meet the 40% requirement. Cooperators should try to meet their match requirements as the projects progresses via the quarterly affidavits of Project Expenditures and Grant Contributions, so that the match does not fall short at the end of the project.

State Water Plan Fund Match Requirements
Cooperator contributions for SWP funds may be from federal, state or local sources. Examples may include employee time or travel, other funds granted to project, equipment or other resources donated towards the project. Although other state funds may be used to match State Water Plan WRAPS funds, local funding is strongly encouraged for match contributions. Contact your KDHE Project Officer if you have any question on match eligibility.

Section 319 Fund Match Requirements
Cooperator contributions to match 319 funds must be from state or local sources (non-federal dollars). Please note the KS WRAPS SWP funds awarded for a project may not count as match for the 319 funds awarded. Examples of state or local sources include state or local employee time or travel, state or local funds granted for a BMP/demonstration project, state or local equipment or other resources donated towards the project. Contact your KDHE Project Officer if you have any question on match eligibility.

1. Volunteer Services as match for both 319 and SWP funds - Volunteer services provided to a cooperator will be valued at rates consistent with those ordinarily paid for similar work by the cooperator. Please note that time, mileage, etc. in which a volunteer attends a meeting, seminar or tour and does not provide a service may NOT be counted as match. If the cooperator does not employ individuals in this type of work the services will be valued at rates paid for similar work in the same labor market. A reasonable amount for fringe benefits may be included in the rate.

2. Cooperators should document how the rate for volunteers was determined and retain it with other project information. In addition, mileage volunteer's travel may be counted as match.

3. Example Volunteer Form may be found at:
www.kdheks.gov/nps/downloads/GrantMatchingForm.pdf

4. Value of Volunteer's Time Website:
www.independentsector.org/programs/research/**volunteer_time**.html

D. Withholding of Payment - Payment may be withheld if project status reports are not submitted in a timely manner or if project requirements and objectives set out by the PIP are not being met.

Deficiency Resolution: Cooperators are responsible for fully implementing the PIP. The KDHE Project Officer is involved in project activities to the extent of monitoring deliverables, reviewing and approving progress reports and affidavits of expenditures, attending occasional meetings, and providing advisory support and technical assistance. Problems such as unforeseen loss of staff, prolonged bad weather, delays in programs used to leverage funding, etc, may affect the cooperators ability to meet the PIP requirements. In such cases, regular interaction and communication between the cooperator and the KDHE Project Officer may be needed to help keep project activities on track. Minor or temporary delays are usually resolved through good communication between the cooperator and the KDHE Project Officer.

More significant problems may develop where the project work is not progressing satisfactorily. Examples of potentially serious problems or deficiencies include: repeated failure to complete project work plan tasks; reports or related documentation routinely not submitted on time or of poor quality; project scope or deliverables changed without prior KDHE approval or work not performed in accordance with the work plan; unsubstantiated project costs; etc. In such instances, the KDHE Project Officer may initiate the following process in an attempt to rectify project deficiencies:

1. KDHE Project Officer will communicate informally (via email or orally) with the cooperator and/or project coordinator about the deficiencies and recommend actions to rectify the problems.

2. If the problems are not rectified satisfactorily in a timely manner, the KDHE Program Manager will send written correspondence to the Signature Authority of the cooperator and the project coordinator, identifying the project deficiencies and requesting that corrective action steps by identified by the cooperator and/or coordinator and submitted to KDHE within 2 weeks. Once the action steps are agreed upon by KDHE and the cooperator, the actions will be implemented and monitored by the KDHE Project Officer.

3. If actions steps cannot be agreed upon, or if the action steps agreed upon are not adhered to, the KDHE Watershed Management Section Chief

will provide written notification to the cooperator Signatory Authority to terminate funding. The notification will document the actions taken by KDHE to resolve the deficiencies and identify failures of the project to correct the deficiencies. The notification will outline the procedure to terminate the grant contract.

E. Additional Payment Request - Payments in excess of the amount expended can be made under special conditions. If a large expense to the grant is expected in the next quarter, the cooperator can request payment in advance of the expense by explaining the situation and provided the expense is identified in the PIP budget.

III. Reporting Requirements

A. Project Status Reports - The cooperator will submit project status reports, through the Kansas Clean Water website for the designated reporting period, even if no activity or expenditures have occurred. Reporting period for all KDHE administered grants is July 1 - December 31 and January 1 - June 30. All status reports are due July 15th and January 15th. If the cooperator has entered into sub-agreements for completion of work under this grant, the cooperator will secure appropriate project status reports from the sub-agreement vendor and include said reports with the cooperator's report. Exceptions to this reporting schedule may be made upon request. Please visit with your Project Officer to negotiate an alternate reporting period.

B. Final Report- the Cooperator will submit a final report to KDHE for the grant period upon completion of the project. The final report is due 30 days after the funds are expended or the end of the project period. The final report should detail activities and accomplishments of the project as identified in the Project Implementation Plan. Final reports should be complete, but concise (preferably 25 pages or less). KDHE recommends submitting a draft Final Report to the KDHE Project Officer prior to officially submitting. The project final report must be comprehensive enough so that any reader may determine (1) the location, scope, goals, objectives, and accomplishments of the project; (2) where and why the money was spent; (3) lessons learned, successes and failures; (4) how any aspect of the project may have been done differently;

1. Please see "Watershed Management Section Project Completion Reports" via www.kdhe.state.ks.us/nps/resources/final_reports.pdf

2. A listing of any consumable supplies remaining at the project ending date and all equipment purchased entirely or partially with grant funds and an estimate of the value of the equipment must be provided. If the

cooperator would like to retain the equipment, include a statement of future plans for the equipment and a certification that the equipment will be used for future water quality activities. In the event the cooperator does not complete the project, all equipment purchased for the project through grants funds will be returned to KDHE.

3. Submit two unbound copies suitable for reproduction and an electronic copy (an email attachment or a mailed CD).

C. Use of Project Data and Work Products - KDHE may use the data and other information produced through this project for succeeding reports, publications, or other purposes without notice or additional payment. The cooperator will provide KDHE with a copy of all water quality data (including raw monitoring data), survey data, or other statistical information, fact sheets, work products, etc., obtained under this grant, in paper as well as electronic format, if available.

D. Project Implementation Plans will not be approved unless previously funded projects are performing satisfactory. This includes administrative status reports, affidavits, grant amendments, and current project performance.

IV. Project Activity

Cooperator agrees to maintain an active and cooperative working relationship with the KDHE Project Officer assigned to the project. This involves keeping them informed of project activities including but not limited to:

A. Assignment / Sub-agreements - Prior to entering into a sub-agreement financed with grant funds, the cooperator must secure approval from KDHE. This grant agreement, the subject matter, or any portion thereof may not be sold, transferred, or assigned in any manner by the cooperator without first obtaining written permission from KDHE.

B. Notification of Project Meetings and Activities - The cooperator will provide KDHE Project Officer written notices of project meetings, workshops, and other activities in advance so the KDHE Project Officer has reasonable time to arrange for attendance. Thirty days is usually sufficient notice. Representatives of KDHE may attend project meetings and activities.

C. Notification of Personnel Changes - The cooperator will keep the KDHE Project Officer updated when personnel changes occur. Project managers must notify KDHE in writing or by email that personnel have left or been replaced. Included in the notification must be current contact information for the project representative responsible for reports and project work.

D. A QAPP is a written document that outlines the procedures a monitoring project will use to ensure that samples, data, and subsequent reports are of high enough quality to meet project objectives. All work performed or funded by EPA that involves the acquisition of environmental data must have a KDHE approved Quality Assurance Project Plan including KS-WRAPS, Service Provider, 319, or CWN grants. QAPP's are required for both 319 and State Water Plan funded projects to ensure that project objectives are met. For guidance on preparing a QAPP please visit http://www.kdheks.gov/nps/QAPPGuidance.pdf.

V. Administering Cost Share Funds - Watershed Restoration & Protection Strategy Projects

KDHE financial assistance supports timely installation of BMPs and Demonstration Projects to abate NPS pollution problems. Many practices may require only technical assistance with the landowner paying for all out-of-pocket costs associated with the construction and/or installation of the project. Other practices may involve cost share in the form of a payment to a landowner to increase on-the-ground implementation. In both cases, BMP installations should be completed with cooperator oversight and technical assistance.

WRAPS Projects awarded funding for BMPs or Demonstration Projects must insure the projects implemented are in conformance with a KDHE approved 9 element watershed plan and the PIP. If other types of BMP/Demonstration projects are being considered or proposed projects located outside of the target area specified in the watershed plan and the PIP are being considered, the cooperator must obtain approval from the KDHE Project Officer prior to executing any landowner agreements.

A. Agreement - The cooperator on behalf of the Stakeholder Leadership Team (SLT) must execute a cost-share agreement with each landowner that includes an operation and maintenance contract (see the Operation and Maintenance section below). Cooperators and/or SLTs set the cost-share rate at a level needed to accomplish BMP implementation as outlined in the 9 Element watershed plan and corresponding PIP, keeping in mind the program goal of leveraging other State and Federal financial resources to the extent possible. Cooperators are responsible for insuring practices are installed as designed by conducting an on-site inspection or cooperating with other state and/or federal programs that inspect project construction/installation.

B. Standards and Specifications - All BMP/Demonstration projects implemented with grant funds must comply with the KDHE guidelines. To qualify for financial assistance, a BMP/Demonstration project must meet either the first or second guideline as follows:

1. The project must demonstrate a new or innovative water quality protection measure or enhance an established water quality protection practice.
   - Measures shall be implemented in a high priority area identified in the watershed assessment and will help achieve water quality and pollutant load reduction goals for the watershed.
   - Measures shall be implemented in accordance with standards or procedures developed by a recognized authority with expertise in the subject matter (e.g. KSU Research and Extension, professional engineer) and accepted by KDHE.
   - An evaluation component shall be included to evaluate the effectiveness of the measure being implemented.
   - An information and education component shall be included to inform other stakeholders of the measure and its water quality benefits.

2. The project demonstrates an established water quality protection practice (i.e. Best Management Practice).
   - Practice shall be implemented in accordance with accepted standards and specifications of a state or federal agency when applicable. If no state or

federal standard is available, other competent sources may be considered (e.g. urban BMP manuals).

- Practice shall be implemented in a high priority area identified in the watershed assessment and will help achieve water quality and pollutant load reduction goals for the watershed.
- Other federal, state or local funding sources have been explored and are not available for implementation of the practice or other sources are being leveraged to implement the practice.
- An information and education component will be included to inform other stakeholders of the practice and its water quality benefits. An assessment of the effectiveness of the outreach efforts utilized shall be included.

C. Operation and Maintenance - The cooperator will assure continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards. The recipient shall include a provision in every applicable sub-agreement (sub-grant or contract) awarded under this agreement requiring that the management practices for the project be properly operated and maintained. The sub-grant or contract should acknowledge the terms and conditions as stated in the sample Non-Point Source Pollution Control Practice Landowner Maintenance Requirements included as Attachment 1 to this document.

D. Confined Feeding Facility - Recipients of 319 cost share for a confined feeding facility / animal feeding operation must comply with all applicable regulations and requirements of the KDHE Livestock Waste Management Program (www.kdheks.gov/feedlots/). Cost-shared livestock projects must include a plan for properly managing manure/nutrients prepared by a KDHE recognized service provider.

E. WRAPS funding may not be utilized for urban stormwater practices or activities specifically required in an NPDES permit; or for practices for NPDES permitted Confined Animal Feeding Operations or NPDES permitted inactive mines.

VI. Financial Conditions

A. Accounting - The cooperator will establish and maintain an accounting system that meets the requirements of generally accepted accounting principles for the recording and reporting of receipts, disbursements, and the maintenance of asset

and liability balances and adequate internal control.

B. Procurement - When securing goods and services needed to execute the project, the cooperator will secure the good or service at the least possible cost to the project through competitive bidding or comparison shopping. At a minimum three cost estimates will be secured. Documentation on procurement efforts will be retained by the cooperator and be available for review by KDHE, the U.S. Environmental Protection Agency, Kansas Legislative Post Audit, or other individuals or organizations authorized by the Kansas Department of Health and Environment. Acquisition of supplies, equipment, construction or services with federal or state funds must be made on a competitive basis to ensure reasonable prices are obtained (cost-share payments excluded). Cooperators may use their own procurement procedures provided they conform to 40 CFR 31.36.

Procurements less than $100,000 may be conducted using small purchase procedures as outlined in 40 CFR 31.36. Small purchase procedures require that price or rate quotes must be obtained from an adequate number of qualified sources-typically three.

The reports must be submitted to KDHE semiannually for the periods ending March 31 and September 30. EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

C. Project Revenues - The cooperator will identify, record, and report any revenues received related to this project. The cooperator will retain such income to be used to further the objectives of the project. Any sale of a work product produced through efforts of this grant shall be identified in the PIP approved by KDHE. Any such income received during the grant period may be used as grant contributed resources (i.e. matching funds). If revenues are received after the project, the cooperator is not required to report those revenues to KDHE, but will continue to utilize the funds to further the objectives of the project and will maintain records indicating such.

D. Unspent Grant Funds - Any unspent grant funds remaining at the end of the project period will be returned to KDHE unless KDHE has approved an extension and possibly a revised PIP.

E. Financial Resources - The recipient will be expected to have available financial resources to allow activity to continue for approximately four months while awaiting payments from KDHE.

F. Audits - Non-Federal entities that *expend* $500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. A

copy of the audit report must be submitted to KDHE within 30 days of receipt. If the cooperator must perform an audit for some other purpose not related to this project, the cooperator may submit the specifications of the alternative audit procedures to KDHE to determine if the procedures will satisfy the intents and purposes of audits required for this grant.

Program-specific audit election: When an audited expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the audited, the audited may elect to have a program-specific audit conducted in accordance with OMB Circular A-133.235. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

Non-Federal entities that expend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year but records must be available for review for three years by appropriate officials of the Federal agency, pass-through entity, General Accounting Office, KDHE, the U. S. Environmental Protection Agency, Kansas Legislative Post Audit, or other individuals or organizations authorized by the Kansas Department of Health and Environment.

1. For additional information on OMB Circular A-133 visit: http://www.whitehouse.gov/omb/circulars/a133/a133.html

2. Special audit requirements for projects sponsored by County Conservation Districts. The County Conservation District shall comply with the audit requirements established by the State Conservation Commission as contained in the Kansas Conservation District Handbook and other publications that may be issued by the State Conservation Commission.

G. Follow applicable OMB cost principles. Costs charged to the grant must be reasonable and allowable costs. Follow federal cost principles applicable to the type of organization (governments, Federal OMB circular A-87 A-122, A-21). Cooperators may not incur costs before the effective date of the Grant Agreement. Circulars are at http://www.whitehouse.gov/omb/circulars.

VII. Records

A. Records Retention - The cooperator will retain financial and programmatic

records, supporting documents, and statistical records for three years from the latter of: (1) the date the project completion report is submitted, or (2) the date of any final resolution of any issues arising from litigation, claims, negotiation, audit, or other action involving the project.

B. Access to Records - The cooperator will afford access, upon written request, to representatives of the Secretary of Health and Environment or Kansas Division of Legislative Post Audit to any cooperator's documents and other records necessary to verify compliance with state agency grant award agreements, Kansas or Federal statutes, and Federal Grant regulations.

VIII. Miscellaneous Conditions

A. Acknowledgments - the cooperator will include the appropriate acknowledgment statement in all reports and publications, correspondence, press releases, and presentations.

"The Kansas Department of Health and Environment has provided financial assistance to this project through EPA Section 319 Nonpoint Source Pollution Control Grant # (see signature page for grant number) or Kansas Water Plan Funds."

B. Project Signs for Demonstration Projects - Demonstration projects are cooperative projects receiving grant funds for the purpose of testing and evaluating innovative nonpoint source pollution control technology, demonstrating watershed management practices, etc.

Where appropriate, the cooperator will post signs at such demonstration sites with or contributing toward the completion of the grant-funded project. The signs will be worded in a manner which will (1) make the general public aware of the project, (2) to acknowledge the contributions of the Kansas Department of Health Environment, the U. S. Environmental Protection Agency 319 Funds, or the State Water Plan Funds (3) to identify the water quality protection practice or activity being demonstrated.

1. Signs will be posted at initiation of the activity or practice being demonstrated and maintained for at least 90 days following completion of the activity.

1. Signs will be of a size and location to maximize viewing from a public roadway.

IX. EPA Administrative & Programmatic Conditions for 319 Funded Projects

All cooperators (grant recipients) agree to the following:

A. Recipients agree to comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and will not be used to acquire commercial goods or services for the recipient;

B. Recipients that are 501(c) (4) organizations agree to not involve lobbying activities;

C. Recipients who request or receive from the grant recipient a sub grant, contract, or subcontract exceeding $100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above.";

D. Recipients agree to comply with all applicable regulations, statutes, and terms and conditions referenced in this document;

E. Recipient agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." Recipient must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient agrees to include a similar term or condition in any subsequent lower tier covered transactions. Recipient agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov.

F. GENERAL COMPLIANCE, 40 CFR, Part 33 - The recipient agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C - Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302 - The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c) - Recipients of a Continuing Environmental Program Grant or other annual reporting

grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

G) The Recipient agrees that none of the funds provided under this agreement may be used for subawards/subgrants or contracts to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. Congress has prohibited the EPA from using its FY 2010 appropriations to provide funds to ACORN or its subsidiaries.

Non-Point Source Pollution Control Practice
Landowner Maintenance Requirements

This contract is entered into between the [*Sponsor Organization*] and the undersigned landowner(s) on site *[Legal Property Description]*. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective. The landowner agrees, as soon as practicable after his/her signature, to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the *[Sponsor Organization]*. Furthermore, the undersigned landowner agrees to the terms set forth herein to include:

1. I understand that as a condition of receiving financial assistance, I have not begun construction or installation of this practice prior to the grant start date as stated in the agreement between the Kansas Department of Health & Environment and the Sponsoring Organization.

2. All program participants receiving payments for structural or management practices are required to follow NRCS Standards and Specifications or other standards and specifications accepted by the Kansas Department of Health and Environment. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.

3. As a condition of accepting financial assistance, I agree to maintain the practice according commonly accepted standards with a minimum of 10 years. Destruction of a practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the practice was applied for the *[Sponsoring Organization]* to inspect maintenance of the conservation practice(s) and for public information and education purposes.

4. Should I fail to maintain the practice according to approved Standards and Specifications, it is understood that I will be required to repay funds received.

5. The project shall be completed no later than the grant end date as stated in the agreement between the Kansas Department of Health & Environment and the Sponsoring Organization (unless a previous date is negotiated between the Sponsoring Organization and the undersigned landowner).

6. All Livestock Waste Systems shall comply with all applicable regulations of the Kansas Department of Health and Environment, Bureau of Water, Livestock Waste Management Section (http://www.kdheks.gov/feedlots/index.html). All Livestock Waste Systems which require site relocation, shall follow reclamation policies adopted by the State Conservation Commission prior to payment of cost-share

assistance. All Livestock Waste System relocation policies shall be considered part of this agreement and shall be carried out by the applicant as a condition of receiving funding assistance. Failure to implement all the requirements of the relocation policies may require repayment of funds received. The owner of the livestock facility is responsible for proper operation and maintenance and, if needed, modification of the facility or other actions to assure continuous satisfactory operation at landowner expense.

7. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.

8. When a change of ownership occurs on land, it is the responsibility of the original landowner to obtain, in writing, a contract with the new owner to transfer the maintenance obligations as stated in this contract to the new landowner. A copy of the transferred contract shall be provided to the [*Sponsor Organization*]. If such a contract is not made, this contract shall remain binding with the original landowner who received the financial assistance.

Landowner signature/date: _____

SAMPLE DOCUMENT

State of Kansas
Department of Administration
DA-146a (Rev. 04-11)

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

   The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Kansas Clean Water Grant Application

Print Date: 8/1/2013 Grant Type: WRAPS
Grant Status: Submitted Funding Years: 3

Grant ID: 806
Grant Title: KS WRAPS - Lower Arkansas (RiverCity) WRAPS Implementation SFY14 Yr 1

Grant Core Information

Project Information

Sponsor Taxpayer ID (FEIN): 486000653 FEIN Suffix: 00

Name: City of Wichita

Address: 455 N. Main

Unit:

PO Box:

City, State Zip: Wichita, KS 67202-

Project Contact Person:

Name: Jim Hardesty

Phone: 316-268-8317 extension:

Address:

Unit:

P.O. Box:

City, State, Zip: , KS

Email: jhardesty@wichita.gov

Project History:

Please describe any past WRAPS grants, grant accomplishments and load reductions achieved.

Our project has just finished the Assessment and Planning Phase with an approved 9 Element Plan. Project #2008-W001, Grant ID # 516.

Project Scope

HUC Type: 12 HUC Code(s): 110300130104; 110300130106; 110300130103; 110300130101; 110300130105; 110300130102;

River Basin(s): Lower Arkansas;

Watershed: Dry Creek-Cowskin Creek; Wichita VC Floodway-Arkansas River; Cadillac Lake-Cowskin Creek; Gypsum Creek; Wichita Floodway; Headwaters Cowskin Creek;

Kansas Counties: No counties found;

States: KS; KS; KS; KS; KS; KS;

Demonstration Projects

WRAPS projects may request financial resources to implement Demonstration Projects. To qualify for financial assistance, the project must meet either the first or second guideline.

1. The project will demonstrate a new or innovative water quality protection measure or enhance an established water quality protection measure.

* Measures shall be implemented in a high priority area (identified in a watershed assessment, if available) and will help achieve water quality and pollutant load reduction goals for the watershed.

* Measures shall be implemented in accordance with standards or procedures developed by a recognized authority with expertise in the subject matter (e.g. KSU Research and Extension, conservation district, professional engineer) and reviewed by KDHE.

* An evaluation component shall be included to evaluate the effectiveness of the measure being implemented.

* An information and education component shall be included to inform other stakeholders of the measure and its water quality benefits.

2. The project will demonstrate an established water quality protection practice

* Practice shall be implemented in accordance with accepted standards and specifications of a state or federal agency when applicable. If no state or federal standard is available, other competent sources may be considered (e.g. urban BMP manuals).

* Practice shall be implemented in a high priority area (identified in a watershed assessment, if available) and will help achieve water quality and pollutant load reduction goals for the watershed.

* Other federal, state or local funding sources have been explored and are not available for implementation of the practice or other sources are being leveraged to implement the practice.

* An information and education component will be included to inform other stakeholders of the practice and its water quality benefits. An assessment of the effectiveness of the outreach efforts utilized shall be included.

Pollutant	Fecal Coliform Bacteria	UOM:	Each
Source	Municipal/urban areas		
LoadRedGoalText		PracticeText	
There is no load reduction calculation for this pollutant		Information and education	
Pollutant	Trash/litter/floatables	UOM:	Each
Source	Municipal/urban areas		
LoadRedGoalText		PracticeText	
There is no load reduction calculation for this pollutant		Information and education	
Pollutant	Trash/litter/floatables	UOM:	
Source	Riparian corridors		
LoadRedGoalText		PracticeText	
There is no load reduction calculation for this pollutant		Information and education	

Expected Completion Date: 10/01/2014

What are the demonstration project installation milestones:

Installation milestones will be determined by the amount of funding during Year 1.

Describe the following:

1. How the practice location will be determined.
2. How the practice will be shared with other watershed stakeholders.
3. What additional federal, state or local resources will be leveraged for practice implementation.

1) Areas targeted by the 9 Element Plan as listed in the Project Scope
2) SLT meeting, website, brochures, media, tours
3) The City of Wichita

How will success of the Demonstration Project be determined?

Number of projects completed
Public participation at events
Website hits
Number of brochures given out
Number of residents installing BMP's

What standards and/or specifications will be used to insure practice success?

Rain gardens- designed in the Wichita/Sedgwick County Stormwater Manual
Buffers- NRCS and Wichita/Sedgwick County Stormwater Manual
Bank stablization- NRCS, Kansas State University Research and Extension Guidance, KDWP&T
Website tracking- Google Analytics

Grant Management

When is the anticipated start date for this project? 10/01/2013

When will the project goals and objectives be achieved and a final project report be submitted to kdhe?

03/31/2015

How often is it necessary to report project milestones and budget reimbursements to kdhe (subject to approval by KDHE)?

BiAnnually

Please understand whatever is selected will be how often you may request additional financial resources.
What is the requested advance payment if the grant is approved?

50 %

Signature authority contact information

Name: Carl Brewer
Title: Mayor
Phone: 316-268-4545 ext:
Email: cbrewer@wichita.gov

Budget

Category	Grant Total	Match	Project Total
Personnel	$0.00	$2,333.33	$2,333.33
Fringe benefits	$0.00	$0.00	$0.00
Travel	$456.00	$0.00	$456.00
Equipment purchases	$0.00	$0.00	$0.00
Supplies	$3,040.00	$9,000.00	$12,040.00
Contractual Services	$16,504.00	$0.00	$16,504.00
Other	$0.00	$2,000.00	$2,000.00
Indirect costs (not to exceed 10% of the granttotal)	$0.00	$0.00	$0.00
Column totals	$20,000.00	$13,333.33	$33,333.33

Required contribution: 40% or $13,333.33

Actual contribution $13,333.33

Budget Details

Personnel match total

$400 SLT member/volunteer time
$1333.33 Volunteer website, Facebook, and IT coordination and maintenance
$400 Riverbank restoration volunteer labor
$200 Project Coordinator time for administration and recordkeeping

Travel grant total

$456 mileage for SLT to attend, as yet unscheduled, state and local meetings

Supplies grant total

$1840 Printing costs for informational/educational brochures
$200 Offiice materials
$200 Meeting supplies
$200 Supplies to support EarthDay
$350 Plants & seeds material for visual display practices
$250 River Day trash clean up events
$3040- Total

Supplies match total

$9,000 Installation of BMP(s) as designed by Consultant, includes labor and equipment usage for BMP installation. Also includes supplies for Lights on The River event with pending approval by Project Officer prior to the event.

Contractual services grant total

$16,504 Contractuals for BMP design, BMP Coordination, and production of Project Completion Report

Other match total

$2000 City facility rental and IT data services

Project Team Members

Name: Becky Lewis

Email: rlewis@wichita.gov

Phone: 316-268-8351

Role: Secretary

Affiliation: City of Wichita

Name: Brian Nelson

Email: bnelson0625@gmail.com

Phone: 316-268-8351

Role: Chair

Affiliation: Volunteer

Name: Gregg Armstrong

Email: garmstrong@gsinetwork.com

Phone: 316-268-8351

Role: Participant

Affiliation: Volunteer

Name: Jim Hardesty

Email: jhardesty@wichita.gov

Phone: 316-268-8317

Role: Coordinator

Affiliation: City of Wichita

Name: Richard Basore

Email: rbashore@kdheks.gov

Phone: 316-337-6014

Role: Participant

Affiliation: Citizen

Name: Sarah Goertz

Email: sarah_goertz@hawkerbeechcraft.com

Phone: 316-268-8351

Role: Participant

Affiliation: Volunteer

Name: Scott Satterthwaite

Email: ssatterthwaite@kdheks.gov

Phone: 785-296-5573

Role: Project Officer

Affiliation: Citizen

WRAPS Grant Implementation Information

Goals, Objectives and Methods Detail

Number of Funding Years: 3

Watershed Goal #1 for Funding Year 1

Implement urban BMPs to protect Gypsum Creek as documented in Year 1 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY14).

Objectives and Methods

Project Objective 1

Implement Urban BMPs as documented in Year 1 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY14).

Project Methods 1

As documented in Year 1 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY14):
Information and Education- WRAPS funded
Implement information and education in Edgemoor Park neighborhood- WRAPS funded
Rain Gardens and Bio-rentention - Downspout disconnection/ Rain Garden on City property non-WRAPS funded
Install 1/2 mile stream bank buffer at Edgemoor Park, or other BMP/location as selected by Consultant- non WRAPS funded
Selection and design of additional BMP(s) by Consultant- WRAPS funded

Project Pollutant Load Reduction Goal 1

Gypsum Creek is not impaired however, the SLT wanted to include it in the 9 element plan as it is implicated in the Lower Ark TMDL.

Project Objective 2

Lights On The River Event

Project Methods 2

Participants pay an entry fee to float their decorated boats on the river. A festival is held downtown near there. Attendees vote on their favorite boats. There will be pollution reduction/awareness questionaires, displays etc., on WRAPS and water quality awareness.
If necessary, form offical partnership with W.I.R.E. a local stakeholder group planning for health and environment of local citizenry.

Project Pollutant Load Reduction Goal 2

Watershed Goal #2 for Funding Year 1

Improve water quality in Cowskin Creek by reducing phosphorus, nitrogen, sediment and bacteria as documented in Year 1 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY14).

Objectives and Methods

Project Objective 1

Reduce phosphorus in Cowskin Creek as documented in Year 1 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY14).

Project Methods 1

As documented in Year1 of the Lower Arkansas-River City WRAPS 9 Element Plan on page 40(SFY14):
Install 15 foot native grass buffer, 1/2 mile long, to filter runoff, protect banks, deter geese, no mowing, woody vegetation removal if needed. Non-WRAPS Funded.
Develop the Blue Water Neighborhood Program (Still in design stage) will include efforts to promote and facilitate the compleition downspout disconnection, lawn care and yard waste management, rain barrels and gardens. WRAPS funded

Project Pollutant Load Reduction Goal 1

As documented in Year1 of the Lower Arkansas-River City WRAPS 9 Element Plan on pages 44-47(SFY14):
Total phosphorus- 1,797 Lbs.
Total Nitrogen-14,566 Lbs.
TSS- 27 tons
No load reduction for bacteria. Will use the bacteria index in the Plan.

Watershed Goal #1 for Funding Year 2

Improve water quality in Gypsum Creek by implementing urban BMPs to protect Gypsum Creek as documented in Year 2 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY15).

Objectives and Methods

Project Objective 1

Implement urban BMPs as documented in Year 2 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY15).

Project Methods 1

Install 1/2 mile stream bank buffer at Edgemoor Park, or other BMP/location as selected by Consultant- non WRAPS funded
2 acres permanent revegetation- non WRAPS funded
Additional stream and riparian analysis by Consultant- WRAPS funded
Selection and design of additional BMP(s) by Consultant- WRAPS funded

Project Pollutant Load Reduction Goal 1

Gypsum Creek is not impaired however, the SLT wanted to include it in the 9 element plan as it is implicated in the Lower Ark TMDL.

Project Objective 2

Facilitate the Lights on the River Event.

Project Methods 2

Participants pay an entry fee to float their decorated boats on the river. A festival is held downtown near there. Attendees vote on their favorite boats. There will be pollution reduction/awareness questionaires, displays etc. on WRAPS and water quality awareness at the Lights On The River event
If necessary, form offical partnership with W.I.R.E. a local stakeholder group planning for health and environment of local citizenry.

Watershed Goal #2 for Funding Year 2

Improve water quality in Cowskin Creek by reducing phosphorus, nitrogen, sediment and bacteria as documented in Year 2 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY15).

Objectives and Methods

Project Objective 1

Reduce phosphorus in Cowskin Creek as documented in Year 2 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY15).

Project Methods 1

As documented in Year2 of the Lower Arkansas-River City WRAPS 9 Element Plan on page 40 (SFY15):
Install 15 foot native grass buffer, 1/2 mile long, to filter runoff, protect banks, deter geese, no mowing, woody vegetation removal if needed. Non-WRAPS Funded.
Implement the Blue Water Neighborhood Program will include efforts to promote and facilitate the completion downspout disconnection, lawn care and yard waste management, rain barrels and gardens. WRAPS funded
Bioretention on City property in Blue Water Neighborhood Non-WRAPS funded

Project Pollutant Load Reduction Goal 1

As documented in Year2 of the Lower Arkansas-River City WRAPS 9 Element Plan on pages 44-47 (SFY15):
Total Nitrogen- 18,842 Lbs.
Total Phosphours- 2,192 Lbs.
TSS- 55 Tons

Watershed Goal #1 for Funding Year 3

Improve water quality in Gypsum Creek by implementing urban BMPs to protect Gypsum Creek as documented in Year 3 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY16).

Objectives and Methods

Project Objective 1

Facilitate the implementation of BMPs through information and education, demonstration and installation.

Project Methods 1

As documented in Year 3 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY16).
Install stream buffers in Gypsum Creek watershed- non WRAPS funded
Implement information and education in Gypsum Creek watershed- WRAPS funded
Riparian analysis by Consultant- WRAPS funded

Project Pollutant Load Reduction Goal 1

Gypsum Creek is not imparied, however, it is a focus of the City and SLT and is implicated in the broader Lower Ark TMDLS.

Project Objective 2

Lights On The River Event

Project Methods 2

Participants pay an entry fee to float their decorated boats on the river. A festival is held downtown near there. Attendees vote on their favorite boats. There will be pollution reduction/awareness questionaires, displays etc. on WRAPS and water quality awareness.

Remaining Objective(s)

Watershed Goal #2 for Funding Year 3

Improve water quality in Cowskin Creek by reducing phosphorus, nitrogen, sediment and bacteria as documented in Year 3 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY16).

Objectives and Methods

Project Objective 1

Implement Urban BMPs as documented in Year 3 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY16).

Project Methods 1

As documented in Year 2 of the Lower Arkansas-River City WRAPS 9 Element Plan on page 40 (SFY15):
Install 15 foot native grass buffer, 1/2 mile long, to filter runoff, protect banks, deter geese, no mowing, woody vegetation removal if needed. Non-WRAPS Funded.
Implement the Blue Water Neighborhood Program will include efforts to promote and facilitate the completion of downspout disconnection, lawn care and yard waste management, rain barrels and gardens. WRAPS funded

Project Pollutant Load Reduction Goal 1

As documented in Year2 of the Lower Arkansas-River City WRAPS 9 Element Plan on pages 44-47 (SFY15):
Total Nitrogen- 19,128 Lbs.
Total Phosphours- 2,587 Lbs.
TSS- 82 Tons

Implementation Project Scope

Targeted areas from the 9 Element plan and watersheds as listed in Project Scope

Watershed Description

Please describe how this watershed has been assessed including other assessment activities by other organizations, agencies or entities.

Local landowners
Region 5 Watershed Management model
TMDL/Monitoring data

Please identify the TMDLs addressed by this project. For more information on what TMDL's are set for your watershed please visit: http://www.kdheks.gov/tmdl/

Bacteria (High)- Cowskin-Directly
Bacteria (High)- Ark River-Indirectly
Aquatic Life (High)- Cowskin Creek

Please identify the water bodies used for drinking water supply that will be restored or protected by this project.

Arkansas River and selected tributaries will be improved, not any 'bodies of water'.

Watershed Plan Evaluation

As the watershed plan is implemented, how will progress be measured toward meeting the watershed goals? What are the criteria in which the goals will be measured?

KDHE continues to monitor water quality in the River City WRAPS watershed by maintaining the monitoring stations located within the watershed. Section 9.3 of the 9 Element Plan shows a map locating the monitoring stations within the River City WRAPS watershed. The map is color-coded to indicate subwatersheds that have been targeted for BMP installation and water quality monitoring by this plan. The permanent monitoring sites are continuously monitored for nutrients, E. coli, chemicals, turbidity, alkalinity, dissolved oxygen, pH, ammonia, and metals. Indicators tested for each site may vary depending on the season at collection time and other factors.
Progress will be measured by comparing water quality data with established TMDL's to evaluate the effectiveness of BMP's installed as a part of the implementation phase. Due to the limited scope of pilot project BMP's, other water quality indicators may be utilized by the SLT to evaluate the effectiveness of the various BMP's relative to localized water quality improvement. These indicators may include monitoring of the occurrence of algal blooms in streams, increase or decrease in number of water quality complaints received by the City of Wichita or KDHE, and trends of quantity and quality of fishing in streams or other recreational use of streams.
Supplemental water quality monitoring during years 1-5 will be conducted by volunteers recruited by the SLT using

relatively simple and inexpensive field test methods for flow, TP, TN, and TSS. Because of the methods and equipment required, field sampling for bacteria is not recommended. The SLT will seek partnerships with the City of Wichita and/or local colleges in an effort to arrange periodic bacterial analysis of water samples collected by volunteer sampling crews. Information and Education activities funded through the RiverCity WRAPS will include a program evaluation component designed to assess program effectiveness. Evaluation methods will include estimated outcomes relative to behavior changes, BMP adoption rates resulting from information and education activities. Service providers will be required to submit written evaluations of their activities summarizing participation rates, demonstrating successful delivery of learning objectives and progress.

Please describe the evaluation process for your watershed project.

Monitoring data from KDHE will be used to determine water quality progress, track water quality milestones, and to determine the effectiveness of the BMP implementation outlined in the plan. The schedule for review for the monitoring data will be tied to the water quality milestones that have been developed for each watershed, as well as the frequency of the KDHE sampling data.
Information and Education activities will be evaluated through various means including measurement of public participation at sponsored events, monitoring of website hits, number of brochures distributed, number of residents installing BMP's, and neighborhood participation in water quality initiatives.

When is the next scheduled watershed plan update? How will the plan be updated?

2018. The SLT will evaluate implementation results during years 1 through 5 to determine which strategies have provided the greatest benefit, and which are most cost-effective. During this phase of the program, the SLT will also monitor lessons learned by other regional WRAPS groups, updated research on BMP effectiveness and cost, and emerging I&E strategies. The Nine Critical Element Plan will be updated based on these findings.

How will progress be reported to financial assistance providers and to the Stakeholder Leadership Team?

Progress will be reported to the financial assistance providers as data warrant, and will be in the form of the required bi-annual progress reports. The SLT will be updated as data warrant, and will be a part of the data evaluation process.

Demonstration Projects

WRAPS projects may request financial resources to implement Demonstration Projects. To qualify for financial assistance, the project must meet either the first or second guideline.

1. The project will demonstrate a new or innovative water quality protection measure or enhance an established water quality protection measure.

* Measures shall be implemented in a high priority area (identified in a watershed assessment, if available) and will help achieve water quality and pollutant load reduction goals for the watershed.

* Measures shall be implemented in accordance with standards or procedures developed by a recognized authority with expertise in the subject matter (e.g. KSU Research and Extension, conservation district, professional engineer) and reviewed by KDHE.

* An evaluation component shall be included to evaluate the effectiveness of the measure being implemented.

* An information and education component shall be included to inform other stakeholders of the measure and its water quality benefits.

2. The project will demonstrate an established water quality protection practice

* Practice shall be implemented in accordance with accepted standards and specifications of a state or federal agency when applicable. If no state or federal standard is available, other competent sources may be considered (e.g. urban BMP manuals).

* Practice shall be implemented in a high priority area (identified in a watershed assessment, if available) and will help achieve water quality and pollutant load reduction goals for the watershed.

* Other federal, state or local funding sources have been explored and are not available for implementation of the practice or other sources are being leveraged to implement the practice.

* An information and education component will be included to inform other stakeholders of the practice and its water quality benefits. An assessment of the effectiveness of the outreach efforts utilized shall be included.

Demonstration Projects for Funding Year 1

Source: Fecal Coliform Bacteria UOM: Each

Load Reduction Goal

There is no load reduction caculation for this pollutant.

Practice

Information and education

Source: Trash/litter/floatables UOM: Each

Load Reduction Goal

There is no load reduction caculation for this pollutant.

Practice

Information and education

Source: Trash/litter/floatables UOM:

Load Reduction Goal

There is no load reduction caculation for this pollutant.

Practice

Information and education

Expected Completion Date: 10/01/2014

What are the demonstration project installation milestones:

Installation milestones will be determined by the amount of funding in Year 1.

Describe the following:

1. How the practice location will be determined.
2. How the practice will be shared with other watershed stakeholders.
3. What additional federal, state or local resources will be leveraged for practice implementation.

1) Areas target by the 9 Element Plan as listed in the Project Scope
2) SLT meeting, website, brochures, media, tours
3) The City of Wichita

How will success of the Demonstration Project be determined?

Number of projects completed
Public participation at events
Website hits
Number of brochures given out
Number of residents installing BMP's

What standards and/or specifications will be used to insure practice success?

Rain gardens- designed in the Wichita/Sedgwick County Stormwater Manual
Buffers- NRCS and the Wichita/Sedgwick County Stormwater Manual
Bank stablization- NRCS, Kansas State University Research and Extension Guidance, KDWP&T
Website tracking- Google Analytics

Demonstration Projects for Funding Year 2

Source: Fecal Coliform Bacteria UOM: Each

Load Reduction Goal

100 lbs of pet waste

Practice

Information and education

Source: Trash/litter/floatables UOM:

Load Reduction Goal

100 lbs

Practice

Information and education

Source: Trash/litter/floatables UOM: Each

Load Reduction Goal

Practice

Expected Completion Date: 10/01/2015

What are the demonstration project installation milestones:

Installation milestones will be determined by the amount of funding in Year 2.

Describe the following:

1. How the practice location will be determined.
2. How the practice will be shared with other watershed stakeholders.
3. What additional federal, state or local resources will be leveraged for practice implementation.

1) Areas targeted by the 9 Element Plan as listed in the Project Scope
2) SLT meeting, website, brochures, media, tours
3) The City of Wichita

How will success of the Demonstration Project be determined?

Number of projects completed
Public participation at events
Website hits
Number of brochures given out
Number of residents installing BMP's

What standards and/or specifications will be used to insure practice success?

Rain gardens- designed in the Wichita/Sedgwick County Stormwater Manual
Buffers- NRCS, Kansas State University Research and Extension Guidance, KDWP&T
Website tracking- Google Analytics

Demonstration Projects for Funding Year 3

Source: Fecal Coliform Bacteria UOM: Each

Load Reduction Goal

100 lbs of pet waste

Practice

Information and education

Source: Trash/litter/floatables UOM: Each

Load Reduction Goal

100 lbs

Practice

Information and education

Source: Trash/litter/floatables UOM:

Load Reduction Goal

100 lbs

Practice

Information and education

Expected Completion Date: 09/30/2016

What are the demonstration project installation milestones:

Installation milestones will be determined by the amount of funding in Year 3.

Describe the following:

1. How the practice location will be determined.
2. How the practice will be shared with other watershed stakeholders.
3. What additional federal, state or local resources will be leveraged for practice implementation.

1) Areas targeted by the 9 Element Plan as listed in the Project Scope
2) SLT meeting, website, brochures, media, tours
3) The City of Wichita

How will success of the Demonstration Project be determined?

Number of projects completed
Public participation at events
Website hits
Number of brochures given out
Number of residents installing BMP's

What standards and/or specifications will be used to insure practice success?

Rain gardens- designed in the Wichita/Sedgwick County Stormwater Manual
Buffers- NRCS, Kansas State University Research and Extension Guidance, KDWP&T
Website tracking- Google Analytics

Budget for Funding Year 2

Category	Grant Total	Match	Project Total
Personnel	$.00	$2,333.33	2,333.33
Fringe benefits	$.00	$.00	0.00
Travel	$456.00	$.00	456.00
Equipment purchases	$.00	$.00	0.00
Supplies	$3,040.00	$9,000.00	12,040.00
Contractual Services	$16,504.00	$.00	16,504.00
Other	$.00	$2,000.00	2,000.00
Indirect costs (not to exceed 10% of the granttotal)	$.00	$.00	0.00
Column totals	20,000.00	13,333.33	33,333.33

Required contribution: 40% or	$13,333.33
Actual contribution	$13,333.33

Budget Detail for Funding Year 2

Personnel match total

$400 SLT member/volunteer time
$1333.33 Volunteer website, Facebook, and IT coordination and maintenance
$400 Riverbank restoration volunteer labor
$200 Project Coordinator time for administration and recordkeeping

Travel grant total

$456 mileage for SLT to attend, as yet unscheduled, state and local meetings

Supplies grant total

$3040 Total
$1840 Printing costs for informational/educational brochures
$200 Office materials
$200 Meeting supplies
$200 Supplies to support Earth Day
$350 Plants and seeds for visual display practices
$250 River Day trash clean up events
$3040 Total

Supplies match total

$9,000 Installation of BMP(s) as designed by Consultant, includes labor and equipment usage for BMP installation. Also includes supplies for Lights On the River event pending approval by Project Officer prior to the event.

Contractural services grant total

$16,504 BMP designs, BMP Coordination, and production of Project Completion Report

Other match total

$2000 City facility rental and data services

Budget for Funding Year 3

Category	Grant Total	Match	Project Total
Personnel	$.00	$2,333.33	2,333.33
Fringe benefits	$.00	$.00	0.00
Travel	$456.00	$.00	456.00
Equipment purchases	$.00	$.00	0.00
Supplies	$3,040.00	$9,000.00	12,040.00
Contractual Services	$16,504.00	$.00	16,504.00
Other	$.00	$2,000.00	2,000.00
Indirect costs (not to exceed 10% of the granttotal)	$.00	$.00	0.00
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$3040 Total

Supplies match total

$9,000 Installation of BMP(s) as designed by Consultant, includes labor and equipment usage for BMP installation. Also includes supplies for Lights on The River event pending approval by Project Officer prior to the event.

Contractural services grant total

$16,504 Contractuals for BMP design, BMP Coordination, and production of Project Completion Report.

Other match total

$2000 City facility rental and IT data services

Stakeholder Leadership Team Information

Describe the commitment of local stakeholders in support of the project and how this will be demonstrated.

Support has been consistent

Describe the Stakeholder Leadership Team including membership, organizational structure and general operating procedures.

Very diverse

Describe the process for obtaining SLT approval of this proposal.

Discussed at last SLT meeting

Stakeholder Leadership Team Members

Name: Becky Lewis

Title: Environmental Compliance

Phone: 316-268-8351

Role: Secretary

Affiliation: Volunteer

Address:

1900 E. 9th

Name: Brian Nelson

Title: Volunteer

Phone: 316-268-8351

Role: Chair

Affiliation: Volunteer

Address:

Name: Gregg Armstrong

Title: Volunteer

Phone: 316-425-5139

Role: Volunteer

Affiliation: Volunteer

Address:

Name: Hoyt Hillman

Title: Volunteer

Phone: 316-268-8351

Role: Volunteer

Affiliation: Volunteer

Address:

Name: Jim Hardesty

Title: Stormwater Specialist

Phone: 316-268-8317

Role: Coordinator

Affiliation: City of Wichita

Address:

455 N. Main

Name: Richard Basore

Title:

Phone: 316-337-6014

Role: Participant

Affiliation: Citizen

Address:

Name: Sarah Gertz

Title: Volunteer

Phone: 316-268-8351

Role: Vice Chair

Affiliation: Volunteer

Address:

Name: Scott Lindebak

Title: Stormwater Engineer

Phone: 316-268-4545

Role: Participant

Affiliation: City of Wichita

Address:

455 N. Main

Name: Scott Satterthwaite

Title: Project Officer

Phone: 785-296-5573

Role: Project Officer

Affiliation: Citizen

Address:

Bureau of Water
Watershed Management Section
1000 SW Jackson, Suite 420
Topeka, KS 66612-1367

Kansas

Phone: 785-296-4195
Fax: 785-296-5509
nps@ks.gov
www.kdheks.gov/water

Robert Moser, MD, Secretary Department of Health & Environment Sam Brownback, Governor

May 17, 2013

Mr. Scott Lindebak, P.E.
Stormwater Engineer
Public Works, City of Wichita
455 N. Main
Wichita, KS 67202

Regarding: River City WRAPS Implementation Grant: SFY 2014-2016 Kansas Watershed Restoration and Protection Strategy (WRAPS) Funding Allocation.

Dear Mr. Lindebak:

I am pleased to notify you of the KS-WRAPS State Fiscal Year (SFY) 2014-2016 Funding Allocation for the River City WRAPS Implementation Grant. This project has been awarded $20,000 each year for SFY 2014, SFY 2015, and SFY 2016 to be contracted with the City of Wichita.

The total request for WRAPS funds was nearly $3.2 million in SFY14, SFY 15 and SFY16. The total amount of the KS-WRAPS Fund budget was approximately $2,463,000 each year, comprised of State Water Plan funds and Federal Section 319 Grant funds. Allocations were made considering the Project Priority Score for each watershed, as identified in the SFY 2014-2016 Request for Proposals Guidance, which takes into account State Interest Priority and Implementation scoring. In addition, factors including the possibility of success, performance, Stakeholder Leadership Team engagement, status of the 9 element plan and interstate water quality issues were also taken into consideration during the allocation process.

Total funding allocated to this project is attached. Please note the attached allocation shows $15,000 will be for BMPs and $5,000 for outreach and education. According to your grant application, a funding commitment was requested for 3 years and the WRAPS Work Group approved 3 years of funding for this project. Specific notations regarding your (SFY 2014-2016) allocation include:

- *Activities included in Project Implementation Plan (PIP) are to implement components of the 1st year of your River City WRAPS Implementation Grant 9 Element Watershed Plan approved by KDHE.*
- *Projects will be evaluated annually with new Priority Scores based on implementation. Updated scores will be shared with projects, and will be considered in context of performance prior to contracting sequential years funding.*
- *Sequential funding allocations (SFY 15 and/or SFY 16), will be based on availability of funds and performance of the project in implementing the approved Project Implementation Plan (PIP) and fulfilling the administrative requirement in the agreed to grant conditions. Projects will be evaluated annually with new Priority Scores based on implementation. Updated scores will be shared with projects, and will be considered in context of performance prior to contracting sequential years funding.*

Match

The KS-WRAPS program requires projects receiving KS-WRAPS funding contribute a match of 40% of the total project effort. For SFY 2014, SFY 2015 and SFY 2016 City of Wichita has been awarded $20,000 annually of Section 319 WRAPS funding for the River City WRAPS Implementation Project to support supplies and BMPs. In your case, the total match required will be $13,333 for each of the three years. The match provided for Section 319 grant funds must be from nonfederal sources. Match may be provided by actual cash expenditures as well as the value of services provided by government and private sector organizations and individuals. Please contact your project officer if you have questions concerning the eligibility of a matching activity.

Grant Award Meeting

All grants will be administered via the Kansas Clean Water System. The terms and deliverables of the Project Implementation Plan (PIP) must still be finalized with your KDHE Project Officer. Your Project Officer will be contacting you shortly to begin outlining any necessary changes to your current scope of work. The Watershed Management Section is requesting that you attend a grant award meeting to review and discuss the negotiated plan of work. We will be hosting these meetings during the week of July 29th – August 2nd at the Curtis State Office Building in Topeka - Konza Room. The purpose of the grant award meeting is to review the final grant application PIP review the Grant Conditions and answer any questions you may have about the WRAPS program or the grant management process. For SFY 2014-2016 funding, grant award meetings are mandatory due to several reasons; new KDHE project officers, new WRAPS project coordinators, new sponsoring organizations and 3 year grant awards. Meetings are expected to be approximately 1-2 hours. If there are travel restrictions, we are available to host a conference call rather than a face to face meeting. Please contact your Project Officer as soon as possible to schedule your meeting. If you are unable to meet July 29th – August 2nd, please contact your Project Officer to schedule a revised meeting date. All project committee members are invited, so feel free to bring whoever is interested in attending.

In addition, please note the KDHE Project Officer assigned to administer and assist you with your project is Scott Satterthwaite, (785) 296-5573, ssatterthwaite@kdheks.gov. Please feel free to contact him if you have any questions or concerns.

Congratulations, and we look forward to working with you on your upcoming grant project!

Sincerely,

Jaime Gaggero

Jaime Gaggero
KS-WRAPS Work Group Chair
Kansas Department of Health and Environment

cc: Jim Hardesty, Project Coordinator
Scott Satterthwaite, KDHE
Richard Basore, SCDO

Watershed / Project Name	Sponsoring Organization	Service	Funds Recepient	Description	WRAPS Funds Requested SFY 14	Allocation SFY 14	WRAPS Funds Requested SFY 15	Allocation SFY 15	WRAPS Funds Requested SFY 16	Allocation SFY 16
Lower Arkansas	City of Wichita	Coordination	City of Wichita	1/2 Time FTE ?? ($27,450) @ 20 per hour, Supplies (22,800), Travel($3,420).	$30,870		$10,290		$10,290	
Lower Arkansas	City of Wichita	I & E	City of Wichita	office supplies and meeting materials; $1,500 supplies to support EarthDay ; $9,300 plants &	$22,800	$5,000	$7,600	$5,000	$7,600	$5,000
Lower Arkansas	City of Wichita	M & E	City of Wichita	Consultants to utilize BMP locator for Urban BMPs. And BMP Implementation	$96,330	$15,000	$32,110	$15,000	$32,110	$15,000
					$150,000	$20,000	$50,000	$20,000	$50,000	$20,000

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of $20,000 as a full settlement for all claims arising out of a police incident occurring on July 11, 2013.

Background: This claim arises from a police standoff which occurred on July 11, 2013 at 4141 S. Seneca. Claimants allege that their personal property and contents of their apartment were destroyed by actions of the Wichita Police Department.

Analysis: The claimants have agreed to accept a lump sum payment of $20,000 as full settlement of all their claims against the City of Wichita and its employee. Because of the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not consistute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is available in the Self Insurance Fund. Finance is authorized to make any budget adjustments necessary for payment of the settlement and to issue any general obligation bonds, as necessary, to provide for payment of the approved settlement.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of $20,000. A bonding resolution has been prepared by Bond Counsel and has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council authorize payment of $20,000 as full settlement of all possible claims arising out of the events which are the subject of this claim.

Attachments: Bonding resolution.

RESOLUTION NO. 13-171

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO FUND A CIVIL CLAIM SETTLEMENT

WHEREAS, K.S.A. 75-6113 (the "Act") provides that payment of any judgments, compromises or settlements for which a municipality is liable pursuant to K.S.A. 76-6101 *et seq*., and amendments thereto, may be made from any funds or moneys of the municipality which lawfully may be utilized for such purpose or if the municipality is authorized by law to levy taxes upon property such payment may be made from moneys received from the issuance of no-fund warrants, temporary notes or general obligation bonds, provided that warrants or temporary notes issued shall mature serially at such yearly dates as to be payable by not more than 10 tax levies and any bonds shall be issued in accordance with the provisions of the general bond law and shall be in addition to and not subject to any bonded debt limitation prescribed by any other law of the state of Kansas; and

WHEREAS, the City of Wichita, Kansas (the "City"), is a municipality within the meaning of the Act; and

WHEREAS, the governing body of the City has heretofore approved a certain Settlement Agreement relating to the incident occurring on July 10-11, 2013 involving the Wichita Police Department, under which Settlement Agreement, the City is liable pursuant to K.S.A. 75-6101 *et seq.*, to pay a settlement in the amount of $20,000 and related expenses (the "Settlement"); and

WHEREAS, the governing body of the City hereby finds and determines it to be necessary to authorize the issuance of general obligation bonds of the City to finance the Settlement and related costs.

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

SECTION 1. Financing. The City is hereby authorized to issue general obligation bonds (the "Bonds") pursuant to the authority of the Act in an amount necessary to pay the costs of the Settlement, plus interest on interim financing and associated financing costs. Bonds may be issued to reimburse Settlement expenditures made on or after the date which is 60 days before the date of adoption of this Resolution pursuant to Treasury Regulation §1.150-2.

SECTION 2. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

ADOPTED by the City Council of the City of Wichita, Kansas on September 10, 2013.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

Agenda Item No. II-19

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

SUBJECT: Revised Petition for Paving Improvements to Hoover Court (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

- -

Recommendation: Approve the revised petition and adopt the amending resolution.

Background: Hoover Court is currently an unpaved street in an existing commercial area. A petition representing one of two (50%) resident owners and 87% of the improvement district area was submitted for proposed paving improvements. The District IV Advisory Board sponsored a neighborhood hearing on the project on November 5, 2012. The Board voted 8-0 to recommend approval of the project. The City Council approved the project on December 4, 2012. An attempt to award a construction contract within the budget set by the petition was not successful. A valid new petition with an increased budget was submitted and resident owners were notified of the revision.

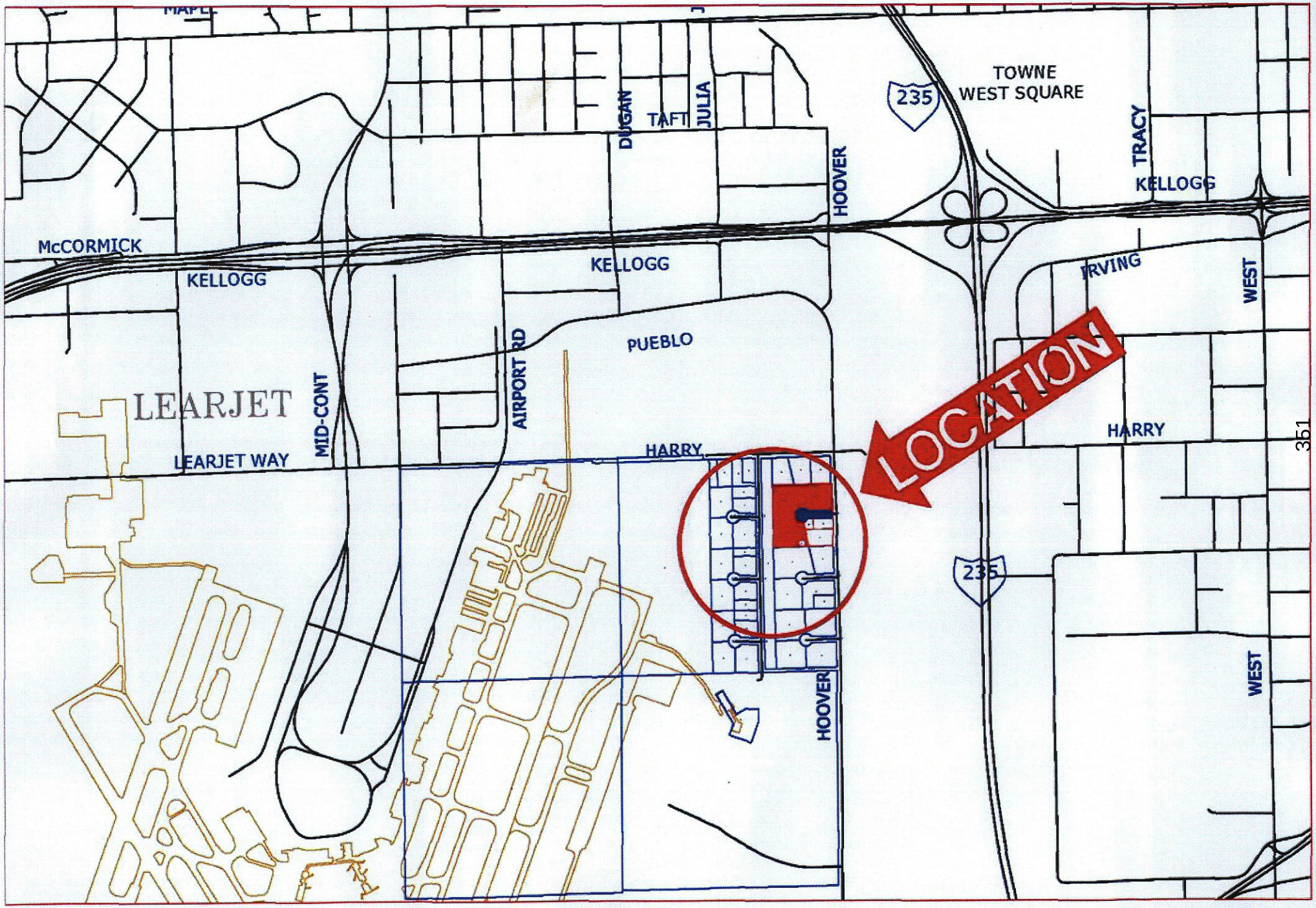
Analysis: The project will provide paving on Hoover Court; south of Harry Street, west of Hoover Street.

Financial Considerations: The original estimated project cost was $174,000. The revised project estimate is $246,000, with the total amount being assessed to the improvement district. Assessment is on a square foot basis. The estimated assessment to individual properties is $0.58 per square foot of ownership. The estimates do not include financing costs that will be incurred during the design, construction, or bonding phases of the project. Since the district is within an existing commercial area, the project will be funded by 15-year bonds.

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

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

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


MAPLE
DUGAN
TAFT
JULIA
235
TOWNE
WEST SQUARE
TRACY
KELLOGG
HOOVER
McCORMICK
KELLOGG
KELLOGG
IRVING
WEST
PUEBLO
LOCATION
LEARJET
MID-CONT
AIRPORT RD
HARRY
HARRY
LEARJET WAY
235
WEST
HOOVER

Project Request

○ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ○ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 87%

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

ENGINEERING REFERENCE #: 472-85067

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

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: Sep 10, 2013 REQUEST DATE:

PROJECT # : 490307 PROJECT TITLE: Hoover Court

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Hoover Court

OCA # : 766289 OCA TITLE: Hoover Court

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

PROJECT MANAGER: Tim Davidson PHONE #: 268-4455

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	$187,920.00	$58,080.00	$246,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$187,920.00	$58,080.00	$246,000.00

Expense Object Level 3			
2999 Contractuals	$187,920.00	$58,080.00	$246,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$187,920.00	$58,080.00	$246,000.00

NOTES:

Original budget $174k. 8 mos crawl added 4/2013, new total $187,920.

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jan DATE: 08/21/13

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

RECEIVED

AUG 15 '13

CITY CLERK OFFICE

PAVING PETITION

REVISED 8.14.13

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

472-85067

AIRPORT INDUSTRIAL PARK
Lots 4 and 15, Block 2

PARCEL 'A'

Lot 5, Block 2, Airport Industrial Park, Wichita, Sedgwick County, Kansas, EXCEPT that part of said Lot 5, Block 2, described as: Commencing at the southeast corner of said Lot 5, Block 2; thence N27°56'56"W, a distance of 113.55 feet to the point of beginning of said tract on the west line of a 30 foot Texas-Cities Service Pipeline Easement as shown on said Airport Industrial Park plat; thence S12°37'44"E, along said west line, a distance of 24.42 feet; thence S01°28'40"E, a distance of 76.61 feet; thence S88°31'20"W, a distance of 100.00 feet; thence N01°28'40"W, a distance of 100.57 feet; thence N88°31'20"E, a distance of 95.28 feet to the point of beginning.

PARCEL 'B'

That part of Lot 5, Block 2, Airport Industrial Park, Wichita, Sedgwick County, Kansas described as: Commencing at the southeast corner of said Lot 5, Block 2; thence N27°56'56"W, a distance of 113.55 feet to the point of beginning of said tract on the west line of a 30 foot Texas-Cities Service Pipeline Easement as shown on said Airport Industrial Park plat; thence S12°37'44"E, along said west line, a distance of 24.42 feet; thence S01°28'40"E, a distance of 76.61 feet; thence S88°31'20"W, a distance of 100.00 feet; thence N01°28'40"W, a distance of 100.57 feet; thence N88°31'20"E, a distance of 95.28 feet to the point of beginning.

PARCEL 'D'

Beginning at the northeast corner of Lot 14, Block 2, Airport Industrial Park, Wichita, Sedgwick County, Kansas; thence south along the east side of said Lot 14, a distance of 127.48 feet; thence west parallel with the north line of said Lot 14, a distance of 235.31 feet; thence northwesterly 127.72 feet to a point on the north line and 242.70 feet west of the northeast corner of said Lot 14; thence east 242.70 feet to the point of beginning.

PARCEL 'E'

That part of Lot 14, Block 2, Airport Industrial Park, Wichita, Sedgwick County, Kansas described as commencing at the northeast corner of said

Lot 14; thence south, along the east line of said Lot 14, 127.48 feet; thence west, parallel with the north line of said Lot 14, 235.31 feet to the point of beginning; thence continuing west, parallel with the north line of said Lot 14, 100.75 feet to a point on the west line of said Lot 14; thence northwesterly, along said west line, 94.68 feet to the northwesterly corner of said Lot 14; thence along the northwesterly line of said Lot 14 along a curve having a radius of 75 feet, an arc distance of 60.49 feet to a point on the north line of said Lot 14; thence east along said north line 63.59 feet to a point 242.70 feet west of the northeast corner of said Lot 14; thence southeasterly 127.72 feet to the point of beginning.

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

(a) That there be constructed pavement on Hoover Court (Lots 4, 5, 14, and 15, Block 2) from the west line of Hoover Avenue, west to and including the cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of thirty-six (36) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of forty (40) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement being Two Hundred Forty-Six Thousand Dollars ($246,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after September 1, 2012.

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

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

improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
AIRPORT INDUSTRIAL PARK ADDITION Lot 4, Block 2 Lot 15, Block 2 **PARCEL 'A'**	Donham Properties, LLC By: _____ Kelly L. Donham, President	8/14/12
PARCEL 'B'	Global Signal Acquisitions IV, LLC By: _____	
PARCEL 'D'	Banner Acquisition IV Corp. By: _____	
PARCEL 'E'	American Tower, L.P. By: _____	

AFFIDAVIT

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

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 15 day of August 2013.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deputy City Clerk

132019

First Published in the Wichita Eagle on September 13, 2013

RESOLUTION NO. 13-165

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **HOOVER COURT (LOTS 4, 5, 14, AND 15, BLOCK 2) FROM THE WEST LINE OF HOOVER AVENUE, WEST TO AND INCLUDING THE CUL-DE-SAC (SOUTH OF HARRY, WEST OF HOOVER) 472-85067** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **HOOVER COURT (LOTS 4, 5, 14, AND 15, BLOCK 2) FROM THE WEST LINE OF HOOVER AVENUE, WEST TO AND INCLUDING THE CUL-DE-SAC (SOUTH OF HARRY, WEST OF HOOVER) 472-85067** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 12-250** adopted on **December 4, 2012** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to pave **Hoover Court (Lots 4, 5, 14, and 15, Block 2) from the west line of Hoover Avenue, west to and including the cul-de-sac (south of Harry, west of Hoover) 472-85067.**

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Hundred Forty-Six Thousand Dollars ($246,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2012**, exclusive of the costs of temporary financing.

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

AIRPORT INDUSTRIAL PARK
Lots 4 and 15, Block 2

PARCEL 'A'
Lot 5, Block 2, Airport Industrial Park, Wichita, Sedgwick County, Kansas, EXCEPT that part of said Lot 5, Block 2, described as: Commencing at the southeast corner of said Lot 5, Block 2; thence N27˚56'56"W, a distance of 113.55 feet to the point of beginning of said tract on the west line of a 30 foot Texas-Cities Service Pipeline Easement as shown on said Airport Industrial Park plat; thence S12˚37'44"E, along said west line, a distance of 24.42 feet; thence S01˚28'40"E, a distance of 76.61 feet; thence S88˚31'20"W, a distance of 100.00 feet; thence N01˚28'40"W, a distance of 100.57 feet; thence N88˚31'20"E, a distance of 95.28 feet to the point of beginning.

PARCEL 'B'

That part of Lot 5, Block 2, Airport Industrial Park, Wichita, Sedgwick County, Kansas described as: Commencing at the southeast corner of said Lot 5, Block 2; thence N27˚56'56"W, a distance of 113.55 feet to the point of beginning of said tract on the west line of a 30 foot Texas-Cities Service Pipeline Easement as shown on said Airport Industrial Park plat; thence S12˚37'44"E, along said west line, a distance of 24.42 feet; thence S01˚28'40"E, a distance of 76.61 feet; thence S88˚31'20"W, a distance of 100.00 feet; thence N01˚28'40"W, a distance of 100.57 feet; thence N88˚31'20"E, a distance of 95.28 feet to the point of beginning.

PARCEL 'D'

Beginning at the northeast corner of Lot 14, Block 2, Airport Industrial Park, Wichita, Sedgwick County, Kansas; thence south along the east side of said Lot 14, a distance of 127.48 feet; thence west parallel with the north line of said Lot 14, a distance of 235.31 feet; thence northwesterly 127.72 feet to a point on the north line and 242.70 feet west of the northeast corner of said Lot 14; thence east 242.70 feet to the point of beginning.

PARCEL 'E'

That part of Lot 14, Block 2, Airport Industrial Park, Wichita, Sedgwick County, Kansas described as commencing at the northeast corner of said Lot 14; thence south, along the east line of said Lot 14, 127.48 feet; thence west, parallel with the north line of said Lot 14, 235.31 feet to the point of beginning; thence continuing west, parallel with the north line of said Lot 14, 100.75 feet to a point on the west line of said Lot 14; thence northwesterly, along said west line, 94.68 feet to the northwesterly corner of said Lot 14; thence along the northwesterly line of said Lot 14 along a curve having a radius of 75 feet, an arc distance of 60.49 feet to a point on the north line of said Lot 14; thence east along said north line 63.59 feet to a point 242.70 feet west of the northeast corner of said Lot 14; thence southeasterly 127.72 feet to the point of beginning.

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

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

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

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

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

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

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

PASSED by the governing body of the City of Wichita, Kansas this 10th day of

September, 2013.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

Second Reading Ordinances for September 10, 2013 (first read on August 27)

A. **Acquisition by Eminent Domain of Tracts Required for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI), 2013)**

ORDINANCE NO. 49-566

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE IMPROVEMENT OF AMIDON AVENUE FROM 21ST STREET NORTH TO 29TH STREET NORTH IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

B. **2012-2013 Railroad Crossing Improvement Program. (Districts III, IV, and VI)**

ORDINANCE NO. 49-567

AN ORDINANCE DECLARING SOUTHWEST BLVD, MAPLE, CENTRAL, LINCOLN, SANTA FE, ST. FRANCIS, EMPORIA, TOPEKA, BROADWAY, MARKET AND MAIN STREETS AT THE KANSAS AND OKLAHOMA RAILROAD TRACKS; 16TH STREET NORTH, 17TH STREET NORTH, AND 21ST STREET NORTH, AT THE BURLINGTON NORTHERN SANTA FE RAILROAD TRACKS; 21ST STREET NORTH, AT THE WICHITA TERMINAL ASSOCIATION RAILROAD TRACKS; AND 18TH STREET NORTH, 19TH STREET NORTH, 37TH STREET NORTH, LINCOLN, BAYLEY, ZIMMERLY, BOSTON, HARRY, OSIE, FUNSTON, SKINNER, MT. VERNON, CLARK, AND KINKAID STREETS, AT THE UNION PACIFIC RAILROAD TRACKS (RAILROAD CROSSING IMPROVEMENT PROGRAM) (472-85115), TO BE A MAIN TRAFFICWAYS WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAYS; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

C. **ZON2012-15 City zone change request from LI Limited Industrial to GO General Office, generally located north of 13th Street and east of Webb Road. (District II)**

ORDINANCE NO. 49-568

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. **ZON2013-00016 Zone change request from SF-5 Single-family Residential to TF-3 Two – family Residential on property located at the southeast corner of Garland Avenue and 14th Street North, 1430 North Garland Avenue. (District VI)**

ORDINANCE NO. 49-569

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

E. **Resolution Setting a Public Hearing for the Adoption of a Redevelopment Project Plan (Tax Increment Financing) for the Exchange Place Project (District VI)**

ORDINANCE NO. 49-570

AN ORDINANCE AMENDING ORDINANCE NO. 48-124 OF THE CITY OF WICHITA, KANSAS RELATING TO A NON-SUBSTANTIAL CHANGE TO THE DISTRICT PLAN FOR THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT.

City of Wichita
City Council Meeting
September 10, 2013

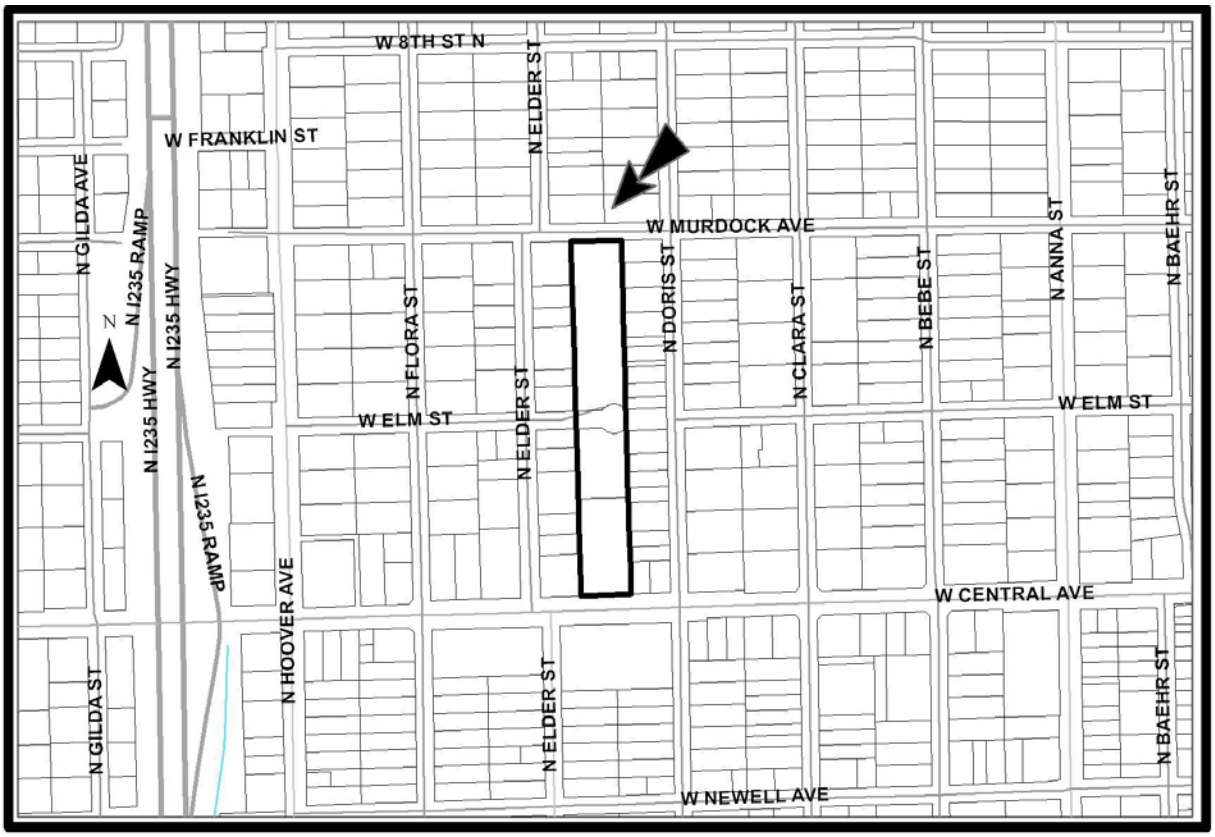
TO: Mayor and City Council

SUBJECT: PUD2012-00001 – Extension of time to complete the platting requirement for a City Planned Unit Development request from SF-5 Single-family Residential zoning to create PUD #37, the Nahola Planned Unit Development; generally located east of I-235, between Central and Murdock Avenues, and between Elder and Doris Streets. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPD Staff Recommendation: Approve a one-year extension of the platting deadline to May 22, 2014.



Background: On May 22, 2012, the City Council approved a zone change from SF-5 Single-family Residential to PUD #37, the Nahola Planned Unit Development subject to conditions and subject to platting the property within one year. As the attached letter indicates, the applicant has begun development process but has yet to complete the final plat.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the zone change null and void, and would require reapplication and rehearing if the property owner still desired a zone change.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendation/Actions: It is recommended that the City Council approve an extension of the platting deadline to May 22, 2014.

POE & ASSOCIATES, INC. CONSULTING ENGINEERS
5940 E. Central, Suite 200 (316) 685-4114
Wichita, Kansas 67208 FAX: (316) 685-4444

August 8, 2012

VIA EMAIL
dmiller@wichita.gov

Mr. Dale Miller
Metropolitan Area Planning Dept.
455 N. Main, 10th Floor
Wichita, KS 67202

RE: NAHOLA PLANNED UNIT DEVELOMENT
PUD2012-00001

Dear Dale:

We hereby request a one-year platting extension as required by the zoning.

Over the past year, the property owner has been working diligently on obtaining financing for the project. Additionally, a petition project was recently completed to extend a public main to the site for domestic use and fire protection to allow development of the site. We believe it appropriate to move forward at this time with the platting of the property.

Thank you in advance for your assistance and please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

Tim Austin, PE

Cc: Ms. Nancy Loescher
Mr. Rick Brown

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

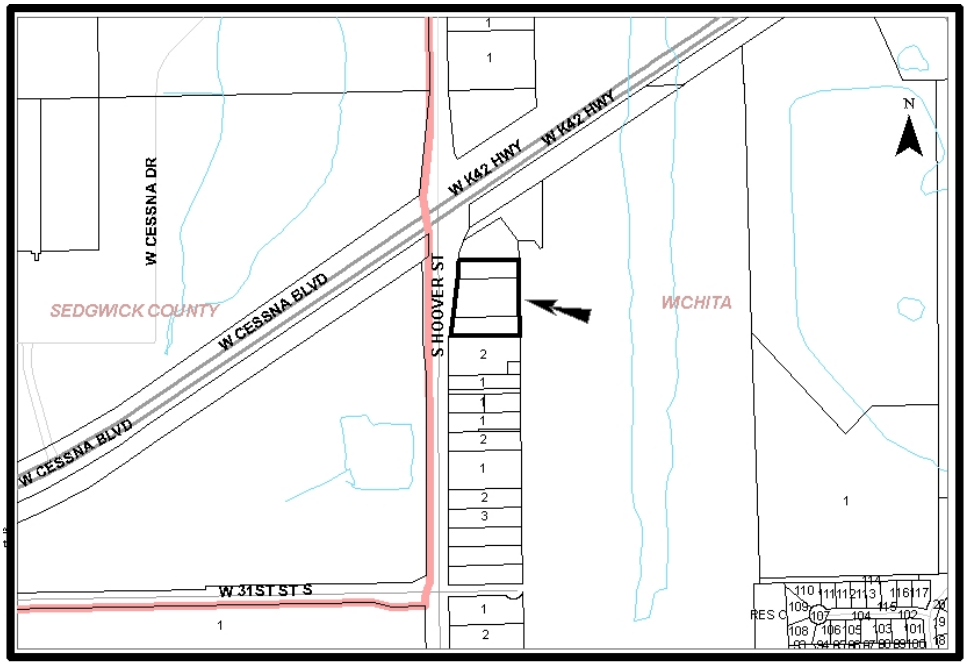
SUBJECT: SUB2013-00022 -- Plat of Markland Addition located on the east side of Hoover, north of 31st Street South (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

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



Background: The site, consisting of one lot on 3.41 acres, is zoned LI Limited Industrial.

Analysis: Water service is available to serve the site. The site has been approved by the City's Environmental Health Department for the use of on-site sanitary sewer facilities. The applicant has submitted a 100 percent Petition and a Certificate of Petition for future sewer improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. A Restrictive Covenant was required assuring that only residential-type wastes would be generated until such time as a municipal sewer system is available.

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

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

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petition, Restrictive Covenants and Resolution as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, and adopt the Resolution.

Attachments: Certificate of Petition.
Restrictive Covenants.
Resolution.

132019

First Published in the Wichita Eagle on September 13, 2013

RESOLUTION NO. 13-170

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 542, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF MACARTHUR, WEST OF WEST ST.) 468-84900** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 542, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF MACARTHUR, WEST OF WEST ST.) 468-84900** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 542, Southwest Interceptor Sewer (south of MacArthur, west of West St.) 468-84900.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Six Thousand Dollars ($106,000)** exclusive of the cost of interest on borrowed money, with 50 percent payable by subsequent petition(s) which exclude(s) the improvement district herein described, such that 100% of costs will be subject to assessment as a result of petitions by subject landholders. Lateral sanitary sewer work shall be delayed until such time as submitted petitions support assessment 100% of the improvement costs. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **July 1, 2013**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Seven Thousand Four Hundred Thirty-Three Dollars ($7,433)

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

MARKLAND ADDITION
Lot 1, Block 1

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

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That Lot 1, Block 1, MARKLAND ADDITION, Wichita, Sedgwick County, Kansas be liable for 50/100 of the lateral sanitary sewer cost payable by the improvement district, and that said MARKLAND ADDITION shall be liable for 100/100 of the total cost of the main benefit fee ($7433.00) stated in this petition.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 10th day of September, 2013.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF, DIRECTOR OF LAW

CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

I, Mike Marks, Member of ~~Marksland~~ MARKLAND L.L.C., owner of Markland Addition, Wichita, Sedgwick County, Kansas, do hereby certify that a petition for the following improvements has been submitted to the City Council of the City of Wichita, Kansas:

1. Lateral Sanitary Sewer Improvements (Interior)

As a result of the above-mentioned petition for improvements, the lot or portions thereof within Markland Addition, Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 21ST day of JUNE, 2013.

~~MARKSLAND~~ MARKLAND L.L.C.

Mike Marks, Member

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

The foregoing instrument was acknowledged before me this 21ST day of JUNE 2013, by Mike Marks, Member of ~~Marksland~~ MARKLAND L.L.C., owner of Markland Addition, Wichita, Sedgwick County, Kansas.

Seal or Stamp

WILLIAM K. CLEVENGER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 11/15/16

William K. Clevenger, Notary Public
(signature of notary officer)

My appointment expires: NOVEMBER 15, 2016.

~~Approved as to form:~~

~~Gary E. Rebenstorf, Director of Law~~

COPY

RESTRICTIVE COVENANT

This covenant, executed this 13th day of August, 2013.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Markland Addition, Wichita, Sedgwick County, Kansas,

WHEREAS, as a part of the platting process, certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Department regarding the maintenance of the Reserve being platted with the Addition.

NOW THEREFORE, the undersigned does hereby subject Markland Addition, Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Maintenance of Reserve A, Markland Addition, Wichita, Sedgwick County, Kansas, shall be the responsibility of the owner(s) of Lot 1, Block 1 in said addition.

2. In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage improvements within said Reserve situated in Markland Addition, Wichita, Sedgwick County, Kansas, the appropriate governing body may serve a written Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to maintain the drainage improvements. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may fulfill the obligations. If said obligation is not fulfilled within the time specified, the appropriate governing body, in order to preserve the taxable value of the property within the Addition, to insure proper functioning of the drainage improvements or to prevent the reserve from becoming a nuisance, may enter upon said Reserve and perform the obligations listed in the Notice of Delinquency. All costs incurred by the governing body, in carrying out the obligations of the undersigned may be assessed against the Reserve situated in Markland Addition, Wichita, Sedgwick County, Kansas, in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserve. Should the undersigned, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice of Delinquency are not proper for any reason, may, within the twenty-day period to be provided in said notice, apply for a hearing before the governing body having jurisdiction over the Notice of Delinquency, to appeal said assessments and any further proceedings with respect to such appeal.

3. This covenant is binding on the owners, their successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.

4. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

MARKLAND L.L.C.

Mike Marks, Managing Member

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

The foregoing instrument was acknowledged before me this 13th day of August 2013, by Mike Marks, Managing Member of Markland L.L.C., owner of Markland Addition, Wichita, Sedgwick County, Kansas.

Seal or Stamp

STACIE L. SAVAIANO
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 11/15/14

, Notary Public
(signature of notary officer)

My appointment expires: November 15th 2016.

Approved as to form:

.
Gary E. Rebenstorf, Director of Law

COPY

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT made this 16TH day of AUGUST, 2013, by Mike Marks, Managing Member of Markland L.L.C., hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described real property, to-wit:

Lot 1, Block 1, Markland Addition, Wichita, Sedgwick County, Kansas.

WHEREAS, the above-described real property does not presently have access to a public sanitary sewer system,

and

WHEREAS, the Declarant has voluntarily chosed to impose restrictions on the development and sewer usage for the subject property as a condition of the platting process.

NOW, THEREFORE, Declarant hereby restrict the above described real property as follows:

1. Only domestic sewage and domestic gray water shall drain into a septic system, if a septic system is approved. No wastewater generated from equipment or tool washing, or from commercial or business operations shall drain into the system. No floor drains shall be connected to the system.

2. Only domestic sewage and domestic gray water shall drain into an on-site alternative sewer system, if an on-site alternative sewer system is approved. No wastewater generated from equipment or tool washing, or from commercial or business operations shall drain into the system. No floor drains shall be connected to the system.

3. A sewage holding tank may be approved if determined to suit the needs of the facilities by the Sedgwick County Code Enforcement Office or appropriate governing body at time of permit application.

4. Upon issuance of a holding tank permit, the property owner shall enter into a contract with a license septic waste hauler to pump the sewage holding tank and dispose of the waste on a regular basis often enough to prevent overflow of the tank. A copy of the current contract must be furnished to the Sedgwick County Code Enforcement Office or appropriate governing body at the time of permit application. The owner shall maintain pumping records including receipts and manifests of disposal and provide them for inspection upon request by the Sedgwick County Code Enforcement Office or appropriate governing body at time of permit application.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of City of Wichita and or County. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas. However, this covenant shall become null and void upon the extension and connection to a public sanitary sewer system.

This restrictive covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title for the above described real property located in Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

MARKLAND L.L.C.

Mike Marks, Managing Member

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 16TH day of AUGUST, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Mike Marks, Managing Member of Markland L.L.C., owner of Markland Addition, Wichita, Sedgwick County, Kansas, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

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

WILLIAM K. CLEVENGER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 11/15/16

William K. Clevenger

Notary Public

(My Commission Expires: 11/15/16)

SEAL

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
September 10, 2013

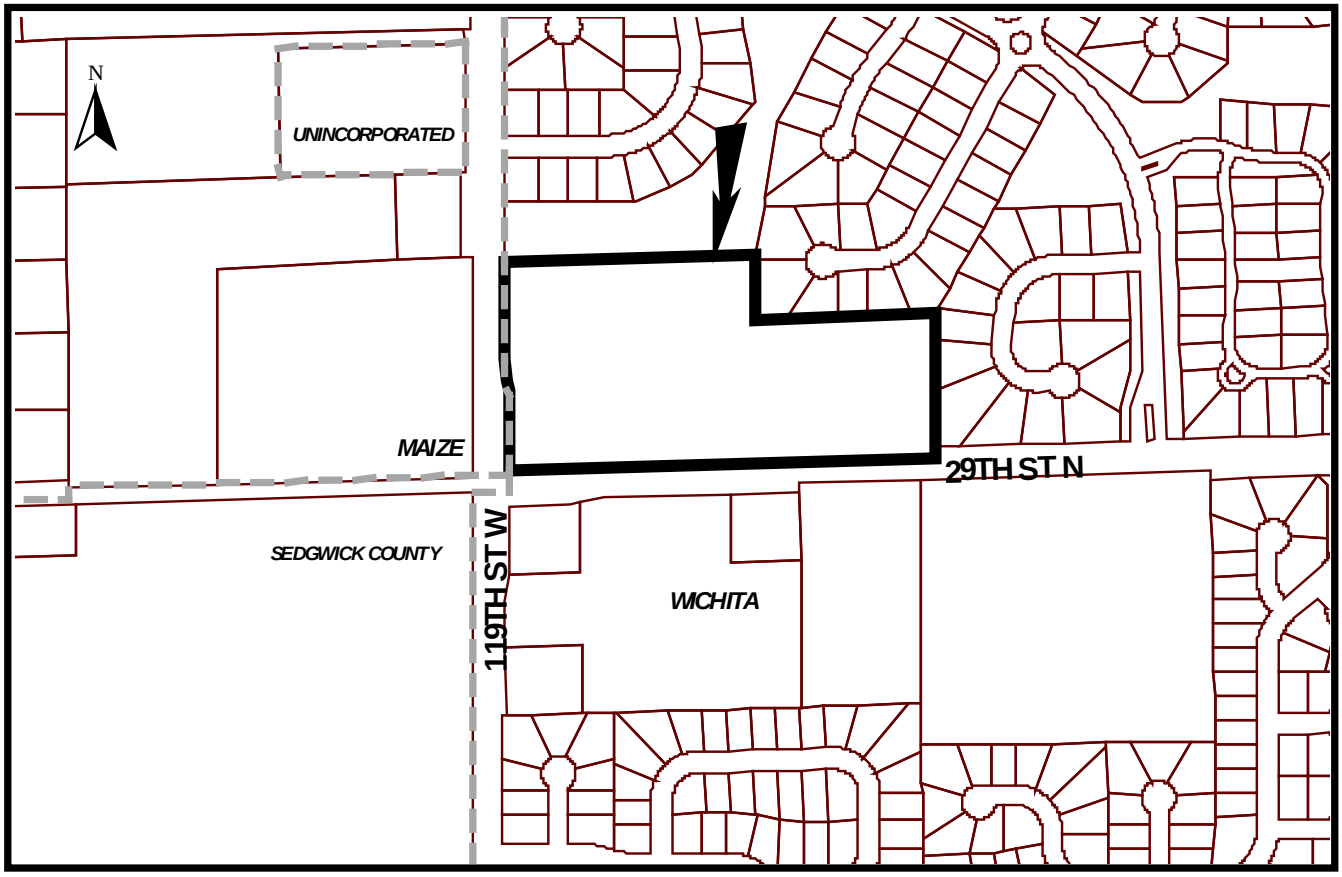
TO: Mayor and City Council

SUBJECT: ZON2006-00008 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-Family Residential to LC Limited Commercial and GO General Office; generally located on the northeast corner of 29th Street North and 119th Street West (associated with CUP2006-07, DP296) (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPD Staff Recommendation: Approve a one-year extension of the platting deadline to May 8, 2014.



Background: On May 9, 2006, the City Council approved the zone change from SF-5 Single-family Residential to LC Limited Commercial and GO General Office (associated with CUP2006-07, DP296) subject to the condition of platting the property within one year. As the attached letter indicates, the applicant has begun the platting process but has yet to complete the final plat. The applicant was approved for two previous plat extensions to May 8, 2013; the applicant requests an additional one year platting extension to May 8, 2014.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the zone change null and void, and would require reapplication and rehearing if the property owner still desired a zone change.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendation/Actions: It is recommended that the City Council approve an extension of the platting deadline to May 8, 2014.

Baughman

August 12, 2013

John Schlegel, Director of Planning
Planning Department
10th Floor - City Hall
455 North Main
Wichita, Kansas 67202

RE: Request for a Platting Extension for approved zoning case ZON2006-08, located on the NE corner of 29th St. N. and 119th St. W., Wichita, Sedgwick County, Kansas.

Dear Mr. Schlegel:

As agent for the applicant, our office is requesting a one year time extension to complete the platting for the above referenced matter. This zone change case was approved at Planning Commission on April 6, 2007. On May 15, 2007, we filed a preliminary plat which was subsequently approved at the Subdivision Committee meeting that was held on June 14, 2007. Our client then requested that we put this project on hold.

At this time, our client is prepared to complete the platting process on this property. We are enclosing our check in the amount of $110.00 for the required Platting Extension filing fee.

If you have any questions about this request, please contact our office at 262-7271.

Sincerely,
Baughman Company, P.A.

Philip J. Meyer, L.A.
Vice-President

cc: Geraldine Faber
file

RECEIVED
AUG 12 2013
BY:

ENGINEERING
SURVEYING
PLANNING
LANDSCAPE ARCHITECTURE

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

City of Wichita
City Council Meeting
September 10, 2013

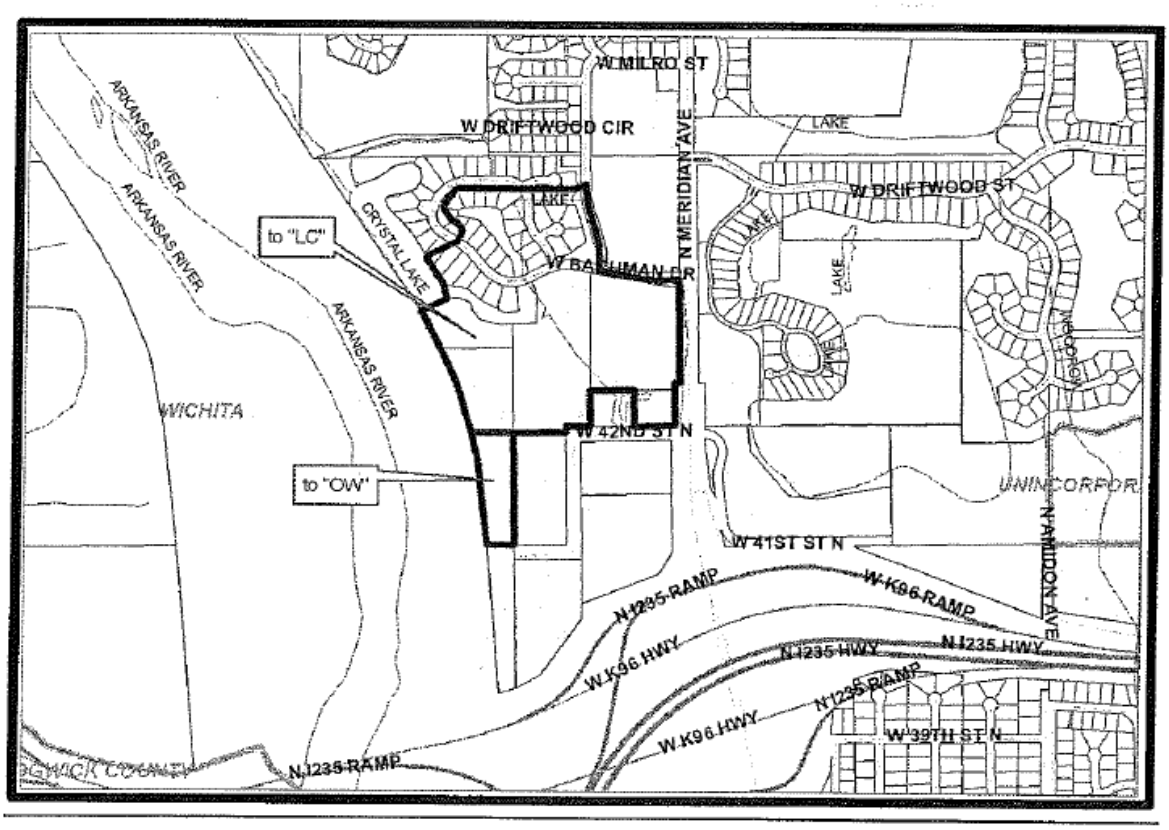
TO: Mayor and City Council

SUBJECT: ZON2010-00028– Extension of time to complete the platting requirement for a zone change from SF-5 Single-family Residential to LC Limited Commercial and OW Office Warehouse, generally located west of North Meridian Avenue and north of K-96. (CUP 2010-00016) (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPD Staff Recommendation: Approve a two-year extension of the platting deadline to September 21, 2013.



Background: On September 21, 2010, the City Council approved the zone change from SF-5 Single-family Residential to LC Limited Commercial and OW Office Warehouse (associated with CUP2010-16) subject to conditions and subject to platting the property within one year. As the attached letter indicates, the applicant has begun the platting process but has yet to complete the final plat.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the zone change null and void, and would require reapplication and rehearing if the property owner still desired a zone change.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendation/Actions: It is recommended that the City Council approve an extension of the platting deadline to September 21, 2013.

Baughman

August 12, 2013

John Schlegel, Director of Planning
Planning Department
10th Floor - City Hall
455 North Main
Wichita, Kansas 67202

RE: Request for a Platting Extension for approved zoning case ZON2010-28, located South of 45th St. N., West side of Meridian, Wichita, Sedgwick County, Kansas.

Dear Mr. Schlegel:

As agent for the applicant, our office is requesting a two year time extension to complete the platting for the above referenced matter. This zone change case was approved at City Council on September 21, 2010. On October 27, 2011 the preliminary plat was approved at the Subdivision Committee meeting that was held on October 27, 2011 and the Final Plat was approved on February 23, 2012. The Final Plat was approved at the Planning Commission meeting that was held on March 1, 2012. At this time, based on economic conditions, our client would like to hold off on recording this plat.

We are enclosing our check in the amount of $110.00 for the required Platting Extension filing fee.

If you have any questions about this request, please contact our office at 262-7271.

Sincerely,
Baughman Company, P.A.

Philip J. Meyer, L.A.
Vice-President

cc: Kurt and Brad Bachman
file

RECEIVED
AUG 12 2013
BY: UM

ENGINEERING
SURVEYING
PLANNING
LANDSCAPE ARCHITECTURE

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

Agenda Report No. II-25

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

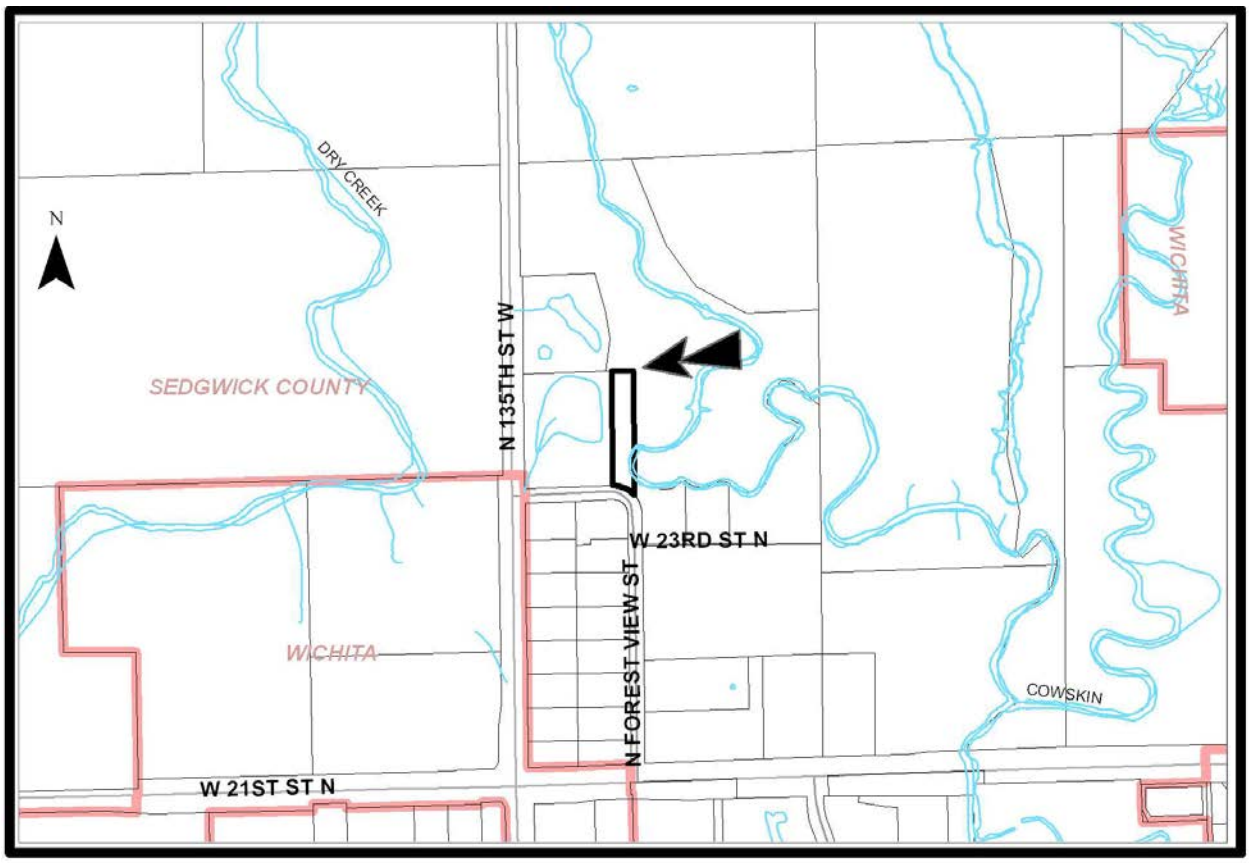
SUBJECT: VAC2012-00048 - Request to vacate a portion of a platted lot; generally located north of 21st Street North, east of 135th Street West, on the northeast side of Forest View Street. (District III – City of Wichita's 3-mile ring)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPD Staff Recommendations: The MAPD staff recommended approval.

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



Background: The applicant proposes to vacate the east 92.45 feet of Lot 1, Block 1, Forest View Addition. The applicant owns the eastern abutting, unplatted, 20.39-acres. The applicant's purchase of the portion of Lot 1, allows better access to his unplatted property. There are no platted easements or utilities in the subject property. A portion of the site is located in FEMA Flood Zones and Floodway; Cowskin Creek drainage. The Forest View Addition was recorded with the Register of Deeds January 31, 1958.

Analysis: The MAPC voted (10-0) 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. Because the site is located in Sedgwick County, but within the City of Wichita's three-mile ring subdivision jurisdiction, consideration and recommendation by the Wichita City Council, and consideration and final action by the Sedgwick County Board of County Commissioners is required. The Sedgwick County Board of County Commissioners will consider this item at its September 10, 2013, meeting as a consent item.

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

Legal Considerations: The Law Department has reviewed and approved the Vacation Order as to form. A certified copy of the 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 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 PORTION OF A PLATTED LOT	)	
GENERALLY LOCATED NORTH OF 21ST STREET NORTH, EAST OF 135TH STREET WEST ON THE NORTHEAST SIDE OF FOREST VIEW STREET	)	**Case No. VAC2012-00048**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 2nd day of July, 2013, comes on for hearing the petition for vacation filed by Greg D. Robson (owner), praying for the vacation of the following described portion of a platted lot, to-wit:

That part of Lot 1, Block 1, Forest View Addition, Sedgwick County, Kansas; described as COMMENCEING at the Southwest corner thereof; THENCE N88°50'00"E along the South line of said Lot 1, 372.55 feet to the point of BEGINNING, said point being a P.C. of a curve to the right having a radius of 121 feet; THENCE along said curve 104.21 feet to the Southeast corner of said Lot 1; THENCE N0°00'00"E along the East line of said Lot 1, 528.47 feet to the Northeast corner of said Lot 1; THENCE S88°50'06"W along the North line of said Lot 1, 100.27 feet; THENCE S1°19'09"W, 24.98 feet; THENCE S0°02'29"E, 460.93 feet to the point of BEGINNING.

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 January 17, 2013, 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 above-described portion of the platted lot and the public will suffer no loss or inconvenience thereby.

3. Because this vacation case is located in the Sedgwick County, but within the City of Wichita's 3-mile ring subdivision jurisdiction it will proceed to the September 11, 2013, Sedgwick County Board of County Commissioner's for final action, after today's recommendation by the Wichita City Council.

4. A covenant has been filed with the Register of Deeds (DOC#/FLM-PG: 29399688) binding and tying the above described vacated portion of the platted lot to the following described unplatted tract: Begin at the NW cor. of the SW/4; th. E 1295'; th. S to Drycreek; th. Sly & Wly along the creek to the E line of Lot 1, Blk 1 Forest View Add.; th. N to the NE cor. of lot 1; th. W to the W line of the SW/4; th. N to begin EXC begin 1746' N of the SW cor. of the SW/4; th. N 409'; th. E 358.5'; th. SE 171.09'; th. Sly 112.75'; th. S to a point E of begin; th. W to begin & EXC begin 1295' E & 1974' N of the SW cor. of the SW/4; th. Wly 301.50'; th. NW 245'; th. NW 220'; th. NW 390.69' to the N line of the SW/4; th. E along the N line 785.29' to a point N of begin; th. S 659.32' to begin & EXC the W 40' for road, 1-27-2W

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

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 portion of the platted lot should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 10th day of September, 2013, ordered that the above-described portion of the platted lot is hereby recommended for vacation, upon final action by the Sedgwick County Board of County Commission. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary Rebenstorf, Director of Law

Agenda Report No. II-26

City of Wichita
City Council Meeting
September 10, 2013

TO: Mayor and City Council

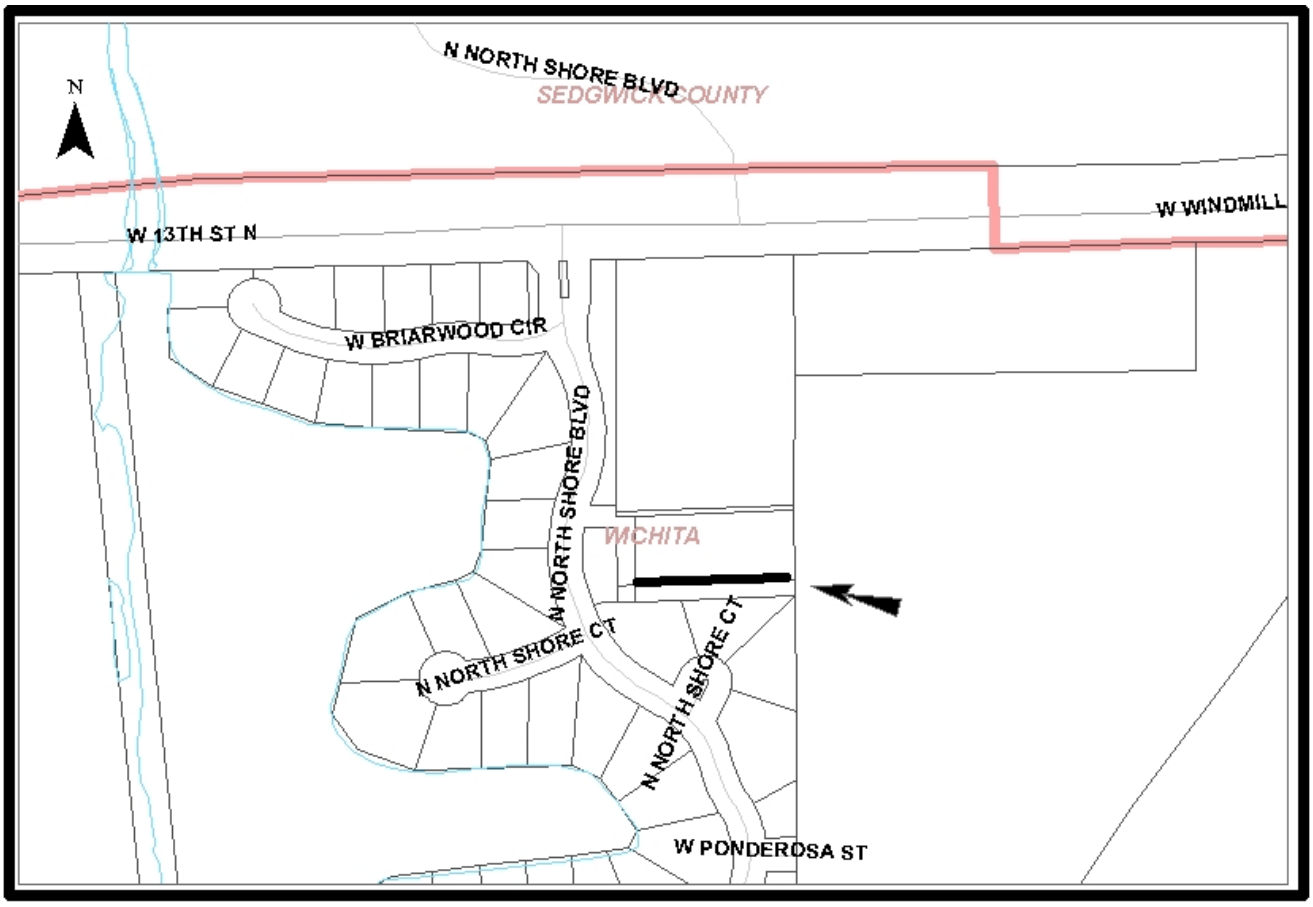
SUBJECT: VAC2013-00018 - Request to vacate a platted easement, on property generally located east of Ridge Road, south of 13th Street North, on the east side of North Shore Boulevard (WCC #V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPD Staff Recommendations: The MAPD staff recommended approval.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request (9-0).



Background: The applicant proposes to vacate the platted east-west 10-foot wide utility easement (subject easement) that runs parallel to the south lot line of Lot 1, Gary Edminster Addition. Since the recording of the Gary Edminster Addition (March 14, 1984) the applicant has acquired another, unplatted 0.2-acres (approximately 30 feet {x} 335 feet) of land located along the south side of the subject easement. There is a sewer manhole in the east end of the subject easement, which intersects with a platted north-south 10-foot wide utility easement that runs parallel to the east lot line of Lot 1, Gary Edminster Addition. The north-south easement has a sewer line in it. The applicant has provided a dedication of utility easement to cover the sewer manhole and sewer line. There are no other utilities located in the easement.

Analysis: The MAPC voted (9-0) 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 and a dedication of a public utility easement. A certified copy of the Vacation Order and the dedication of a public utility easement 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 and authorize the necessary signatures.

Attachment:

- Dedication of a public utility easement

COPY

PUBLIC UTILITY EASEMENT

Form 42-016

THIS EASEMENT made this 15th day of August, 2013,

by and between Gary K. Edminster, Trustee of the Gary K. Edminster Revocable Trust dated February 16th, 2009, 1306 N. Northshore Blvd., Wichita, KS 67212

of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party right-of-way and easement for the purpose of construction and maintenance of utilities along and under the following described real estate situated in Sedgwick, County, Kansas, to wit:

Parcel 1:
The East 17.5 feet of the South 10 feet of Lot 1, Gary Edminster Addition, Wichita, Kansas (Sedgwick County, Kansas).

Parcel 2:
The East 17.5 feet of the South 10 feet of the North 670 feet of the NW1/4 of Sec. 15, Twp. 27-S, R-1-W of the 6th P.M., Sedgwick County, Kansas.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

Trustee of The Gary K. Edminster
Revocable Trust dated February 16th, 2009,
1306 N. Northshore Blvd., Wichita, KS 67212

Gary K. Edminster, Trustee

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid came Gary K. Edminster, Trustee of the Gary K. Edminster Revocable Trust dated February 16th, 2009, 1306 N. Northshore Blvd., Wichita, KS 67212

to me personally known to be the same persons who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 15th day of August, 2013.

Linda S Hamby
Notary Public

(My Appointment Expires 10/30/15)

LINDA S. HAMBY
NOTARY PUBLIC
STATE OF KANSAS

(My Appointment Expires:)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

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

IN THE MATTER OF THE VACATION OF A	**)**	
PORTION OF A PLATTED UTILITY EASEMENT	**)**	
	)	
GENERALLY LOCATED EAST OF RIDGE ROAD	**)**	**Case No. VAC2013-00018**
SOUTH OF 13th STREET NORTH, ON THE EAST	**)**	
SIDE OF NORTH SHORE BOULEVARD	**)**	
	)	
	)	
MORE FULLY DESCRIBED BELOW	**)**	

VACATION ORDER

NOW on this 12th day of September 10, 2013, comes on for hearing the petition for vacation filed by the Gary K. Edminster Revocable Trust, c/o Gary K. Edminster, Trustee (owner), praying for the vacation of the following described portion of a platted utility easement, to-wit:

The South 10 feet of Lot 1, except the East 17.5 feet thereof, Gary Edminster Addition, Wichita, Kansas (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 June 20, 2013, 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

above-described portion of the platted utility easement 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 utility easement dedicated by separate instrument will be filed with this Vacation Order at the Sedgwick County Register of Deeds.

5. 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.

6. The vacation of the described portion of the platted utility easement should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 10th day of September, 2013, ordered that the above-described portion of the platted easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
September 10, 2013

TO: Wichita Airport Authority

SUBJECT: Airport Advertising Contract – Wichita State University
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: The Wichita Airport Authority (WAA) began an "affinity-based" advertising strategy in 2008 with Wichita State athletics, Kansas State (K-State) University athletics, and the University of Kansas athletics, with the goals of positioning Wichita Mid-Continent as "the State's airport of choice," to reduce leakage to other airports, and to increase passenger and revenue development. Due to the statewide distribution of the college media programs, independent research supports that advertising through these channels reaches the Airport's targeted audience - people who travel, most of whom are typically the business traveler. Sports marketing for Wichita State University (WSU) are handled by CBS Collegiate Sports Properties, Inc., as manager of Shocker Sports Properties, and the contract with the WAA has been renegotiated this year. The KU and K-State contracts are in the second year of existing two-year agreements.

Analysis: The main components in the 2013-2014 WSU contract include TV advertising, courtside signage, social media, and in-venue promotions. The TV advertising will appear statewide during WSU athletic events on Cox Communications, Kansas Now 22, as well as rebroadcasts of all games. Three, 30-second ads will run during 12 men's basketball games, six baseball games, and five broadcasts between women's basketball and volleyball games. WSU's TV production studio will produce the TV spot. Since the contract also includes courtside signage, Mid-Continent Airport's advertisement will be seen not only in Koch Arena, but also on TV broadcasts of Shocker games. The contract includes tickets to four men's basketball home games, two tickets to five home baseball and women's basketball games to be used as contest giveaways.

In addition, Wichita Mid-Continent Airport will be the official sponsor of a season-long campaign at men's basketball games. The Shocker's social media channels, Facebook and Twitter, as well as the Airport's social media and online channels, will be utilized during the season to support the campaign. This will also allow the Airport to measure the effectiveness and reach of this advertising program. The average attendance at men's basketball games is 10,324, at women's basketball is 2,296, and volleyball is 2,501. Television viewers average 54,200 per game. Shockers' Facebook followers are approximately 22,000 and Twitter followers are about 8,000. Airport staff has partnered with marketing students at WSU's Elliott School of Communication to develop the concepts for the TV advertisement and the season-long campaign as their class project. Students were asked to present advertising concepts in a mock Request For Proposals process, and a number of the student ideas will be utilized in the Airport's marketing effort.

Financial Considerations: Funds for the contract amount of $35,000 are included in the approved Airport advertising and marketing budget.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the agreement and authorize the Director of Airports to sign the agreement.

Attachments: Agreement.

SHOCKER SPORTS PROPETIES/CBS COLLEGIATE SPORTS PROPERTIES CORPORATE PARTNERSHIP AGREEMENT

This Partnership Agreement, including all exhibits hereto ("Agreement"), is made on this ___1st___day of _September_____, 2013 (the "Effective Date") by and between _____Wichita Mid-Continent Airport_____ (hereinafter "Client") and CBS COLLEGIATE SPORTS PROPERTIES, INC., as manager of Shocker Sports Properties (hereinafter "CSP").

RECITALS

WHEREAS CSP has contracted with Wichita State University ("WSU") for on-premise signage and multi-media components to be implemented in accordance with Wichita State University and its facilities

and;

WHEREAS, Client desires to be recognized as a sponsor of Shocker Sports Properties on display space and participate in specific multi-media components that comprise the marketing elements of the sponsorship on the terms and conditions specified below;

NOW, THEREFORE, the parties agree as follows:

1. **Sponsorship Rights.** In consideration of Client's timely payment of the Sponsorship Fees. CSP shall provide client the sponsorship display space and marketing components as described in **Exhibit A,** which is attached and incorporated hereto.

2. **Term.** The term of the Agreement and any related licensed rights shall commence on **_September 1, 2013_____**and expire on **___May 1, 2014_____**(the "Term") except as otherwise provided herein.

3. **Sponsorship Fees.** Client shall pay a sponsorship fee of **$35,000** **2013-2014**

   Client payments shall be payable to CBS Collegiate Sports Properties, Inc. in accordance with the following schedule:

   $5,000 per month from September 2013-March 2014

   This Agreement and Client's obligation to pay the sponsorship fees provided herein are unconditional and non-cancelable. If Client fails to make payment due hereunder within thirty (30) days after its due date, there will be a 1.5% fee assessed per month for the amount past due until paid.

4. <u>Program/Publication Preparation.</u>

a. ***CSP Responsibility*.** CSP is responsible for providing broadcast time or publication space for materials prepared by CLIENT OR ITS ASSIGNED AGENCY. Production costs, talent charges, and service charges if any, associated with materials are not covered under this Agreement, but can be obtained from CSP for an additional service fee.

b. ***Approval of Material.*** Materials prepared by CLIENT OR ITS ASSIGNED AGENCY are subject to the approval of CSP and University both as to artistic quality and to broadcast/publication content. Approval will not be unreasonably withheld. In the event the materials are unsatisfactory, CSP, although not required to do so, shall have the right to produce a substitute broadcast/publication as under paragraphs (c) and (d) below. Any approval by CSP hereunder shall not be deemed to be an approval as to conformity with any federal, state, or local laws or regulations governing the advertising.

c. ***Right to Substitute for Nonreceipt – Broadcast.*** In the case of broadcast materials, if CSP does not receive material for any broadcast by the specified due date, CSP shall notify CLIENT OR ITS ASSIGNED AGENCY. Should CSP fail to receive materials for such broadcast at least 24 hours after the specified due date, CSP shall have the right to produce a substitute broadcast, making its regular charges for time and a reasonable charge for talent used, announcing the name, address and business of CLIENT or other replacement copy at CSP's discretion. In such event, CSP shall still be entitled to its fee.

d. ***Failure to Deliver Material – Publication.*** In the case of publication materials, if CSP has not received material for publication or sponsorship panels by the deadline date or if copy corrections are submitted after the deadline date, CSP shall not be obligated to publish the materials or correct materials, whichever the case may be. However, CSP's failure to publish the materials or corrected materials due to the failure of CLIENT OR ITS ASSIGNED AGENCY to meet the deadline date shall in no way relieve CLIENT of any of its obligations and duties under this Agreement, including the obligation to pay the sponsorship fees in full.

e. ***Revisions to Materials.*** Any revision, patching, repairing or special handling of negatives, positives, Scotch prints, etc., will be at the sole cost of CLIENT OR ITS ASSIGNED AGENCY.

f. ***Positions/Timing of Broadcast/Publication.*** Any requested positions or timing of broadcasts or publications are not guaranteed unless specifically noted in this Agreement.

5. <u>Sponsor Panel Replacement</u>. If, during the Term, CLIENT desires to change the display message, it shall notify CSP in writing, setting forth the desired changes. CSP shall have the right to approve or reject such changes. At CSP's option, the production of any new display panel(s), or the alteration of any existing panels, shall be performed by CSP, or its agents, or by a contractor retained by CLIENT. Any contractor retained by CLIENT, and the

terms and conditions of such contractor's performance, shall be subject to prior approval of CSP. CLIENT shall be solely responsible for the cost of production and installation of any new or altered display panel regardless of who performs such work.

6. **Maintenance.** During the sponsorship Term, CSP shall maintain the display space in good working order.

7. **Taxes**. If any taxes or assessments are imposed on CLIENT'S use of the Display Space contemplated by this Agreement, CLIENT agrees to pay such tax or assessment within thirty (30) days after receipt of written notice of the imposition of such tax or assessment.

8. **Content of Sponsorship Message**. CLIENT warrants and represents that its broadcast/publication message shall not contain any matter that:

a. is obscene or libelous,
b. violates any applicable law or regulation including but not limited to any NCAA, MVC or University regulations now or hereafter enacted, or infringes upon the copyright, trademark, right of publicity or other right of any third party.

9. **Bankruptcy: Insolvency.** If a petition alleging an act of bankruptcy of insolvency is filed against CLIENT, or if CLIENT makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, or seeks protection under any reorganization, dissolution or similar state or federal law, this Agreement shall automatically terminate, and without waiving or relinquishing any other rights, including without limitation, the right to collect damages, CSP shall have the right to use the display space and sell the multi-media components of the package.

10. **Assignment.** The CLIENT may not assign this Agreement to any party, including an affiliate of CLIENT without the prior written approval of CSP, which shall be in CSP's sole discretion. Any such purported assignment or transfer shall not relieve CLIENT of its obligations hereunder.

11. **Force Majeure**. CSP shall not be responsible for events beyond its reasonable control, such as public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, casualties, government restrictions, acts of God, unforeseen commercial delays or for any reason, including but not restricted to mechanical breakdowns beyond the control and without the fault of CSP that impair or otherwise cause CSP to be unable to broadcast/publish at the time specified, CSP shall not be liable to Sponsor except to the extent of allowing a rate reduction or suitable "make goods". If any such event occurs and such event precludes the broadcast/publishing of Client's sponsorship elements for a period exceeding ninety (90) consecutive days, the Agreement may be terminated or the Term can be extended for an equivalent period at no

additional cost to CLIENT at the discretion of CSP. The failure to display the display message during such time shall not constitute a breach of this Agreement by CSP and shall not affect CLIENT'S payment obligations hereunder.

12. **Other Events.** CSP and CLIENT acknowledge that Athletic events other than regular season home games played by University varsity athletic teams may be held in Athletics Facilities during which Client's Signage may be removed or covered, including without limitation such as MVC Tournament events or NCAA Championship events. In the event that, under such circumstances, signage is removed or covered, such removal or covering shall be performed at no additional cost to CLIENT.

13. **Notices.** Any notices required or permitted to be given hereunder shall be sent by certified or registered mail, return receipt requested, or by nationally recognized overnight delivery service addressed as follows:

If to CSP: Attn: Scott Stevens
Shocker Sports Properties
1845 Fairmount – Box 18
Wichita, KS 67260-0018

If to Client: Valerie Wise
Wichita Airport Authority
2173 Air Cargo Road
Wichita, KS 67209

Any notice sent by certified or registered mail shall be deemed received three business days after the date sent. Notices sent by overnight delivery service shall be deemed received one business day after the date sent.

14. **Waiver.** Neither the waiver by any of the parties hereto of a breach of or default under any of the provisions of this Agreement, nor the failure of any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement, or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges hereunder.

15. **Fees and Commissions.** The parties acknowledge and agree that, other than as expressly set forth herein, no fees or commissions of any type shall be payable to the parties, or to third parties, in connection with the execution or performance of this Agreement.

16. **Interpretation of Agreement.** The parties intend this Agreement as the final expression of their agreement and as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties, no commitment letter, or letters of intent and no usage of trade shall be relevant or admissible to vary any of the terms of this Agreement.

17. This Agreement may be modified only in writing signed by all parties to the Agreement. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the heirs, legal representatives, successors, and permitted assigns of the parties.

18. **Applicable Law**. In the event of legal action arising out of or related to this Agreement, the laws of the State of New York shall govern. Client shall be liable to CSP for all reasonable attorneys' fees and out of pocket expenses incurred by CSP in enforcing its rights hereunder.

19. **NCAA Sanctions.** If the University is sanctioned by the NCAA based on major infractions of NCAA rules and regulations and the sanctions imposed on University are mutually determined by CLIENT, CSP and the University to materially and adversely impact the value of CLIENT'S sponsorship program, CLIENT shall have a right to receive an equitable adjustment to the sponsorship program for the period of time that the sanctions are in effect.

20. **Indemnification.**

a. ***Indemnification by CLIENT.*** CLIENT AND ITS ASSIGNED AGENCY will hold and save CSP harmless against any and all claims, losses or damages (including reasonable attorney's fees and expenses) arising or resulting from CSP's broadcast or publication of CLIENT'S OR ITS ASSIGNED AGENCY'S materials in the form furnished by CLIENT OR ITS ASSIGNED AGENCY including, without limitation, any and all claims or liabilities for defamation, libel, slander, illegal or unfair competition or trade practices; infringement of trademarks, trade names, service marks or program titles; violations of rights of privacy or publicity; infringement of copyrights, music performance rights and/or other proprietary rights and the publication/broadcast of any material which is otherwise contrary to law.

b. ***Indemnification by CSP.*** CSP agrees, however, to hold and save CLIENT OR ITS ASSIGNED AGENCY harmless against all such liability where the advertisements are prepared and produced, both as to artist and material content by CSP excepting only such liability as may result from the broadcasting/publishing of the commercial credits and other material furnished by CLIENT OR ITS ASSIGNED AGENCY.

c. ***Survival.*** The provisions of this paragraph shall survive any cancellation or termination of this Agreement.

21. <u>Effect of Breach.</u>

a. ***By CLIENT.*** CSP reserves the right to cancel this Agreement at any time upon the default or delay by CLIENT OR ITS ASSIGNED AGENCY in the payment of the amounts due under this Agreement, or as the result of other material breach on the part of CLIENT OR ITS ASSIGNED AGENCY of any of the conditions contained herein. Upon such cancellation, all fees for the broadcasting/publishing performed pursuant to this Agreement not previously paid shall become immediately due and payable. In case of delinquency in payment under this Agreement or if CSP reasonably believes that CLIENT OR ITS ASSIGNED AGENCY credit has been materially impaired, CSP shall have the right to change the requirements as to the terms of payment for further broadcast(s)/publication(s) under this Agreement as it may see fit, by giving CLIENT OR ITS ASSIGNED AGENCY written notice as provided. In the event of a cancellation by reason of material breach by CLIENT OR ITS ASSIGNED AGENCY, CLIENT OR ITS ASSIGNED AGENCY shall pay to CSP, in addition to such other remedies as may be obtained, liquidated damages, a net sum equal to the actual out-of-pocket costs incurred by CSP because of the breach of this Agreement, together with the total advertising fee/rate specified in the terms of this Agreement less any payments actually received, plus any costs of collection including but not limited to attorney's fees and costs.

b. ***Limit on Damages.*** Except as specifically provided in this paragraph or in paragraph 16 hereof (regarding indemnification against third-party claims) no party hereto shall have any claim for damages against any other party hereto (whether for breach of this Agreement or otherwise) and the parties hereto agree that the liquidated damages specified in this paragraph are fair and that the actual damages incurred because of a breach of this Agreement would be difficult or impossible to measure, and CSP shall have no liability whatsoever for a claim of lost profits, revenue or advertising opportunity whether the same be claimed by CLIENT OR ITS ASSIGNED AGENCY.

22. <u>General</u>.

a. ***Limitation of Liability***. It is understood and agreed that CSP is entering into this Agreement solely in its capacity as the multi-media rights holder of such properties of University.

b. ***Relationship Between CSP and University.*** CLIENT acknowledges that: this Agreement is between CLIENT and CSP; CSP is a private, for profit corporation; CSP and University are separate entities in law and in fact. University shall not have any liability for the payment of any sums or the satisfaction of any claims or obligations arising out of this Agreement or the breach of this Agreement, unless such claim arises due to the actions or omissions of University.

c. ***Subject to Federal, State and Municipal Laws***. This Agreement is subject to all federal, state and municipal laws and regulations now in

force, or which may be enacted in the future, including the rules, orders and regulations of the Federal Communications Commission.

d. ***Assignment and Waiver***. This Agreement, including the rights under it, may not be assigned or transferred by CLIENT OR ITS ASSIGNED AGENCY without first obtaining the consent of CSP in writing; nor may CSP be required to perform hereunder for the benefit of any other sponsor than the one named on the face of this Agreement. CSP and CLIENT each hereby agree and acknowledge that University may, in University's sole discretion, require transfer and assignment of this Agreement to University in the event of any termination or expiration of CSP's contractual rights to market or promote University's on-premise signage and multi-media components or other termination of rights to serve as manager of Shocker Sports Properties. Failure, delay or omission by CSP or CLIENT to enforce or exercise any right, power or remedy for any breach of default by CLIENT OR ITS ASSIGNED AGENCY, shall not impair such right, power or remedy or be construed to be a waiver of any such breach or default or acquiescence therein and shall not be construed as a general relinquishment or waiver as to that or any other provision of this Agreement.

e. ***Products Named in Agreement***. CSP shall not be required to broadcast/publish hereunder for any other products or services than the ones named in the Agreement.

f. ***Handling of Property***. CSP shall exercise normal precautions, but shall assume no liability for losses or damages to advertising material or other property furnished by CLIENT OR ITS ASSIGNED AGENCY in connection with CSP's broadcasts and/or publications hereunder and CLIENT OR ITS ASSIGNED AGENCY shall reimburse CSP for all reasonable expenses incurred by CSP in connection with the handling of such materials.

g. ***Cancellation***. Except in the event of a breach not cured by CSP, this Agreement shall be non-cancelable by CLIENT OR ITS ASSIGNED AGENCY. Except in the event of a breach not cured by CLIENT, this Agreement shall be non-cancelable by CSP.

h. ***University Intellectual Property***. In the event the licensed use of any University trademarks, service marks, trade names, logos, symbols or other University indicia and/or any audio, visual, textual or other similar copyrighted works (collectively "University Intellectual Property") are included in the Sponsorship Elements set forth in **Exhibit A** of this Agreement, CLIENT agrees and acknowledges that University shall, in all cases, retain exclusive ownership of all such University Intellectual Property, including any and all revisions and/or derivatives thereto, and CLIENT further agrees and acknowledges that any licensed right granted hereunder with regard to said University Intellectual Property shall fully and immediately terminate upon any termination of this Agreement or expiration of the Term. Within thirty (30) days of any termination or expiration of this Agreement, CLIENT shall return to CSP all University

Intellectual Property and all copies of any related materials that remain in its possession or under its control. CLIENT further warrants and represents that CLIENT shall not misuse any University Intellectual Property Marks, bring them into disrepute or otherwise use any University Intellectual Property in any manner that is inconsistent with this specific terms of this Agreement. Notwithstanding any limited rights and licenses that may be granted to CLIENT herein, CLIENT agrees and acknowledges that the University reserves unto itself the unlimited right to fully utilize any and all University Intellectual Property for its own purposes. CLIENT agrees and acknowledges that CLIENT shall not revise, modify or otherwise alter the design and/or appearance of any University Intellectual Property and shall not combine or co-brand any University Intellectual Property with the marks of CLIENT or any third party, unless such use is expressly permitted hereunder. In addition, CLIENT shall not use the University Intellectual Property in any manner that suggests any association between the University Intellectual Property and/or the University with CLIENT or any third party and/or any products or services.

i ***Disclaimer of Endorsements***. Nothing contained in this Agreement authorizes CLIENT to represent in any communication medium that CLIENT or any particular product or service has been endorsed, selected or approved by University.

j ***Benefit of University*** Any limited license granted hereunder to use University Intellectual Property is nonexclusive, nonassignable and nontransferable without CSP's written approval and CLIENT agrees and acknowledges that CLIENT shall not acquire ownership or any other proprietary rights in and to any University Intellectual Property, including any derivatives, other than the limited licenses expressly granted herein.

k. ***Trademark Notice***. To the extent CLIENT is licensed hereunder to certain use of University Intellectual Property, CLIENT agrees that any such use of a University trademark or service mark shall contain the appropriate legal and proprietary notices indicated by CSP. Namely, CLIENT agrees, where applicable, to incorporate a ® symbol for any registered marks, a ™ for any unregistered trademarks and a SM for any unregistered service marks. In connection with any license hereunder for use of copyrighted works, CLIENT agrees to incorporate an appropriate copyright notice in favor of University, as hereafter instructed by CSP.

l. ***Goodwill of University Intellectual Property***. CLIENT hereby recognizes and acknowledges the significant value of the goodwill associated with the University Intellectual Property and acknowledges that the goodwill attached thereto belongs exclusively to University and that University trademarks and service marks have secondary meanings in the minds of the public. CLIENT agrees it will not represent in any way that it has any right or title to ownership of any University Intellectual Property, or to any registration thereof.

m. ***Proper Use of University Intellectual Property***. CLIENT further agrees that it will not knowingly use any University Intellectual Property, either alone or in combination with any words or phrases, in any manner which would tend to subject the University Intellectual Property to ridicule, or defamation, or which would deprive University of any of its rights in and to said University Intellectual Property, and CLIENT agrees that it will cease doing so immediately if CSP instructs CLIENT in writing to so cease.

CBS COLLEGIATE SPORTS PROPERTIES, INC.	**CLIENT**
Shocker Sports Properties	***Wichita Mid-Continent Airport***
By: _____	By: _____
Print Name: ___Scott Stevens_____	Print Name: _____
Title: ___General Manager_____	Title: _____
Date: _____	Date: _____
	Approved as to form:
	_____
	Gary Rebenstorf, Director of Law

EXHIBIT A

SPONSORSHIP ELEMENTS

A. Charles Koch Arena Signage – LED Scorer's Table

Wichita Mid-Continent Airport will receive premium advertising on the Charles Koch Arena courtside electronic LED scorer's table. The signage will be displayed for one minute at a time, twice every 16 minutes, with approximately 30 minutes of exposure per home men's and women's basketball games and volleyball matches. The scorer's table is 3' x 40'. In addition, the scorer's table will receive exposure to viewing audiences via local, regional and national telecasts several times throughout the year. Sponsor will have opportunity to update message/display throughout the duration of this agreement.

B. Television Advertising

I. Wichita Mid-Continent Airport will receive local and regional advertising during WSU athletic events broadcast statewide in Kansas (Cox Communications' Kansas Now 22), and as programming is available on other Cox Sports Television markets. All 23 telecasts will originate and appear statewide on Kansas Now 22.

II. Wichita Mid-Continent Airport's advertising package includes twelve (12) men's basketball games, six (6) baseball games, and five (5) broadcasts between women's basketball and volleyball.

III. Wichita Mid-Continent Airport will receive at least three (3):30 in-game commercials, one (1) in-game feature and one (1) live read during each men's basketball, women's basketball, baseball, and volleyball telecasts, includes production of the television spot. Bonus spots could be available during extra media timeouts and/or overtime periods at no additional cost.

IV. Wichita Mid-Continent Airport will receive all advertising benefits during rebroadcast of all games on Cox Cable throughout Kansas (minimum of 1 rebroadcast within 48 hours of original broadcast).

V. Wichita Mid-Continent Airport will receive two (2) tickets to four (4) men's basketball home games. Two games will be conference games and two games will be non-conference games. Games will be mutually agreed upon.

VI. Wichita Mid-Continent Airport will receive two (2) tickets to five (5) home baseball and women's basketball games to use as giveaways. Games will be mutually agreed upon.

VII. Wichita Mid-Continent Airport will receive an invitation for four (4) to a VIP dinner with the Men's Basketball team (location & date TBD).

C. Men's Basketball Promotion

I. Wichita Mid-Continent Airport will be the official sponsor of a season long promotion at all men's basketball games.
II. The promotion will be featured on the Videoboard accompanied with a Wichita Mid-Continent Airport logo after every slam dunk.
III. The promotion will be determined by a group of Wichita State students during the 2013-14 season.
IV. The promotion will be supported via Wichita State's social media vehicles including Twitter and Facebook.

City of Wichita
City Council Meeting
September 10, 2013

TO: Wichita Airport Authority

SUBJECT: Transportation Security Administration
Use of Space and Cost Reimbursement
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the license amendment and Other Transaction Agreement.

Background: Under a 2003 license agreement, the Wichita Airport Authority (WAA) has provided space in the terminal building for use by the Transportation Security Administration (TSA) to conduct baggage and passenger screening. The WAA is required to provide use of the space at no cost to TSA as a part of its obligation to comply with a security program and in recognition of the benefits that TSA's security function provides to the Airport, passengers, and others entering airport property. The TSA is responsible for paying costs associated with its telecommunications services, separately metered utilities, and janitorial services.

On June 19, 2012, the WAA approved a capital project to reconfigure the passenger screening checkpoint which included expanding the operation from three lanes to four. This expansion resulted in more space being used for the screening operation and also increased the level of janitorial services required.

Analysis: An amendment to the 2003 license agreement has been prepared to reflect the addition of 2,862 square feet to the passenger screening area which brings the total square footage allocated to 4,265 square feet. The amendment also increases the janitorial rate from $3.63 per square foot to $5.46 per square foot. Both of these changes are retroactive to September 1, 2012.

A new Other Transaction Agreement (OTA) has been developed by the TSA to replace the license agreement as of September 1, 2013, which also includes the additional square footage and increased janitorial rate. The other terms of the OTA are similar to the license agreement it replaces, including reserving the right of the WAA to impose rental charges for space if federal law may so allow in the future.

Financial Considerations: The annual revenue from the janitorial services arrangement is $23,290, an increase of $18,200, which appropriately offsets the cost of providing said service.

Legal Considerations: The license amendment and Other Transaction Agreement have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the license amendment and Other Transaction Agreement and ratify the actions of the Director of Airports to execute the documents.

Attachments: First Amendment and Other Transaction Agreement.

Attachment A

FIRST AMENDMENT TO JANITORIAL AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA

AND

WICHITA AIRPORT AUTHORITY

THIS FIRST AMENDMENT TO THE JANITORIAL AGREEMENT ("FIRST AMENDMENT') is made and entered into effective the 1st day of September, 2012 ("Effective Date") by and between the WICHITA AIRPORT AUTHORITY ("Airport") and the United States of America, acting through the Transportation Security Administration ("TSA"), together referred to as the "Parties."

1. AUTHORITY

1.1. The TSA enters into this FIRST AMENDMENT under the authority of the Aviation and Transportation Security Act of 2001 ("ATSA"), Pub. 107-71. Under the terms of ATSA, TSA is required to deploy federal security screeners, Federal Security Managers, federal security personnel and federal law enforcement officers to conduct screening of all passengers, property and baggage at all airports and to establish a program to screen cargo and ensure perimeter access security at all such airports. In order to carry out this statutory mandate, it is necessary for TSA to use certain airport space and facilities defined under federal law as "necessary security checkpoints." TSA has specific statutory authority under 49 U.S.C. §§ 106(m) and 114(m) to enter into this FIRST AMENDMENT.

1.2. Airport enters into this FIRST AMENDMENT under the authority of the Wichita Airport Authority

2. PURPOSE

2.1. The Parties executed a Janitorial Agreement on October 1, 2003 to provide for cost reimbursement to the Airport by TSA for janitorial services in connection with TSA's use of Space (as defined therein) at Wichita Mid-Continent Airport.

2.2. This FIRST AMENDMENT provides for amendment of the Janitorial Agreement with the Exhibits attached hereto.

3. AMENDMENT

3.1. Exhibit 1-A is deleted and replaced with Exhibit 1-B, revised TSA Checkpoint/Passenger Screening diagram.

3.2. Exhibit 3 -Janitorial Services is added to the Agreement.

3.3. Exhibit 4 – Cost of Janitorial Services is added to the Agreement.

4. DESCRIPTION OF CHANGES

4.1. As of September 1, 2012, the square footage for the TSA Checkpoint increased by 2,862 square feet, from 1,403 square feet to 4,265 square feet.

4.2. As of September 1, 2012, the annual cleaning rate for janitorial services increased by $1.83 from $3.63 per square foot to $5.46 per square foot.

4.3. As of September 1, 2012, monthly janitorial costs increased by $1,516.17 from $424.41 to $1,940.58.

5. WAIVER

No failure by either Party to insist upon the strict performance of any provision of this FIRST AMENDMENT or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial compensation (if applicable) or other performance by either Party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

6. DISPUTE RESOLUTION

When possible, disputes will be resolved by informal discussions between the appropriate Airport representative and TSA. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by submission of the dispute to the TSA Assistant Secretary or his/her designee for resolution. The parties agree that the Assistant Secretary's decision shall be final and not subject to judicial or administrative review and shall be enforceable and binding on the parties.

7. TERMS AND CONDITIONS

Except as provided herein, all other terms and conditions of the Janitorial Agreement remain in full force and effect and are hereby ratified and confirmed. The Janitorial Agreement and this FIRST AMENDMENT represent the entire understanding between the Parties on the issues contained herein, either written or oral, and may be amended by written instrument signed by both Parties.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the Parties have entered into this FIRST AMENDMENT by their duly authorized officers the day and year first above written.

WICHITA AIRPORT AUTHORITY

BY:

Signature

Carl Brewer, President
Name printed

Date

BY:

Victor D. White, Director of Airports
Name printed

8/6/13
Date

United States of America

Signature, Contracting Officer

Isabel Roman-Cogswell
Name printed

Date

APPROVED AS TO FORM: Gary E. Rebenstorf Date: 7-17-13
Director of Law

END OF FIRST AMENDMENT TO AGREEMENT HSTS03-05-A-AOP028

Exhibit 1-B

Space

TSA Checkpoint/Passenger Screening Area

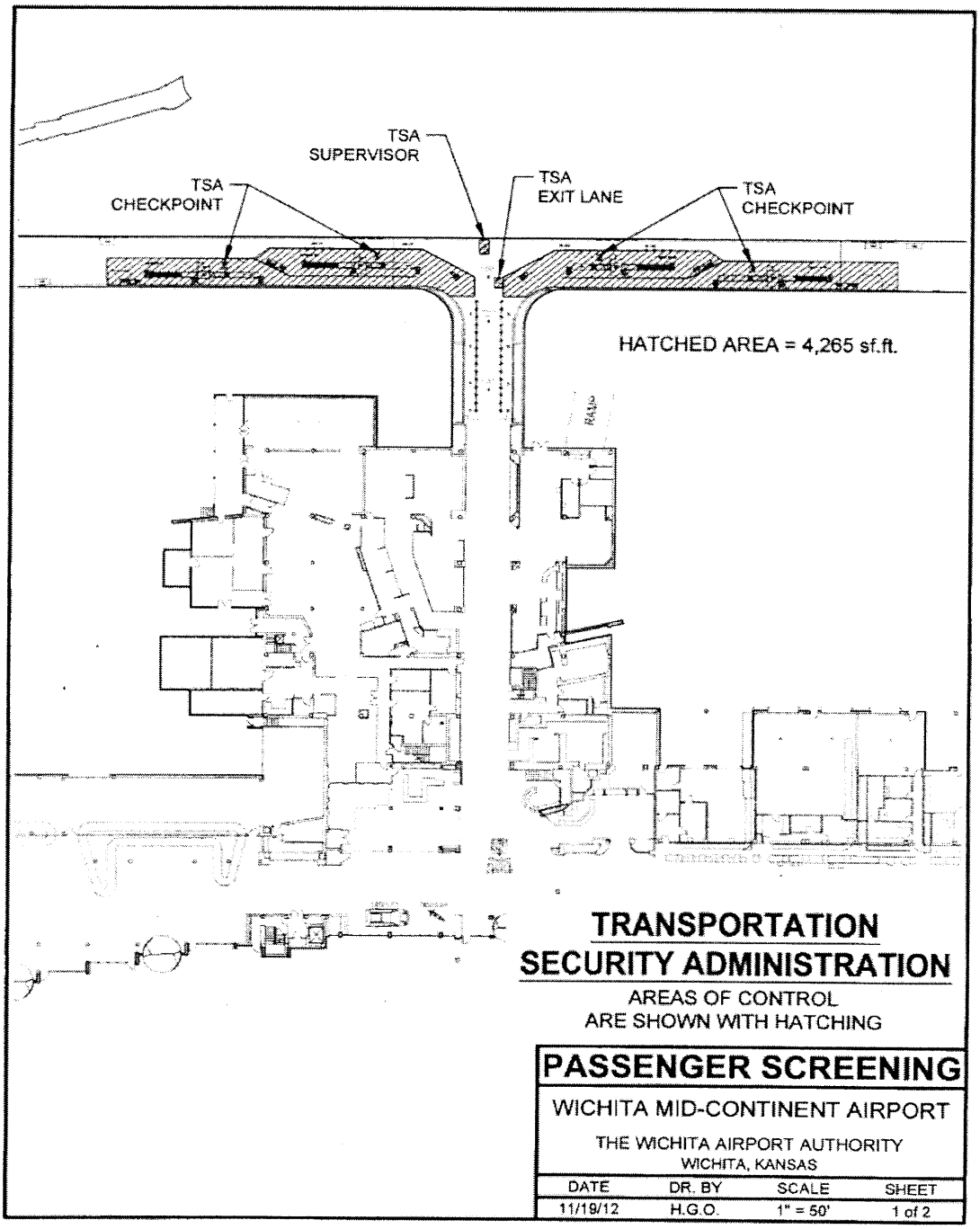


Exhibit 3

Janitorial Services

The Airport or its contractor shall provide the following services, at the specified frequencies or as needed to accommodate surge conditions:

	SERVICE	FREQUENCY
(a)	Remove trash	Twice Daily
(b)	Vacuum carpets	Daily
(c)	Sweep and mop passenger checkpoint floors	Daily
(d)	Dust TSA equipment, desks, light fixtures, and any other horizontal surfaces within Space	Weekly
(e)	Mop baggage screening floor areas	Weekly
(f)	Bonnet (Shampoo) carpets	Every two weeks
(g)	Hot water extraction of carpets	Quarterly

Janitorial Services shall be performed throughout the Space unless otherwise indicated. Special services, including clean-up of spills, shall be provided immediately upon request of TSA personnel.

Exhibit 4

Costs of Janitorial Services

Cleaning Rate (unloaded)	Total Square Footage	Janitorial Costs
$.4553 monthly rate per square foot	4,265 square feet	$1,941.85 per month
$5.46 annual rate per square foot	4,265 square feet	$23,302.25 annually

OTHER TRANSACTION AGREEMENT

BETWEEN

DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION

AND

WICHITA AIRPORT AUTHORITY

RELATING TO

WICHITA MID-CONTINENT AIRPORT

USE OF SPACE AND COST REIMBURSEMENT AT
TSA SECURITY CHECKPOINTS AND BAGGAGE AREAS

Negotiated by the TSA pursuant to Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, 49 U.S.C. 114(m)(1), and 106(l)(6)

AGREEMENT NUMBER: HSTS01-13-H-CKP172

ARTICLE I - PARTIES

This Other Transaction Agreement (hereinafter referred to as "Agreement" or "OTA") is entered into on **September 1, 2013** ("Effective Date"), by and between the United States of America (hereinafter referred to as the "Government") Transportation Security Administration (hereinafter referred to as "TSA") and the **Wichita Airport Authority** (hereinafter referred to as the "Airport") together referred to as the "Parties." The TSA and the Airport agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

ARTICLE II - AUTHORITY

A. TSA and the Airport enter into this Agreement under the authority of the Aviation and Transportation Security Act (ATSA) Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 114(m), and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

B. The Airport enters into this Agreement under the authority of the **Wichita Airport Authority**.

C.

ARTICLE III –BACKGROUND, PURPOSE AND SCOPE

A. Background

Under the terms of ATSA, TSA is required to deploy federal security screeners, Federal Security Managers, federal security personnel, and federal law enforcement officers to conduct screening of all passengers, property, and baggage at all airports, and to establish a program to screen cargo and ensure perimeter access security at all such airports. In order to carry out this statutory mandate, it is necessary for TSA to use certain airport space and facilities defined under federal law as "necessary security checkpoints" (hereinafter referred to as "Space".)

B. Purpose

This Agreement establishes TSA's use of the security checkpoints TSA needs to conduct baggage and passenger screening under the requirements of ATSA and other applicable federal laws. In order to improve airport security in a manner that meets the requirements of ATSA, it is necessary for TSA to use existing checkpoint space, and, in some cases, to expand checkpoint space.

C. Scope

TSA has a requirement to establish the terms and conditions for TSA's use of federal-mandated checkpoint space at airports and provide a vehicle for the cost reimbursement of electrical consumption and janitorial services for this checkpoint space at the respective airports.

D. Use of Property

D.1. The Airport is the owner and operator of that certain airport known as **Wichita Mid-Continent Airport,** located in the County of Sedgwick, State of Kansas and having an address at 2299 Airport Road, Wichita, KS 67209 ("Property").

D.2. This Agreement covers the use of space that TSA reasonably believes is necessary for passenger and baggage screening operations. The specific areas covered by this Agreement

(which are referred to herein as "Space") are set out on **Exhibit 1**. The Space may be expanded or altered, and Exhibit 1 amended accordingly, at the written request of TSA and upon the written approval of Airport, such approval not to be unreasonably withheld, conditioned or delayed. If Airport does not provide such approval, TSA may proceed pursuant to its legal authority to provide security at airport checkpoints. In addition, temporary additions to and deletions from the Space, or temporary adjustments thereto, may be made at the verbal request of the TSA. TSA's use and occupancy of other areas at the Property, such as Federal Security Managers and staff offices, and other areas not deemed necessary checkpoint space, have been or will be obtained through a separate lease agreement between Airport and the U.S. General Services Administration, acting on behalf of TSA.

D.3. The ATSA authorizes TSA to acquire real property by purchase, lease, condemnation, or otherwise. This Agreement shall not be considered a waiver of any rights that TSA may assert under ATSA with respect to the acquisition of property, nor with respect to TSA's authority to enter onto any Airport property to address security concerns; nor shall this Agreement waive any rights that the Airport may assert in connection with such acquisition.

D.4. Airport provides the Space to TSA in "AS IS" condition as of the Effective Date of this Agreement.

E. No Rent

Pursuant to Section 511 of the Department of Homeland Security Appropriations Act, 2005, Pub. Law 108-334, 118 Stat. 1298 (October 18, 2004), Airport agrees to provide use of the Space at no cost to TSA as a part of its obligation to comply with a security program and in recognition of the benefits that TSA's security function provides to Airport, passengers and others entering airport property. Airport reserves the right to impose rental charges for the Space if federal law requires TSA to pay rent for checkpoint space in the future.

ARTICLE IV – RESPONSIBILITIES

A. TSA'S Operational Activities at Airport

A.1. The Airport hereby agrees that TSA has the following rights and privileges:

A.1.1. The right to use the Space in connection with its screening and security operations at the Property, including but not limited to the right to establish and use security checkpoints, to place and operate screening equipment, to screen passengers and their property, baggage, and cargo and to perform such other activities and locate such other equipment as TSA deems necessary for TSA to perform its passenger and baggage screening function under federal law.

A.1.2. TSA shall not be responsible for any restoration costs when such cost is the result of the Airport's request to remove or relocate TSA equipment.

A.1.3. The right to install, operate, maintain, repair, remove, and store equipment necessary for TSA's operations within the Space. TSA agrees to give notice to Airport and coordinate their screening activities with Airport whenever possible. To the extent required under federal law, TSA's contractor will obtain all state and local permits required to perform any work under this paragraph.

A.1.4. The right to refuse additions, improvements, modifications, revisions or other alterations within the Space by Airport, including the installation of fixtures and placement of personal property, that TSA reasonably believes may interfere with TSA's use of the Space.

A.1.5. Airport will provide TSA employee parking spaces according to its customary, non-discriminatory practices for employees of other governmental entities, including payment of applicable fees, if any. Such practices and fees shall be set out in a separate agreement between the Parties.

A.1.6. TSA is responsible for its own telecommunications services; however, TSA may adhere to Airport policy on Shared Tenant Services and utilize the telephone line service of the Shared Tenant Services System provided by Airport upon payment of any applicable charges pursuant to a separate or modified agreement between Airport and TSA. TSA agrees to coordinate with Airport so as to not overload the electrical, plumbing, or HVAC systems associated with the Space. TSA will not install or cause to be installed equipment or machinery that will place a load upon any floor exceeding the load per square foot area that such floor was designed to carry.

A.1.7. Airport will maintain and keep in good repair the Space, including electrical, plumbing, and HVAC systems.

A.1.8. With the prior consent of TSA, such consent not to be unreasonably withheld, Airport may enter the Space used by TSA for the performance of Airport's obligations under federal law or other lawful purpose. Notwithstanding the foregoing, Airport will comply with all applicable federal security requirements (including badging and maintenance of sterile area) and will use its best efforts to minimize the disruption of TSA operations.

ARTICLE V – EFFECTIVE DATE AND TERM

This Agreement shall commence on the Effective Date and shall continue for one (1) year or so long as federal law requires TSA to perform screening functions at the Airport, whichever is sooner. This Agreement shall be automatically renewed for an additional one (1) year on each anniversary of the Effective Date (the "Rollover Date") unless terminated as provided in Article XV. The term of this Agreement shall consist of the first and each additional year, if any, during which this Agreement is in effect (the "Term").

ARTICLE VI - FUNDING AND LIMITATIONS

TSA will obligate funding on this agreement as designated in the obligating document. Funds in the amount of **$23,286.90** are hereby obligated and made available for payment for performance of this Agreement. Reimbursement for metered utilities will be funded separately from this agreement by miscellaneous obligation.

In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this Agreement. TSA's liability to make payments to the Airport is strictly limited to the amount of funds obligated and available for payment hereunder, including written modifications to this Agreement.

ARTICLE VII – BILLING PROCEDURES AND PAYMENTS

The United States Coast Guard Finance Center ("FINCEN") performs the payment function on behalf of the TSA. Registration in the System for Award Management (SAM) is mandatory for invoice payment; for information regarding SAM, please refer to https://www.sam.gov/portal/public/SAM.

The Parties hereby agree to the following:

A. Airport has installed separate meters (the "Equipment Meters") measuring electrical consumption by TSA equipment located in the Space ("TSA Electrical Usage"). The Airport hereby certifies that the Equipment Meters measure only TSA Utilities Usage. Electrical usage will be reimbursed per meter readings and current KwH rates as estimated in **Exhibit 2M (Metered Utilties Costs).**

B. Upon receipt of a proper invoice from the Airport for TSA Electrical Usage, TSA shall remit payment for TSA Electrical Usage to the Airport. A proper invoice shall have the meaning set forth in Section G except that the invoice must be submitted for payment not more than thirty (30) days in arrears and shall contain metered electrical charges determined in accordance with this Section A. Notwithstanding the foregoing, if at any point during the Term of this Agreement, TSA determines that the Equipment Meters also measure non-TSA electrical usage, then TSA reserves the right, solely in its discretion, to pay only a percentage of the utility charge based on the percentage of the utility consumption that TSA determines is TSA Electrical Usage, to pay Airport for utility consumption based upon a fixed rate of TSA's reasonable selection, or to reject utility payment for the period in question in the event appropriated funds are no longer available.

C. Airport shall provide janitorial and cleaning services and supplies as may be necessary or required in the operation and maintenance of the Space at a level generally consistent with the janitorial standards for space throughout the terminal complex and including, at a minimum, the janitorial and cleaning services and service frequencies set forth in **Exhibit 3** attached hereto (the "Janitorial Services").

D. Upon receipt of a proper invoice from Airport, TSA shall reimburse the Airport for its pro-rata share of Airport's cost to provide such janitorial and cleaning services in the Space in an amount calculated in accordance with the cost allocation methodology set forth in **Exhibit 4** (the" Janitorial Costs") attached hereto for the period of service indicated in the invoice. The Airport must accompany any proposal to increase the periodic per square foot unloaded cleaning rate with supporting documentation; nevertheless, TSA, in its sole discretion, may choose to deny such proposed increase of the cleaning rate. Notwithstanding the foregoing, TSA may enter into contracts with third parties for janitorial and cleaning services, in which case, upon notice from TSA of having entered into such third party contract(s), Airport shall be relieved of its obligation to provide such services under this Article VII - D, and TSA shall be relieved of its obligation to reimburse Airport under this Article VII - D. In the event that Airport chooses to cease providing janitorial and cleaning services and supplies under this Article VIII - D, Airport must give notice to TSA at least ninety (90) days prior to such cessation.

E. TSA may pay any charges due under this Agreement by electronic funds transfer, check, or other means. Any charges due under this Agreement shall be due in arrears and, to the extent appropriated funds are available, shall be paid within sixty (60) days of TSA's receipt of a proper invoice from the Airport.

F. Unless otherwise indicated herein, a proper invoice shall mean an invoice that is submitted to FINCEN using any one or more of the methods and addresses indicated below, and also transmitted for informational purposes only to the Federal Security Director's (FSD) designated Point of Contact.

G. A proper invoice shall contain the following information:

G.1. Agreement number
G.2. Invoice date
G.3. Invoice number
G.4. Period of service
G.5. Total amount of reimbursement requested with charges calculated in accordance with the attached exhibit(s)
G.6. Name and address of airport authority or business name
G.7. Point of contact with address, telephone, fax and e-mail address
G.8. Tax Identification Number and DUNS number
G.9. Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
G.10. Electronic Funds Transfer (EFT) Banking Information (If Applicable)
G.11. Remittance Address
G.12. Certification of Requestor, including the following language: "This is to certify that the services set forth herein were performed during the period stated and that the incurred costs billed were actually expended for the project."
G.13. Signature of Requestor's Authorized Representative with Date

H. Invoices shall be e-mailed, faxed or sent via U.S. mail to FINCEN at the following addresses: (Please us only one method per invoice submission.)

Email:
FIN-SMB-TSAINVOICES@uscg.mil

Fax: (addressed to TSA Invoices)
757-413-7314

U.S. Mail:
TSA Commercial Invoices
USCG Finance Center
P.O. Box 4111
Chesapeake, VA 23327-4111

I. If Airport has established Electronic Fund Transfer ("EFT") with FINCEN, Airport may receive payments under the same EFT document. Airport shall attach a copy of the EFT document to invoices to ensure payment is applied correctly.

J. Airport's failure to submit a proper invoice within one (1) year of completion of service for any period of service may, in the sole discretion of TSA, result in delay of payment, reduction of payment, or no payment in the event appropriated funds are no longer available. TSA shall have the right to audit utility charges in accordance with the cost principles for state, local and Indian tribal governments contained in Office of Management and Budget Circular A-87, as revised.

ARTICLE VIII - IMPROVEMENTS OR ALTERATIONS

A. TSA shall have the right to make such additions, improvements, modifications, revisions or other alterations within the Space as are necessary for required security operations at the Property. To the extent required under federal law, TSA's contractors will abide by state and local permitting requirements when making alterations to the Space. The Airport shall use its best efforts to support TSA in obtaining required permits in a timely fashion so as to minimize delay.

B. TSA shall, whenever possible, notify the Airport in advance when any additions, improvements, modifications, revisions or other alterations to the Space are planned, and shall coordinate such alterations with Airport. In addition, upon completion, TSA will allow the Airport to inspect the same and will provide an updated set of working drawings showing the current as-built condition of the Space. The Airport will safeguard such as-built drawings from unauthorized access or disclosure as Sensitive Security Information in accordance with the requirements of 49 C.F.R. part 1520.

C. Any and all furniture and equipment or other personal property placed or installed within the Space by TSA shall, at TSA's option, remain personal property, notwithstanding the fact that it may be affixed or attached to the Space, and shall remain the property of TSA during the term of this Agreement and, at TSA's option, be removable by TSA at any time from the Space.

ARTICLE IX - GOVERNING LAW

Federal law governs this Agreement. Airport shall comply with all federal, state and local laws applicable to Airport as owner of the Property. TSA will comply with all federal, state and local laws applicable to and enforceable against TSA under federal law, provided that nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the TSA. Airport is required by the terms of certain grant assurances entered into with the Federal Aviation Administration to include certain clauses in all contracts. TSA shall be bound by those clauses to the degree required by federal law.

ARTICLE X - COUNTERPARTS

This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

ARTICLE XI - AUDITS

TSA shall have the right to examine or audit relevant financial records for each Airport facility, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For each facility, Airport shall maintain: project records, technology maintenance records, and data associated with this Agreement, or any part thereof, remains in force and effect, and for a period of three (3) years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under Article XIV, Disputes, regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, "records" includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this Agreement for each facility.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This Article shall not be construed to require Airport, or its contractors or subcontractors who are associated with or engaged in activities relating to this Agreement, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

ARTICLE XII – AUTHORIZED REPRESENTATIVES

The TSA Contracting Officer is the only person authorized to make any changes, approve any changes in the requirements of this Agreement, obligate funds and authorize the expenditure of funds.

The TSA COR is responsible for the technical administration and liaison of this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The Airport will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Airport as a change in scope or liability to either party.

TSA Contacts

Contracting Officer
Isabel Roman-Cogswell
Branch Chief, Human Capital and Finance Division
Transportation Security Administration
Office of Acquisition
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-227-2461
Email: isabel.cogswell@tsa.dhs.gov

Contracting Officer's Representative (COR)
Robert Jackson
Transportation Security Administration
Real Estate Leasing Division
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-227-3395
Email: robert.jackson7@tsa.dhs.gov

Airport Contacts

Primary Contact
Victor D. White
Director of Airports
2173 Air Cargo Road
Wichita, Kansas 67209
(316) 946-4700
vwhite@wichita.gov

Secondary Contact
Traci A. Nichols
Properties & Contracts Manager
2173 Air Cargo Road
Wichita, Kansas 67209
(316) 946-4712
tnichols@wichita.gov

ARTICLE XIII - LIMITATIONS ON LIABILITY

A. Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

B. TSA's liability for operations on the Property shall be in accordance with federal law. TSA, as an instrument of the federal government has sovereign immunity. However, under the Federal Tort Claims Act ("FTCA"), 28 U.S.C. §§ 1346(b)(1), 1402(b), 2401(b), 2671-2680, sovereign immunity is waived with respect to certain torts. Under the FTCA, airports, passengers and other aggrieved parties may pursue a claim against TSA for damage to or loss of property, or personal injury or death caused by the negligent or wrongful act or omission of an employee of TSA while acting within the scope of employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend TSA's liability beyond that existing under the FTCA or to preclude TSA from using any defense available at law or equity.

C. The Airport has the affirmative duty to notify the TSA Contracting Officer in the event that Airport believes that any act or omission of a TSA agent or employee would increase Airport costs and cause the Airport to seek compensation from TSA beyond TSA's liability as stated in Article IV, Responsibilities, or Article VI, Funding and Limitations. Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If the Airport receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the Airport must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

D. In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

E. No third party shall assert any rights under this Agreement unless expressly provided herein.

ARTICLE XIV – DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of the Airport. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the Airport or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations the Airport may submit the dispute to the Deputy Administrator for Acquisition. If the decision of the Deputy Administrator for Acquisition is unsatisfactory, the decision may be appealed the TSA Assistant Administrator for Acquisition. The parties agree that the TSA Assistant Administrator for Acquisition's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XV – TERMINATION

Either Party may terminate this Agreement by providing written notice. Such notification must be provided no later than sixty (60) days prior to such termination.

ARTICLE XVI - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of the Airport. The modification shall cite the subject provision to this Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. Reasonable administrative modifications such as changes in accounting lines, address changes, name of the TSA Contracting Officer, etc. may be issued unilaterally by TSA.

ARTICLE XVII – CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each Party acknowledges that there are no exceptions taken or reserved under this Agreement.

ARTICLE XVIII - PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

A. RELEASE OF TECHNICAL DATA

No information, oral or written, concerning the scope of this Agreement, shall be published or released to the public without the prior written approval of the TSA Contracting Officer.

B. RECORDS AND RELEASE OF INFORMATION

All Sensitive Security Information (SSI), as defined in 49 CFR Part 1520, shall be handled in accordance with that regulation and TSA policies. All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information. SSI may not be disclosed except in accordance with the provisions of that rule.

C. MEDIA

All media releases and other contact with or by media related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers the day and year first above written.

Wichita Airport Authority

BY:

Signature

Carl Brewer, President
Name printed

Date

BY:

Victor D. White, Director of Airports
Name printed

8/6/2013
Date

APPROVED AS TO FORM:

Director of Law

8-20-13
Date

United States of America

Signature, Contracting Officer

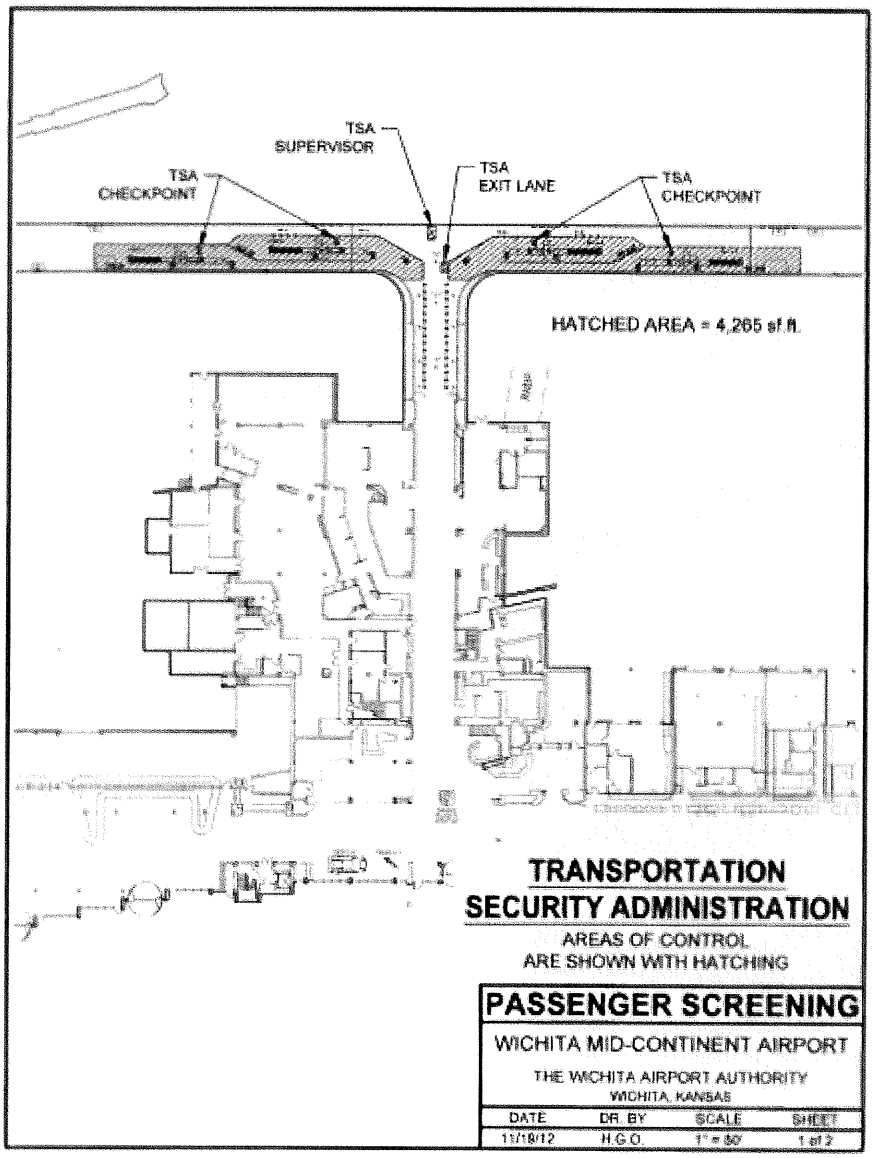
Isabel Roman-Cogswell
Name printed

Date

END OF AGREEMENT

Exhibit 1

Space



See attached.

Exhibit 2M
Metered Utilities Cost Estimate

ICT Checked Baggage Equipment Power Consumption Estimate
TSA Checkpoint Agreement
HSTS01-13-H-CKP172

Version:	Input Cost per KWH ($)	$0.060							
	Equipment	Input Operating Time (Hours):	Input Idle Time (Hours):	Input Turned Off Time (Hours):	Input Number of Machines :	Per Unit Cost per day ($)	Total Cost per Day	Total Cost per Month	Total Cost per Year
EDS:	InVision CTX-2500 [GE]	0.0				$0.000	$0.00	$0.00	$0.00
	InVision CTX-5500 [GE]	0.0				$0.000	$0.00	$0.00	$0.00
	InVision CTX-9000 [GE, Morpho]	0.0				$0.000	$0.00	$0.00	$0.00
	L3 eXaminer	0.0				$0.000	$0.00	$0.00	$0.00
	UPS	0.0				$0.000	$0.00	$0.00	$0.00
	CT-80 [Reveal]	18.0	0.0	6.0	5.0	$2.268	$11.34	$344.93	$4,139.10
ETD:	Smiths Detection Ionscan 400B [Barringer]	0.0				$0.000	$0.00	$0.00	$0.00
	Thermo Detection EGIS II	0.0				$0.000	$0.00	$0.00	$0.00
	Itemiser II [Morpho Detection, GE, Ion Track]	0.0				$0.000	$0.00	$0.00	$0.00
	Itemiser DX [Morpho Detection , GE]	0.0				$0.000	$0.00	$0.00	$0.00
	Smith Detection Ionscan 500DT	18.0	6.0	0.0	9.0	$0.374	$3.37	$102.49	$1,229.90
ETP:	EntryScan3e [GE]	0.0				$0.000	$0.00	$0.00	$0.00
	Smith Detection Sentinel II	0.0				$0.000	$0.00	$0.00	$0.00
X-Ray Equipment:									
TRX	Rapiscan 520B	0.0				$0.000	$0.00	$0.00	$0.00
	Rapiscan 522B	0.0				$0.000	$0.00	$0.00	$0.00
	Rapiscan 519	0.0				$0.000	$0.00	$0.00	$0.00
	PerkinElmer Linescan 110 [L3]	0.0				$0.000	$0.00	$0.00	$0.00
	PerkinElmer Linescan 208 [L3]	0.0				$0.000	$0.00	$0.00	$0.00
	PerkinElmer Linescan 237 [L3]	0.0				$0.000	$0.00	$0.00	$0.00
	EG&G	0.0				$0.000	$0.00	$0.00	$0.00
	Heimann 6040i [Smiths Detection]	0.0				$0.000	$0.00	$0.00	$0.00
	Heimann 7555i [Smiths Detection]	0.0				$0.000	$0.00	$0.00	$0.00
	Heimann 5030i [Smiths Detection]	0.0				$0.000	$0.00	$0.00	$0.00
AT1	Rapiscan 620DV	18.0	6.0	0.0	4.0	$1.440	$5.76	$175.20	$2,102.40
	Heimann 6040aTiX [Smiths Detection]	0.0				$0.000	$0.00	$0.00	$0.00
AT2 Scanner	Rapiscan-620DV	0.0				$0.000	$0.00	$0.00	$0.00
	L3 ACX-6.4MV	0.0				$0.000	$0.00	$0.00	$0.00
	Smiths Heimann-6040aTix	0.0				$0.000	$0.00	$0.00	$0.00
AT2 AVS	Rapiscan-620DV	0.0				$0.000	$0.00	$0.00	$0.00
	L3 ACX-6.4MV	0.0				$0.000	$0.00	$0.00	$0.00
	Smiths Heimann-6040aTix	0.0				$0.000	$0.00	$0.00	$0.00
WTMD Equipment:	CEIA 02PN20	18.0	6.0	0.0	4.0	$0.058	$0.23	$7.01	$84.10
	Metorex 200D Rapiscan	0.0				$0.000	$0.00	$0.00	$0.00
	Garrett 6500i Enhanced Metal Detector	0.0				$0.000	$0.00	$0.00	$0.00
AIT Scanner	Rapiscan-Secure1000	0.0				$0.000	$0.00	$0.00	$0.00
	L3 Provision-SC100	0.0				$0.000	$0.00	$0.00	$0.00
AIT IO Workstation	Rapiscan-Secure1000	0.0				$0.000	$0.00	$0.00	$0.00
	L3 Provision-SC100	0.0				$0.000	$0.00	$0.00	$0.00
BLS Equipment:	Thermo Fisher Scientific TruScreen [Ahura]	0.0				$0.000	$0.00	$0.00	$0.00
	Ceia EMA-MS	0.0				$0.000	$0.00	$0.00	$0.00
	Smiths RespondeR	18.0	0.0	6.0	4.0	$0.002	$0.01	$0.24	$2.84
CPI Equipment	Spectrum CastScope	0.0				$0.000	$0.00	$0.00	$0.00
Operational Equipmen	Motorola Quantar Repeater/Station	24.0	0.0	0.0	1	$0.144	$0.14	$4.38	$52.56

	Total Cost per Day	Total Cost per Month	Total Cost per Year
Total	$20.85	$634.24	$7,610.90

Notes: **Operating Time**: Time the system is expected to be on and in use. The value is a weighted average based on the utilization rates determined for each system. Example being the AIT is not always performing a scan, due to the time required for the passenger to enter the system and the fact that checkpoints are not continuously in a fully loaded condition, thus the operating time power consumption value is a weighted average between the power used to perform a scan and the power used while the system is idle.

Idle Time: Time the system is powered on but not expected to be screening.

Turned Off Time: Time the system is turned completely off but is still plugged in and thus may be drawing a small amount of power.

Exhibit 3

Janitorial Services

The Airport or its contractor shall provide the following services at the specified frequencies or as needed to accommodate surge conditions:

	SERVICE	FREQUENCY
(a)	Remove trash	Twice Daily
(b)	Vacuum carpets	Daily
(c)	Sweep and mop passenger checkpoint floors	Daily
(d)	Dust TSA equipment, desks, light fixtures, and any other horizontal surfaces within Space	Weekly
(e)	Mop baggage screening floor areas	Weekly
(f)	Bonnet (Shampoo) carpets	Every two weeks
(g)	Hot water extraction of carpets	Quarterly

Janitorial Services shall be performed throughout the Space unless otherwise indicated. Special services, including clean-up of spills, shall be provided immediately upon request of TSA personnel.

Exhibit 4

Cost of Janitorial Services

Cleaning Rate (unloaded)	Total Square Footage	Janitorial Costs
$5.46 annual rate per square foot	4,265 square feet	$23,286.90 annually $1,940.58 monthly

Wichita, Kansas
September 9, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Troy Tillotson, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated August 26, 2013, were read and on motion approved.

Bids were opened July 19, 2013 and August 30, 2013, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: Reconstruction of Terminal Apron Phase 3.

Utility Contractors Inc.* - $5,318,437.00 Group 1 - Base Bid
$90,360.00 Group 2 - Alternate 1

*Contingent upon FAA Funding

WICHITA AIRPORT AUTHORITY/AIRFIELD MAINTENANCE DIVISION: Liquid Deicer for Runway Use.

Defer one week

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: September 9, 2013

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS

July 19, 2013

Reconstruction of Terminal Apron- Phase 3 at Wichita Mid-Continent Airport – Wichita Airport Authority/Engineering Division (Deferred from August 26, 2013) (Contingent Upon FAA Funding)

Utility Contractors, Inc.	**Group 1 - Base Bid**	**$5,318,437.00**
	Group 2 – Alternate 1 (Add)	**$90,360.00**

August 30, 2013

Liquid Deicer for Runways – Wichita Airport Authority/Airfield Maintenance Division
(Defer to September 16, 2013)

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

Melinda A. Walker

Melinda A. Walker
Purchasing Manager

ep.wichita.gov

Bid Results

Registration **Solicitations** **Document Inquiry** **Login** **Help**

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

Vendor **Group** **Line**

Solicitation: FB340124 **Reconstruction of Terminal Apron Phase 3**

Close Date/Time: 7/19/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Airport Engineering

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
UTILITY CONTRACTORS INC	Complete	$5,408,797.00	Award 9-10-13 Base Bid with Alt 1 Contingent Upon FAA Funding, Wichita Airport Authority/Eng. Div.
DONDLINGER & SONS CONSTRUCTION CO INC	Partial	$6,126,317.84	

BIDS WITHIN ENGINEERS ESTIMATE

Engineer's Estimate $5,724,280.00

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Bid Results

Registration **Solicitations** **Document Inquiry** **Login** **Help**

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

Vendor **Group** **Line**

Solicitation: FB340124 **Reconstruction of Terminal Apron Phase 3**

Close Date/Time: 7/19/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Airport Engineering

Go to: 1

Return to the Bid List

Responses: 2

Group 1

Vendors	Complete	Group Total Net Bid
UTILITY CONTRACTORS INC	Complete	$5,318,437.00
DONDLINGER & SONS CONSTRUCTION CO INC	Partial	$6,053,477.64

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Group 2

Vendors	Complete	Group Total Net Bid

Group 2: Alternate 1

Vendors	Complete	Group Total Net Bid
DONDLINGER & SONS CONSTRUCTION CO INC	Complete	$72,840.20
UTILITY CONTRACTORS INC	Complete	$90,360.00

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Bid Results

Registration **Solicitations** **Document Inquiry** **Login** **Help**

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

Vendor **Group** **Line**

Solicitation: FB340165 **Liquid Deicer for Runway Use**

Close Date/Time: 8/30/2013 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Airport Operations

Return to the Bid List

Responses: 4

Vendors	Complete	Bid Total	City Comments
NACHURS ALPINE SOLUTIONS CORP	Complete	$51,654.00	Defer to 9/16/13 Wichita Airport Authority/Airfield Maintenance Division
GENERAL ATOMICS INT'L SERVICES CORP	Complete	$53,760.00	
LNT SOLUTIONS, INC.	Complete	$61,560.00	
SOUTHWEST PAPER COMPANY INC	In-Complete	$0.00	

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