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C I T Y C O U N C I L

C I T Y O F W I C H I T A
K A N S A S

City Council Meeting
09:30 a.m. October 28, 2014

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Approve the minutes of the regular meeting on October 21, 2014

II. CONSENT AGENDAS (ITEMS 1 THROUGH 17)

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

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 17)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated October 27, 2014.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2014	(Consumption on Premises)
United Golf of Wichita	Sierra Hills Golf Club**	13420 East Pawnee
Stephen H Davis	WingStop**	7325 West Taft #106

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

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

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

   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Revised Petition for Paving Improvements in Krug South Addition. (District III)

   RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.
   a. Community Events - Wichita Symphony Young People's Concerts. (Districts I, and 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. Minutes of Advisory Boards/Commissions

   Board of Park Commissioners, September 8, 2014
   Wichita Public Library, September 16, 2014

   RECOMMENDED ACTION: Receive and file.

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

   RECOMMENDED ACTION: Approve the contract amendment providing for additional funding, and authorize the necessary signatures.

8. Extension of the Industrial Revenue Bond Letter of Intent and the Sales Tax Exemption, High Touch/One Twenty South Main, LLC. (District I)

   RECOMMENDED ACTION: Approve an extension of the Industrial Revenue Bond Letter of Intent and the sales tax exemption for One Twenty South Main, LLC through December 31, 2015.

9. Transfer of Part of 5801 West 3rd Street for the I-235 and Kellogg Interchange Improvement Project. (District IV)

   RECOMMENDED ACTION: Approve the real estate agreement, the project account, adopt the bonding resolution, and authorize the necessary signatures.

10. Supplemental Design Agreement No. 1 for 13th Street and Edgemoor Intersection. (District I)

    RECOMMENDED ACTION: Approve the supplemental agreement and authorize all necessary signatures, including those for the acquisition or granting of easements, utility relocation agreements, and all required permits.

11. 2015 Organized Crime Drug Enforcement Task Forces (OCDETF).

    RECOMMENDED ACTION: Approve continued annual participation in the OCDETF program and approve the budget for the fiscal year beginning October 1, 2014.

12. Notice of Intent to Use Debt Financing - New Facilities Support - Wichita Mid-Continent Airport

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

13. Second Reading Ordinances: (NONE)

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.

14. *SUB2014-00033 -- Plat of Berkeley Square 3rd Addition located on the North Side of 13th Street North, on the West Side of Greenwich. (District II)

    RECOMMENDED ACTION: Approve the documents and plat 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.

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.

15. *Airfield Snow Equipment Storage Facility - Approve Design-Build Criteria - Wichita Mid-Continent Airport.

    RECOMMENDED ACTION: Approve the design-build construction delivery methodology for this project, and use of the suggested evaluation and selection criteria.

16. *Operating Budget Transfers - Wichita Mid-Continent Airport.

    RECOMMENDED ACTION: Approve the operating budget transfers.

17. *New Facilities Support - Wichita Mid-Continent Airport.

    RECOMMENDED ACTION: Approve the project budget

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 28, 2014

a. Delano-West Douglas Bike Rack Project Phase II (Douglas, west of McLean) (87TE-0619-01/472-85170/707072/211516) Traffic to be maintained during construction using flagpersons and barricades. (District IV, VI) - $16,133.00

b. Water Distribution System to serve Stonebridge 2nd & 3rd Additions (north of 13th Street North, west of 159th Street East) (448-90295/735506/470179) Does not affect existing traffic. (District II) - $85,800.00

c. 2014 Sanitary Sewer Reconstruction Phase 11 (north of Central, east of Broadway) (468-84989/620715/664020) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - $75,000.00

87TE-0619-01/472-85170 (707072) 211516 District IV & VI

To be Bid: October 3, 2014

PRELIMINARY ESTIMATE of the cost of:
Delano-West Douglas Bike Rack Project Phase II
(Douglas, west of McLean)

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	Bike Rack Installed	24	ea	
	Construction Subtotal			
	Design Fee			
	Engineering & Inspection			
	Administration			
	Publication			
	Total Estimated Cost			$16,133.00

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

211516(707072) 87TE-0619-01/472-85170

Page _____ EXHIBIT ____

To be Bid: October 17, 2014

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Stonebridge 2nd & 3rd Additions
(north of 13th Street North, west of 159th 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	Pipe, WL 8"	1,838	lf
2	Pipe, Casing (20" ID min.)	40	lf
3	Fire Hydrant Assembly	2	ea
4	Valve Assembly, Blowoff 2"	1	ea
5	Valve Assembly, 8"	2	ea
6	Valve Assembly, Anchored 8", Special	1	ea
7	Maintain Existing BMPs	1	LS
8	Site Clearing	1	LS
9	Site Restoration	1	LS

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency
Water Fees

Total Estimated Cost $85,800.00

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

470179 (735506) 448-90295
Page _____ EXHIBIT _____

468-84989 (620715) 664020 District VI

To be Bid: October 17, 2014

PRELIMINARY ESTIMATE of the cost of:
2014 Sanitary Sewer Reconstruction Phase 11
(north of Central, east of Broadway)

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"	340	lf	
2	Pipe Removed (8")	306	lf	
3	MH Removed	3	ea	
4	MH Abandoned	1	ea	
5	MH, Shallow SS (4')	3	ea	
6	MH Frame & Cover, Replaced	1	ea	
7	A/C Pavement Rem & Repl (incl gutter)	7	lf	
8	Fill Sand (flushed & vibrated)	7	lf	
9	Site Clearing	1	LS	
10	Site Restoration	1	LS	
	MEASURED QUANTITY BID ITEMS			
11	Service Reconnection, Sewer (4")	1	ea	
12	Service Reconnection, Sewer (6")	4	ea	
13	Service Reconnection, Sewer (6") (Relocate	1	ea	
14	BMP, Silt Fence	10	lf	
15	BMP, Erosion Control Mat	40	sy	
	Construction Subtotal			
	Engineering & Inspection			
	Administration (3%)			
	Publication			
	Total Estimated Cost			$75,000.00

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

664020 (620715) 468-84989
Page _____

EXHIBIT ____

City of Wichita
City Council Meeting
October 28, 2014

TO: Mayor and City Council

SUBJECT: Revised Petition for Paving Improvements in Krug South Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition and adopt the amending resolution.

Background: On June 19, 2012, the City Council approved a petition for paving improvements to serve Krug South Addition. An attempt to award a construction contract within the budget set by the petition was not successful. The developer has submitted a revised petition with an increased budget. The signature on the petition represents 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01.

Analysis: The project will provide paving improvements required for a new residential development located south of 21st Street North, west of 143rd Street East.

Financial Considerations: The existing petition total is $125,000 and the revised total is $179,000. The funding source is special assessments.

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

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

Attachments: Budget sheet, amending resolution and revised petition.

766318

First Published in the Wichita Eagle on October 31, 2014

RESOLUTION NO. 14-314

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **CHURCHILL STREET FROM THE EAST LINE OF CASTLE ROCK STREET TO THE WEST LINE OF CHURCHILL CIRCLE (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-85060** 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 **CHURCHILL STREET FROM THE EAST LINE OF CASTLE ROCK STREET TO THE WEST LINE OF CHURCHILL CIRCLE (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 472-85060** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 12-155** adopted on **June 19, 2012** is hereby rescinded.

SECTION 3. That it is necessary and in the public interest to pave **Churchill Street from the east line of Castle Rock Street to the west line of Churchill Circle (south of 21st, west of 143rd St. East) 472-85060.**

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 **One Hundred Seventy-Nine Thousand Dollars ($179,000)** 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 **May 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:

KRUG SOUTH ADDITION
Lots 17 through 25, Block 1
Lots 7 through 14, Block 5

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

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: Lots 17 through 25, Block 1; and Lots 7 through 14, Block 5; KRUG SOUTH ADDITION shall each pay 1/17 of the total cost payable by the improvement district.

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 28th day of October 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

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

Project Request

○ CIP ◉ Non-CIP

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

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

ENGINEERING REFERENCE #: 472-85060

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

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Oct 28, 2014 REQUEST DATE:

PROJECT # : 490339 PROJECT TITLE: Churchill St in Krug South Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Churchill St in Krug South Addition

OCA # : 766318 OCA TITLE: Churchill St in Krug South Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	$125,000.00	$54,000.00	$179,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$125,000.00	$54,000.00	$179,000.00

Expense Object Level 3			
2999 Contractuals	$125,000.00	$54,000.00	$179,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$125,000.00	$54,000.00	$179,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

PAVING PETITION
PHASE 7

RECEIVED
SEP 30 '14
CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Revises 472-85060

Dear Council Members:

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

KRUG SOUTH ADDITION
Lots 17 through 25, Block 1;
Lots 7 through 14, Block 5;

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

(a) That there be constructed within the area described above, pavement on Churchill Street from East line of Castle Rock Street to the West line of Churchill Circle. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement is One Hundred Seventy Nine Thousand Dollars ($179,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 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 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:

Lots 17 through 25, Block 1; and Lots 7 through 14, Block 5; Krug South Addition shall each pay 1/17 of the total cost payable by the improvement district.

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

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
KRUG SOUTH ADDITION Lots 17 through 25, Block 1; and Lots 7 through 14, Block 5; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	**KRUG SOUTH RESIDENTIAL, LLC** **RITCHIE DEVELOPMENT CORPORATION - MANAGER** By: _____ Kevin Mullen, President Ritchie Development Corporation	

AFFIDAVIT

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

MKEC ENGINEERING, INC.
Company

Adam Koster
Authorized Signature

411 N. Webb Road

Wichita, Kansas 67206
Address

(316) 684-9600
Telephone

Sworn to and subscribed before me this 30th day of September, 2014.

Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Agenda Item No. II-5a

City of Wichita
City Council Meeting
October 28, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Wichita Symphony's Young People's Concerts (Districts I, and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter Anne Marie Brown, Operations Manager for Wichita Symphony, is coordinating the bus parking for the Wichita Symphony's Young People's Concerts with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita Symphony's Young People's Concerts November 4-6, 2014 10:00 am – 12:00 pm

- Century II Drive, South Main Street to Douglas Avenue
- Century II Drive, Douglas Avenue to South Cancun Street
- Tianepantia Drive, South Main Street to South Cancun Street
- South Cancun Street, Tianepantia Drive to English Street
- West Douglas Avenue, South Main Street to Century II Drive, left turn lane only

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

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

Legal Consideration: There are no legal considerations.

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

City of Wichita
City Council Meeting
October 28, 2014

TO: Mayor and City Council

SUBJECT: HOME Program; Housing Development Loan Program Funding (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract amendment providing for additional funding, and authorize the necessary signatures.

Background: On May 20, 2014, the City Council approved HOME Program Housing Development Loan Program (HDLP) funding with Wichita Habitat for Humanity, Inc. (Habitat) in the amount of $115,200, in order to subsidize development and construction of six single-family homes on vacant lots located in the 1200 block of North Poplar. Upon completion of construction, the homes are to be sold to income-eligible, owner-occupant homebuyers, who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program. The funding is in the form of zero-interest, forgivable development subsidy loans for each individual home to be constructed.

Analysis: During site preparation activities, the concrete sidewalks immediately adjacent to the home sites were found to be in poor condition. The sidewalks were found to have buckled, cracked, and in some cases, have settled to the point where they are actually buried under soil. The unanticipated cost of repairing or replacing the sidewalks will result in a shortage in Habitat's construction fund and therefore, additional funding is requested under the HDLP agreement for HOME-eligible construction costs.

Financial Considerations: The cost of repairing and/or replacing the sidewalks at the project sites is estimated to be $10,075, including labor and materials. Under the proposed contract amendment, additional HDLP funding in this amount will be provided under the zero-interest, forgivable development subsidy loan structure for HOME-eligible construction costs, in order to offset the unanticipated sidewalk repair/replacement costs to be incurred by Habitat. The additional funding will be made available from the 2013-2014 HDLP allocation.

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

Recommendations/Actions: It is recommended that the City Council approve the contract amendment providing for additional funding and authorize the necessary signatures.

Attachments: Amendment to funding agreement.

AMENDMENT TO FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT

A
PARTICIPATING JURISDICTION
And

Wichita Habitat for Humanity, Inc.

HOME Investment Partnerships Program

2013 Housing Development Loan Program Funding

City of Wichita
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203
Phone (316) 462-3700
Fax (316) 462-3719

This contract amendment is entered into October 28, 2014 and dated to be effective October 28, 2014, between the City of Wichita (hereinafter referred to as the CITY) and Wichita Habitat for Humanity, Inc., a non-profit Housing Developer, hereinafter referred to individually as the Developer.

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated May 20, 2014, and effective the date executed by the Mayor of the City of Wichita, May 21, 2014, in the amount of $115,200, in which the Developer agreed to undertake an affordable housing program involving the acquisition of property and construction of single-family homes.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to be effective May 21, 2014, and executed May 21, 2014, and the intent of this amendment, entered into October 28, 2014 and dated to be effective October 28, 2014, hereby agree, covenant, and contract with each other that, effective October 28, 2014, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed $125,275 as referenced in Exhibit B. Contract payments above $125,275 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 32. FEES. The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

Wichita Habitat for Humanity, Inc.

_____
Signature

_____
Title of Officer Date

CITY OF WICHITA

By_____
Carl Brewer, Mayor Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

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

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

III. Administration

The Developer's President/C.E.O. will supervise operations and administration on a day-to-day basis. The Developer's Board of Directors is ultimately responsible for program administration.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $125,275, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $125,275 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable selling costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of the completed home, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves, 5% Contingency.)

	$125,275
TOTAL	$125,275

C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)	
	$125,275.00
TOTAL	$125,275.00

Exhibit D

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	4,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	87,220.16
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	1160.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter "0.00" if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	2,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	94,880.16
(G) Plus: Developer Fee (__10__%) of Original Per-Unit Development Cost	9,320.00
of $93,201	
(H) Total Per-Unit Cost (F + G)	104,200.16
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	76,000.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	7,321.00
Project Subsidy Required, per unit (H – I – J)	20,879.16

Number of Units to be Developed ___6__

Total Amount of Funding Requested (Number of Units to be Developed X Project Subsidy Required Per Unit) ___$20,879.16_____
Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

Sources	**Amount**	**Uses**	**Amount**
Construction Financing (Self-Financed)	455,995.00	Acquisition Costs	24,000.00
Other Financing	0.00	Project "Soft" Costs	6,960.00
HOME (Gap) Financing	125,275.00	Construction Costs	523,321.00
Repayment of Subsidy Loans		Site Improvements	15,000.00
Gifts in Kind	43,931.00	Developer Fee	55,920.00
		Permit	0.00
TOTAL	625,201.00	**TOTAL**	625,201.00

Agenda Item No. II-8

City of Wichita
City Council Meeting
October 28, 2014

TO: Mayor and City Council

SUBJECT: Extension of the Industrial Revenue Bond Letter of Intent and the Sales Tax Exemption (High Touch/One Twenty South Main, LLC) (District I)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve an extension of the Industrial Revenue Bond Letter of Intent and the sales tax exemption for 120 S. Main, LLC through December 31, 2015.

Background: High Touch Technologies (High Touch), located at 110 S. Main in downtown Wichita, was founded in 1984 to write custom software and design automated systems for the rent-to-own industry. The software is known as Cynergi Suite and allows companies to track inventory, customers and payments. High Touch has since expanded its services to include web development, security from spam, viruses and other threats, managed IT solutions, unified communications (systems of phones, email and computers), cloud computing, colocation of servers, mobile devices and apps and custom programming.

High Touch, an employee owned company, has approximately 200 employees in Wichita, Denver and Kansas City, providing technology solutions to small and midsize businesses in all 50 states and seven countries. Approximately 115 of those employees are based at its Wichita headquarters.

Analysis: On November 19, 2013 the City Council approved a one-year Letter of Intent for the issuance of Industrial Revenue Bonds ("IRBs") in an amount not to exceed $2,000,000 for the purpose of financing the cost of acquiring and remodeling a 106,000 square foot office building located at 110 S. Main in downtown Wichita, for use as a corporate headquarters for High Touch. One Twenty South Main, LLC is the real estate holding entity that acquired the building and will sublease space to High Touch. One Twenty South Main, LLC originally intended to finance the acquisition and renovation with one bond issue. It is now planning on two bonds issues, one in late 2014 and one in late 2015. The first bond issue will finance the acquisition of the building and repairs to the elevators. The second will finance the cost of tenant improvements to occur in 2015. No additional bonding capacity is being requested. The current Letter of Intent and sales tax exemption expire November 19, 2014. One Twenty South Main, LLC is requesting an extension of the Letter of Intent and the sales tax exemption through December 31, 2015 to accommodate all work contemplated as part of this project.

Financial Considerations: There are no additional financial impacts to the City.

Legal Considerations: The Law Department will review the letter of intent extension and approve as to form.

Recommendations/Actions: It is recommended that the City Council approve an extension of the Industrial Revenue Bond Letter of Intent and the sales tax exemption for One Twenty South Main, LLC through December 31, 2015.

Attachments: None

Agenda Item No. II-9

CITY OF WICHITA
City Council Meeting
October 28, 2014

TO: Mayor and City Council

SUBJECT: Transfer of Part of 5801 West 3rd Street for the I-235 and Kellogg Interchange Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the transfer.

Background: The Kansas Department of Transportation (KDOT) has a project to improve the I-235 and Kellogg Interchange in West Wichita. The project requires approximately 11,834 square feet from the property owned by the City at 5801 West 3rd Street. The property is developed and operated as a maintenance facility. The take does not impact the operation of the facility. The project also requires a 3,650 square foot temporary easement.

Analysis: The agreement between KDOT and the City for this project stipulates that KDOT has the right to utilize any right of way owned by the City that is required for the project at no cost to KDOT. KDOT will however reimburse the City for any hardship. While the acquisition has no impact on the facility, it will require relocation and reinstallation of the perimeter fence and entry gate. The City estimated the cost of these items to total $74,750. KDOT will pay this amount to the City and the City will handle the necessary renovations.

Financial Considerations: The City will receive $74,750 from KDOT to cover project costs. This amount will be used to pay for the relocation of fencing and gates accessing the property.

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

Recommendation/Action: It is recommended that the City Council approve the real estate agreement, the project account, and the bonding resolution and authorize the necessary signatures.

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

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

RESOLUTION NO. 14-315

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

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

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

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

relocation and reinstallation of the perimeter fence and entry gate at the City maintenance facility located at 5801 W. 3rd Street.

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

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $74,750 in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on October 28, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

KANSAS DEPARTMENT OF TRANSPORTATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this day of , 2014, by and between

City of Wichita, Kansas a Municipal Corporation
455 N Main
Wichita, KS 67202

landowner(s), and the Secretary of Transportation of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the State of Kansas by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

(a) A tract of land in Lot 1, Block A, West Sub-Station Addition, according to the recorded plat thereof, situated in the Northeast Quarter of Section 22, Township 27 South, Range 1 West of the 6th P.M., described as follows: BEGINNING at the Southeast corner of said Lot; FIRST COURSE, thence on an assumed bearing of South 88 degrees 48 minutes 04 seconds West, 13.99 feet along the South line of said Lot; SECOND COURSE, thence North 01 degree 02 minutes 08 seconds West, 351.50 feet; THIRD COURSE, thence North 08 degrees 37 minutes 48 seconds West, 151.33 feet; FOURTH COURSE, thence North 01 degree 02 minutes 08 seconds West, 65.00 feet; FIFTH COURSE, thence North 43 degrees 49 minutes 20 seconds West, 36.80 feet to the North line of said Lot; SIXTH COURSE, thence North 88 degrees 42 minutes 21 seconds East, 58.46 feet along said North line to the Northeast corner of said Lot; SEVENTH COURSE, thence South 01 degree 05 minutes 12 seconds East, 593.74 feet along the East line of said Lot to the POINT OF BEGINNING. The above described tract contains 11834 square feet, more or less.

This conveyance is made for the purpose of a controlled access highway and the grantor hereby releases and relinquishes to the grantee any and all abutters' rights of access to said highway, appurtenant to grantors remaining property; except and reserving, however, to the grantor, his heirs and assigns, the right of access to a frontage road which will be connected to the highway only at such points as may be established by public authority.

The Secretary may install a fence or other device to delineate the above described controlled access highway facility. If such fence or other device is installed, the Secretary assumes no legal or other responsibility for fencing private property.

It is understood and agreed that landowner(s) is responsible for all property taxes on the above-described property accrued prior to the conveyance of title to the State of Kansas. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the Secretary of Transportation and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the Secretary becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the Secretary becomes legally entitled to the property.

The Secretary of Transportation agrees to purchase the above described real estate, and to pay therefore, pursuant to the "Disbursement of Proceeds Statement," incorporated herein by reference, acknowledged and signed by the landowner(s), the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 11,834 Sq. Ft. for Right of Way	$ 0.00
Miscellaneous: Fencing – to include access control & pedestal-$10,000; Fence, gate, operator & loops-$30,000; Concrete removal, concrete pavement, C&G, new electrical runs, trees removed and replaced - $25,000; 15% contingency-$9,750	$ 74,750.00
	$ 0.00
TOTAL:	$ 74,750.00

By donation per city state agreement no. 159-11

In the event the right of way acquisition includes *"access control"* and the Kansas Department of Transportation is constructing access control fence as part of this project work, the following terms and conditions apply:

> The Secretary may install a fence or other device to delineate the above described controlled access highway facility. If such fence or other device is installed, the Secretary assumes no legal or other responsibility for fencing private property.
>
> The Landowner(s) shall grant the right of ingress and egress onto Landowner(s) property to allow the Secretary of Transportation to attach all intersecting private property fences on the Landowner(s) property to the control of access fence.

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

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

LANDOWNER(S)
City of Wichita, Kansas, a Municipal Corporation

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

_____
Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

MEMORANDA

Exact and full name of owner, as name appears of record:

City of Wichita, Kansas a Municipal Corporation

If mortgage or other liens, show names of holders:

None

REMARKS:

RECOMMENDED BY:

_____
Melinda L. Marlar, Right of Way Agent

NO SALES VALIDATION REQUIRED
KSA 79-1437e (a) (13)

GENERAL WARRANTY DEED

THIS DEED, Made this day of 202014, between

City of Wichita, Kansas a Municipal Corporation

of Sedgwick County, in the State of Kansas, of the first part, and

The Secretary of Transportation of the State of Kansas

of Shawnee County, in the State of Kansas, of the second part,

WITNESSETH, That party of the first part, in consideration of the sum of

One Dollar and Other Valuable Considerations and 00/100 Dollars,

the receipt of which is hereby acknowledged, does by these presents convey and warrant unto said party of the second part, it's successors and assigns, all the following-described REAL ESTATE situated in the County of Sedgwick and the State of Kansas, to wit:

(a) A tract of land in Lot 1, Block A, West Sub-Station Addition, according to the recorded plat thereof, situated in the Northeast Quarter of Section 22, Township 27 South, Range 1 West of the 6th P.M., described as follows: BEGINNING at the Southeast corner of said Lot; FIRST COURSE, thence on an assumed bearing of South 88 degrees 48 minutes 04 seconds West, 13.99 feet along the South line of said Lot; SECOND COURSE, thence North 01 degree 02 minutes 08 seconds West, 351.50 feet; THIRD COURSE, thence North 08 degrees 37 minutes 48 seconds West, 151.33 feet; FOURTH COURSE, thence North 01 degree 02 minutes 08 seconds West, 65.00 feet; FIFTH COURSE, thence North 43 degrees 49 minutes 20 seconds West, 36.80 feet to the North line of said Lot; SIXTH COURSE, thence North 88 degrees 42 minutes 21 seconds East, 58.46 feet along said North line to the Northeast corner of said Lot; SEVENTH COURSE, thence South 01 degree 05 minutes 12 seconds East, 593.74 feet along the East line of said Lot to the POINT OF BEGINNING. The above described tract contains 11834 square feet, more or less.
This conveyance is made for the purpose of a controlled access highway and the grantor hereby releases and relinquishes to the grantee any and all abutters' rights of access to said highway, appurtenant to grantors remaining property; except and reserving, however, to the grantor, his heirs and assigns, the right of access to a frontage road which will be connected to the highway only at such points as may be established by public authority.
The Secretary may install a fence or other device to delineate the above described controlled access highway facility. If such fence or other device is installed, the Secretary assumes no legal or other responsibility for fencing private property.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And party of the first part, for its successors and assigns, executors and administrators, do hereby covenant, promise and agree to and with party of the second part that at delivery of these presents it is lawfully seized in its own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature of kind so ever, except:

None

and that it will warrant and forever defend the same unto party of the second part, it's successors and assigns, against party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, party of the first part has hereunto subscribed its name, the day and year first above written.

City of Wichita, Kansas a Municipal Corporation

_____
Carl Brewer, Mayor

_____

_____

_____

Rev 3-01 81977 3M 11-81

STATE OF _____Kansas_____, _____Sedgwick_____ COUNTY, ss.
BE IT REMEMBERED, That on this _____ day of _____ 2014,

before me, the undersigned, a _____Notary_____ in and for the County and State aforesaid, came
_____Carl Brewer, Mayor City of Wichita, Kansas a Municipal Corporation

who ___is___ personally known to me to be the same person _ who executed the foregoing deed, and duly acknowledge the execution of the same.

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

_____
, Notary Public
My appointment expires

STATE OF _____, _____ COUNTY, ss.
BE IT REMEMBERED, That on this _____ day of _____ 20_____,

before me, the undersigned, a _____ in and for the County and State aforesaid, came

who _____ personally known to me to be the same person _____ who executed the foregoing deed, and duly acknowledge the execution of the same.

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

_____
Notary Public
My appointment expires

KANSAS DEPARTMENT OF TRANSPORTATION

TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this th day of , 2014, by and between

City of Wichita
455 N Main
Wichita, KS 67202

landowner(s), and the Secretary of Transportation of the State of Kansas.

For consideration as hereinafter set forth, the landowner(s) agree(s) to grant to the Secretary of Transportation, his duly authorized agents, contractors and assigns the right to enter upon the following described real estate in the County of Sedgwick, State of Kansas:

(b) A tract of land in Lot 1, Block A, West Sub-Station Addition, according to the recorded plat thereof, situated in the Northeast Quarter of Section 22, Township 27 South, Range 1 West of the 6th P.M., described as follows: COMMENCING at the Southeast corner of said Lot; thence on an assumed bearing of South 88 degrees 48 minutes 04 seconds West, 13.99 feet along the South line of said Lot to the Westerly right of way line of the proposed highway; thence North 01 degree 02 minutes 08 seconds West, 351.50 feet along said Westerly right of way line to the POINT OF BEGINNING; FIRST COURSE, thence South 88 degrees 57 minutes 52 seconds West, 11.00 feet; SECOND COURSE, thence North 18 degrees 46 minutes 49 seconds West, 131.24 feet; THIRD COURSE, thence North 01 degree 02 minutes 08 seconds West, 25.00 feet; FOURTH COURSE, thence North 88 degrees 57 minutes 52 seconds East, 31.00 feet to said Westerly right of way line; FIFTH COURSE, thence South 08 degrees 37 minutes 48 seconds East, 151.33 feet along said Westerly right of way line to the POINT OF BEGINNING. The above described tract contains 3650 square feet, more or less.

For the purpose of an entrance as shown by the plans of road project 235-87 KA-0161-04.

Said right of entrance, occupation and use to continue only during the construction and completion of the above project.

It is further agreed by and between the parties hereto that this easement is not intended to change the highway right of way line as it now exists.

The Secretary of Transportation agrees to pay the landowner(s) a lump sum of by donation per city state agreement 159-11 Dollars for the temporary easement over and upon the above described property, pursuant to the "Disbursement of Proceeds Statement," incorporated herein by reference, acknowledged and signed by the landowner(s).

It is understood and agreed that the consideration for said temporary easement is in full payment for the purchase of said easement and all damages arising from the transfer of said property interest and its use for the purpose above set out.

This easement expires ninety days (90) after completion of the highway construction project for which this easement is acquired.

IN WITNESS WHEREOF the parties have signed this agreement on the day and year first above written.
City of Wichita

Landowner(s):

_____ _____
Carl Brewer, Mayor

_____ _____

_____ _____

_____ _____

ATTEST:

Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

Recommended by:

BY: _____
WILLIAM VICORY, CHIEF
BUREAU OF RIGHT OF WAY

_____
Melinda L. Marlar, Right of Way Agent

STATE OF Kansas, Sedwick COUNTY, SS.

On this _____ day of _____ A.D. 2014, before me, a notary public in and for said county and state, personally appeared

Carl Brewer, Mayor City of Wichita

to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

_____

, NOTARY PUBLIC

My commission expires

STATE OF _____, _____ COUNTY, SS.

On this _____ day of _____ A.D. _____, before me, a notary public in and for said county and state, personally appeared

to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

_____

, NOTARY PUBLIC

My commission expires

KANSAS DEPARTMENT OF TRANSPORTATION
DISBURSEMENT OF PROCEEDS STATEMENT

PROJECT: 235-87 KA 0161-04 **TRACT: 53** **JOB: 3478**

DATE OF CONVEYANCE: **GROSS PROCEEDS: $74,750**

Landowner(s), Purchaser(s) Under Contract and Parties of Interest Receiving All or Any Portion of Gross Proceeds

NAME	DESCRIPTION	GROSS PROCEEDS DISBURSEMENT
City of Wichita, a Municipal Corporation	Fencing - $74,750	$74,750

I agree and authorize KDOT to disburse the gross proceeds as allocated above. If a Disbursement of Proceeds Statement is not provided, IRS Regulations Sec. 1.6056-4 requires the gross proceeds to be reported to each seller. I further understand this disbursement will be used for tax liability purposes.

City of Wichita, a Municipal Corporation

VERIFIED BY _____ **DATE**_____

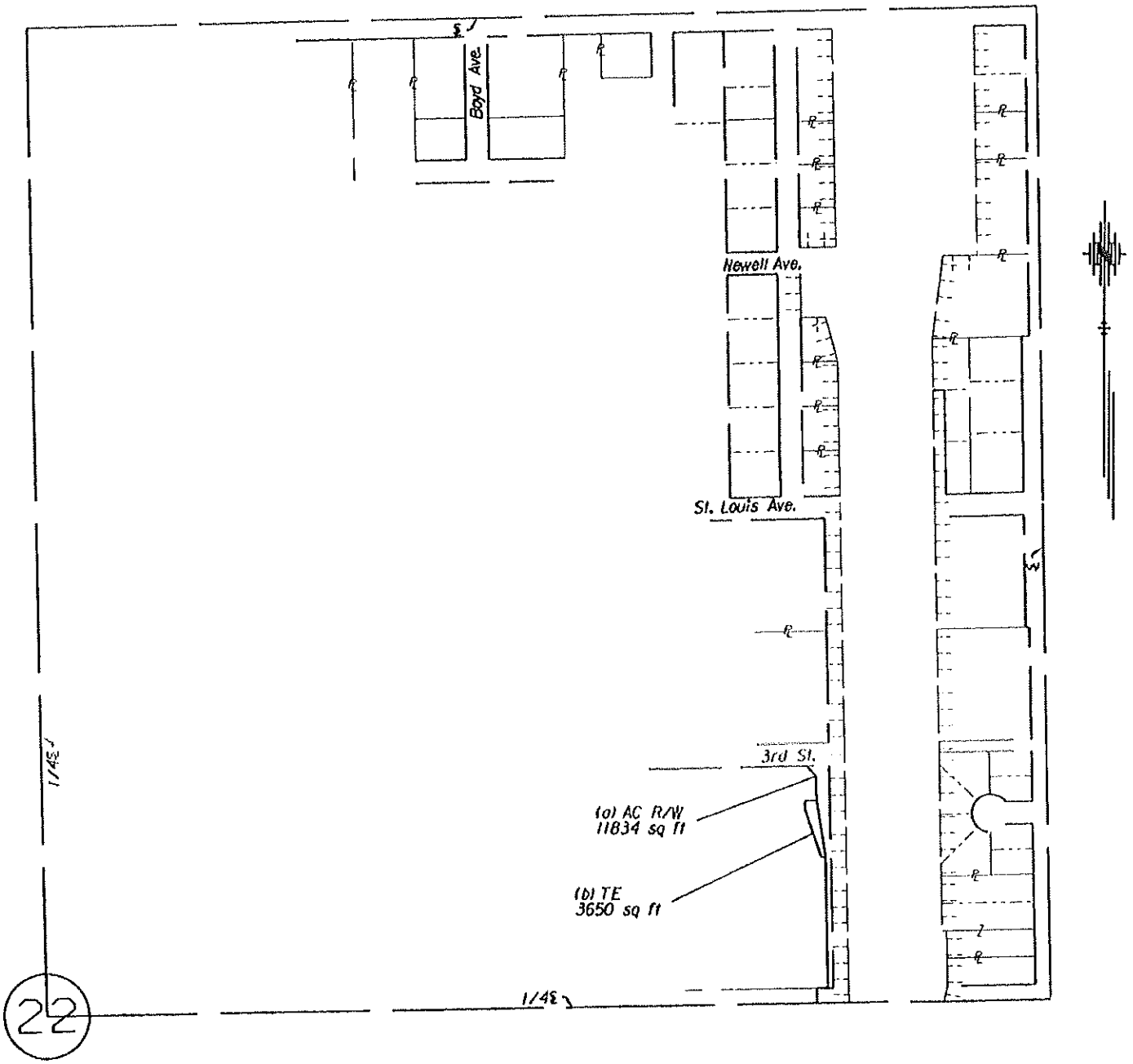
Carl Brewer, Mayor

VERIFIED BY _____ **DATE**_____

CITY OF WICHITA
SEDGWICK COUNTY
235-87 KA-0161-04
V. L. RICHMOND TRUST
03-13-13

53

3478



SCALE = 1" = 400'

5801 West 3rd Street

Legend

- Parcels

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 2,757

City of Wichita
City Council Meeting
October 28, 2014

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 1 for 13th Street and Edgemoor Intersection (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On July 15, 2014, the City Council approved an agreement with Poe & Associates for the development of design concepts for the intersection of 13th Street North and Edgemoor. The design concept fee was $21,330 and the design concept was approved by the City Council on October 21, 2014.

Analysis: The proposed supplemental agreement between the City and Poe & Associates provides for development of final plans based on the approved design concept. Improvements to the intersection include construction of a westbound left turn lane, installation of traffic signals, and pavement marking to create northbound right and left turn lanes on Edgemoor.

Financial Considerations: Payment to Poe & Associates for the final design work will be on a lump sum basis in the amount of $63,415. Funding is available in the existing budget of $135,000, which was approved by the City Council on July 15, 2014, and is funded by General Obligation (GO) bonds.

Construction funding for this project is not included in the 2011-2020 Adopted Capital Improvement Program (CIP); however, $500,000 is included in the Wichita Area Metropolitan Planning Organization (WAMPO) Transportation Improvement Program (TIP) in 2015. An additional $600,000 will need to be programmed in the proposed CIP to fully fund the $1.1 million cost of construction. The project will be returned to the City Council at a later date for approval of the construction funding.

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

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and authorize all necessary signatures, including those for the acquisition or granting of easements, utility relocation agreements, and all required permits.

Attachments: Supplemental Design Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 15, 2014

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

POE & ASSOCIATES, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated July 15, 2014) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **13TH STREET NORTH & EDGEMOOR** (Project No.472-85162).

WHEREAS, Paragraph IV. B. of the above referenced Agreement 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:

Prepare final plans for the intersection of
13th St. North and Edgemoor (see Attached for details)

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **$63,415.**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

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

CITY OF WICHITA

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Sharon Dickgrafe, Interim City Attorney
and Director of Law

POE & ASSOCIATES, INC.

_____

(Name and Title)
James M. Ubert, P.E.
Sr. Vice President

ATTEST:

_____

Carol R. Barnes, Assistant Secretary

POE & ASSOCIATES, INC. CONSULTING ENGINEERS
544 West Douglas Avenue (316) 685-4114
Wichita, Kansas 67203 FAX: (316) 685-4444

September 22, 2014

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

Re: Intersection of 13th Street North and Edgemoor Street Design Services Scope and Fees (Supplemental Agreement to Project No. 472-85162_707069)

Dear Mr. Janzen:

Poe & Associates, Inc. (Poe) will provide the following design services for the intersection improvements for 13th Street North and Edgemoor Street in Wichita, Kansas for the City of Wichita (City) specifically defined below:

> The intersection project is planned to include the reconstruction of the intersection of East 13th Street North and Edgemoor Drive in northeast Wichita. Limits along 13th are anticipated to run from a minimum of 50 feet east of the Parkwood Avenue intersection to a minimum of 100 feet west of the Perth Avenue Intersection. Limits north and south of 13th include 15-20 feet of the respective right-of-way areas including work needed to tie in drainage from the north along Spring Lane within the available Spring Lane right-of-way. Limits along Edgemoor include up to 300 feet south of 13th Street within the Edgemoor right-of-way. The basic goals of the project are to add a westbound left-turn lane on 13th Street North with new traffic signals. The project will include improvements to roadway pavement—to include brick crosswalks at the south and east approaches, sidewalks, traffic signalization, pavement marking, signage and seeding, as needed to facilitate the construction of the proposed intersection improvements.

1.1 Scope of Services. Poe agrees to provide the following services beyond those services described in City's Scope of Services.

1.1.1 Surveys. Reset disturbed section corner monuments and property corner pins within project limits. Locate Kansas Gas Service lines currently being relocated in the field based on utility company information and/or physical evidence of said utility. Fees will be:

Surveys Total	$9,280

1.1.2 Field Check Plans. Poe will participate in an on-site field check review with the City and/or KDOT if required. Fees will be:

Field Check Plans Total	$22,635

1.1.3 Tract Maps. Tract maps shall be submitted to the City for use in acquiring right-of-way and/or easements. Maps shall include a plan and legal description for

any needed right-of-way acquisition and/or permanent and/or temporary easements. Separate Word documents supplied with each legal description shall be included with the tract maps. Each Tract Map and description document will be submitted electronically. Fees will be:

Tract Maps Total $5,250

1.1.4 Utility Coordination. Poe will meet with utility company representatives and attend utility coordination meetings as scheduled by the City in coordinating the relocation of the existing utilities found within the project corridor and to explain the scope of the project, the effect the respective utility has on the project, and to coordinate relocation of the utilities to suitable locations. Fees will be:

Utility Coordination Total $4,850

1.1.5 Office Check Plans. Poe will be responsible for the following design tasks: intersection, roadway, walk and drive improvements, traffic detour plans, pavement marking plans, construction sequencing plans, and access plans. Special provisions will be provided as required by the project. Fees will be:

Office Check Plans Total $11,750

1.1.6 Final Plans. An itemized construction cost estimate shall be submitted if substantial changes are made during the Office Check review. Fees will be:

Final Plans Total $9,650

1.1.7 Public Involvement: Engineer will assist the City personnel in the conduct and presentation of public information meeting. Fees for this item of work are included in services listed above.

TOTAL FEES $63,415

1.2 Supplemental Services. Any work requested by the City that is not included in the Section 1.1 Scope of Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following:

1.2.1 Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, City's schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond Poe's control.

1.2.2 If authorized to obtain soils and foundation investigations, Poe will subcontract with a qualified geologist or geotechnical engineer and submit a supplemental request to the City for the cost of the work to obtain geological information for the project as needed to be used in the earthworks design and pavement design.

1.2.3 Design and development of public utility construction/bidding documents for storm sewer system extensions, detention facilities, and water quality treatment systems, except as previously defined in the Scope of Services.

1.2.4 Design and development of public utility relocation construction/bidding documents for water distribution system and sanitary sewer system improvements, except as previously defined in the Scope of Services.

1.2.5 Traffic counts necessary to estimate traffic volumes.

1.2.6 Revisions to the plans and specifications when inconsistent with previous approvals or instruction by the City.

1.2.7 Engineering or surveying services related to non-City utility relocations.

1.2.8 Construction and post construction services.

1.2.9 Survey and/or construction services for City relocation projects.

Respectfully,

POE & ASSOCIATES, INC.

James M. Ubert, P.E.
Senior Vice President

Jason P. Dickman, P.E.
Project Manager

Agenda Item II-11

City of Wichita
City Council Meeting
October 28, 2014

TO: Mayor and City Council

SUBJECT: 2015 Organized Crime Drug Enforcement Task Force (OCDETF)

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve continued participation in the Organized Crime Drug Enforcement Task Forces (OCDETF).

Background: The Wichita Police Department, through the DEA's Drug Enforcement Task Force, has participated in the Organized Crime Drug Enforcement Task Forces (OCDETF) for over a decade. The OCDETF Program works in close partnership with state and local law enforcement agencies. For each specific investigation, a separate agreement must be executed between OCDETF and the program participant.

Analysis: OCDETF funding expands the resources available to the Wichita Police Department and increases its ability to investigate drug crime and narcotic trafficking in this region. Funds awarded by OCDETF are allocated on a case by case basis, after a review of the substance and needs of each particular agency. Agreements are approved for each federal fiscal year (beginning October 1st).

Financial Considerations: OCDETF provides reimbursement for overtime costs while assisting on OCDETF investigations, up to $50,000 per case per year. There is no local match requirement. Annual reimbursements vary depending on the number cases assigned and the staffing needs of each case. Approval of budget authority of $150,000 is requested for the fiscal year beginning October 1, 2014.

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

Recommendations/Actions: It is recommended that the City Council approve continued annual participation in the OCDETF program and approve the budget for the fiscal year beginning October 1, 2014.

Attachments: None.

City of Wichita
City Council Meeting
October 28, 2014

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
New Facilities Support
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare the intent to utilize general obligation bond funding for expenditures made on or after the date which is 60 days before the notice of said intent. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of General Obligation bonds for long term financing.

Analysis: In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, approved a capital budget for the equipment to support the new terminal building and parking garage. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The project budget approved is $506,000 (exclusive of interest on financing and administrative and financing costs) which will be financed with the proceeds of general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

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

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachments: Resolution.

RESOLUTION NO. 14-313

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

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

WHEREAS, the City Council (the "Governing Body") of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the "Authority"); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the "Act") to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

WHEREAS, the outstanding principal amount of general obligation bonds issued pursuant to the Act shall not: (a) exceed three percent (3%) of the assessed value of all taxable tangible property within the City, and (b) be subject to or within the limitations prescribed by any other law limiting the amount of indebtedness of the City; and

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

New Facilities Support

for use by the Authority at the Wichita Mid-Continent Airport (the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $506,000 in accordance with specifications prepared or approved by the Authority.

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

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

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

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Sharon Dickgrafe, Acting Director of Law

City of Wichita
City Council Meeting
October 28, 2014

TO: Mayor and City Council

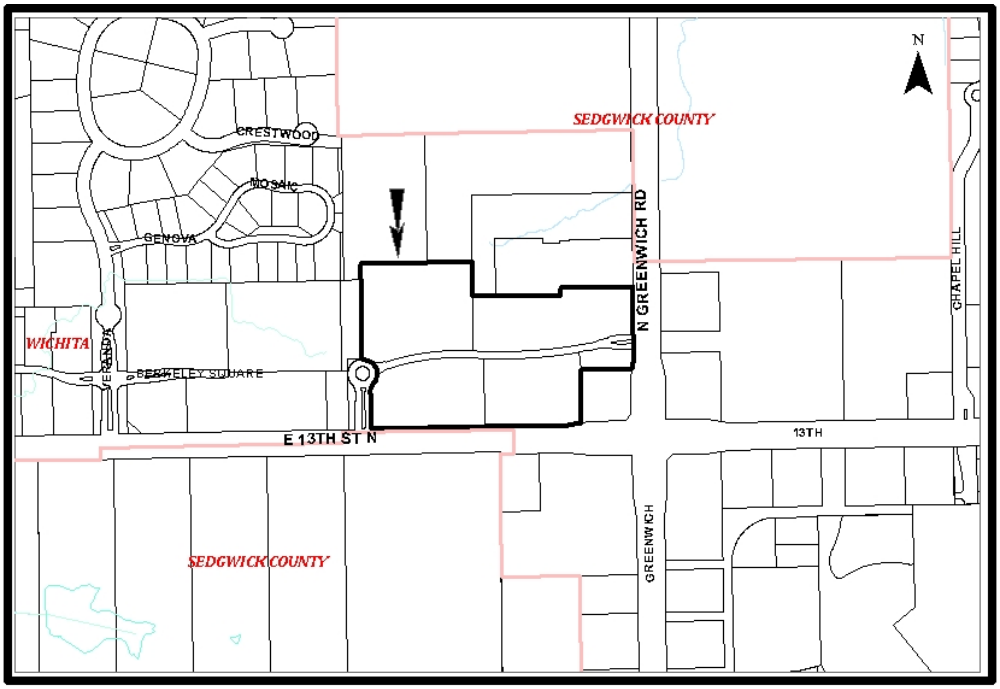
SUBJECT: SUB2014-00033 -- Plat of Berkeley Square 3rd Addition located on the North Side of 13th Street North, on the West Side of Greenwich (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)



Background: The site consists of six lots on 15.5 acres and is zoned Limited Industrial (LI).

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Cross-lot Circulation Agreement.

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 Restrictive Covenant and Cross-lot Circulation Agreement as to form and the documents will be recorded by the applicant with the Register of Deeds.

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

Attachments: Restrictive Covenant.
Cross-lot Circulation Agreement.

RESTRICTIVE COVENANT

This covenant, executed this _____ day of _____, 2014.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Berkeley Square Third Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding maintenance of the reserve being platted.

NOW, THEREFORE, the undersigned does hereby subject Lots 1-4, Block 1, Berkeley Square Third Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. At such time as the property shall become developed by erection of improvements thereon the undersigned agrees to provide for the care, maintenance and upkeep of the reserve, or cause an association to be formed to provide for the care, maintenance and upkeep of the reserve.
2. The reserve located in said Addition may be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserve is so conveyed, the ownership and maintenance of the reserve shall be by the undersigned.
4. The owner of the reserve shall bear the cost of any repair or replacement of improvements within said reserve resulting from street construction, repair or maintenance.
5. 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.
6. In the event that the Undersigned or an association, its' successors or assigns, shall fail at any time to maintain the Reserve dedicated for Drainage or fail in any manner to fulfill its' obligation relating to the Reserve dedicated for Drainage, City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the Undersigned or the Association has failed to fulfill its' obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the Reserve dedicated for Drainage from becoming a nuisance, may enter upon said Reserve dedicated for Drainage and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Undersigned or the Association may be assessed against the Reserve 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 or the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations

described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

This covenant runs with the land and is binding on future owners and assigns.

IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this _____ day of _____, 2014.

As to Lots1-3, Block 1

By: _____
Steven A. Hatchett, manager of,
Apex Realty, LLC and Nexus Properties, LLC

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

Be it remembered that on this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State and County aforesaid, came Steven A. Hatchett, manager of, Apex Realty, LLC and Nexus Properties, LLC to me personally known to be the person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

_____
Notary Public

(seal)

My Appointment Expires:_____

As to Lot 4, Block 1

By: _____
Thomas R. Devlin, Jr.

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

Be it remembered that on this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State and County aforesaid, came Thomas R. Devlin, Jr. to me personally known to be the person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

_____
Notary Public

(seal)

My Appointment Expires:_____

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

CROSS-LOT CIRCULATION AGREEMENT

THIS DECLARATION, made this _____ day of _____, 2014, by Thomas R. Devlin, Jr., and by Steven A. Hatchett, manager of, Apex Realty, LLC and Nexus Properties LLC.

W I T N E S S E T H: That,

WHEREAS, Declarants are the owners of Lots 1 through 4, Block 1, Berkeley Square Third Addition, an addition to Wichita, Sedgwick County, Kansas, which addition is presently in the process of being platted; and

WHEREAS, as a part of the platting process it is necessary to provide a cross-lot circulation agreement for the benefit of Lots 1 through 4, Block 1, in said Addition; and

WHEREAS, Declarants are the owners of the property to be burdened by said agreement and desires hereby to establish the same.

NOW, THEREFORE, Declarants hereby declare and establishes the cross-lot circulation agreement, as follows:

1. Declarants grants to all future Owners, their agents, assigns, lessees, customers, invitees, licensees, tenants and employees a nonexclusive easement over, through, and around the common areas for driveways, walkways, ingress and egress, parking motor vehicles, and the loading and unloading of commercial and other vehicles. All entrances, exits, aisleways and driveways shall be unobstructed so that vehicular and pedestrian traffic may easily move to and from adjoining lots within the common area and the adjacent streets.

2. The rights herein granted and all provisions hereof shall be deemed covenants that shall run with the land and shall inure to the benefits of and be binding upon Declarants and their successors and assigns.

IN WITNESS WHEREOF, this Declaration has been executed the date first above written.

As to Lot 4, Block 1

By: _____
Thomas R. Devlin, Jr.

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

Be it remembered that on this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State and County aforesaid, came Thomas R. Devlin, Jr. to me personally known to be the person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

_____
Notary Public

(seal)

My Appointment Expires:_____

As to Lots1-3, Block 1

By: _____
Steven A. Hatchett, manager of,
Apex Realty, LLC and Nexus Properties, LLC

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

Be it remembered that on this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State and County aforesaid, came Steven A. Hatchett, manager of, Apex Realty, LLC and Nexus Properties, LLC to me personally known to be the person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

_____
Notary Public

(seal)

My Appointment Expires:_____

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

City of Wichita
City Council Meeting
October 28, 2014

TO: Wichita Airport Authority

SUBJECT: Airfield Snow Equipment Storage Facility
Approve Design-Build Criteria
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve design-build services competitive solicitation (request for proposals) evaluation and selection criteria.

Background: The Wichita Airport Authority (WAA) desires to solicit competitive proposals from qualified firms to provide design-build contract services for the development of an Airfield Snow Equipment Storage Facility on Mid-Continent Airport. The WAA's intent is to issue a request for proposals (RFP) solicitation, then subsequently enter an agreement with the top-ranked proposer. The scope of this project generally includes a 25,000 sq.ft. metal building with ancillary paved areas and supporting systems and infrastructure. The purpose of this proposed facility is to store and support equipment and material used for maintenance and snow and ice control of the air-side (airfield) areas of the Airport. This proposed facility replaces a storage structure removed in preparation for the new terminal building, and accommodates larger airfield snow equipment now being used. Charter Ordinance No. 111 allows for design-build projects solicited through an RFP process subject to approval of evaluation and selection criteria by the WAA.

Analysis: The design-build methodology for project delivery was chosen for this particular project because this method offers maximum flexibility to work with the selected contractor to refine scope and costs as necessary to stay within budget. This delivery method is the most cost effective and efficient for a basic metal structure of the type proposed.

The RFP evaluation and selection criteria are proposed as follows:

- Project specific design proposals 15%
- Experience of assigned personnel 10%
- Experience of company with substantially similar recent projects 20%
- Experience with value engineering 20%
- Project commencement and duration 15%
- Fee proposal (including lump sum, add alternate, and unit cost additions if budget permits) 20%

If, after considering the weighted factors listed immediately above, two or more proposals are equal or nearly equal, the award will be based solely on lowest lump-sum fixed price from among those proposals determined to be otherwise equal or nearly equal.

Financial Considerations: The future contract agreement will include a project stipulated "lump sum" amount within the parameters of the Airport's Capital Improvement Program and budget authorization. In early 2014, partial budget was initiated for this project as a part of the South Maintenance Yard Paving and Drainage Improvement Project. Upon completion of competitive selection and prior to entering a design-build agreement, staff will present for Council consideration a budget adjustment request for the full and final project cost. This project will be funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue.

Legal Considerations: The request for proposal criteria have been reviewed and approved as to form by the Law Department as in conformity with Charter Ordinance 111.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the design-build construction delivery methodology for this project, and use of the suggested evaluation and selection criteria.

Attachments: None.

City of Wichita
City Council Meeting
October 28, 2014

TO: Wichita Airport Authority

SUBJECT: Operating Budget Transfers
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the operating budget transfers.

Background: A competitive procurement process for large capacity mowers in September 2014 resulted in lower prices and higher trade-in values than were expected when the capital outlay in the operating budget for the Airport department was developed. The result is over $50,000 being available in the Airport Ground Facilities and Fleet (formerly known as Airfield Maintenance) division capital account in the operating budget.

Analysis: It is requested that $20,000 be moved to Airport Ground Facilities and Fleet commodities to reduce the risk of the de-icer budget running short before year-end since over 85% of this account was spent during the first quarter of 2014 due to the severe winter weather. The remaining $30,000 would be transferred to the Police and Fire division to allow early initiation of a program to ensure staff is properly protected by replacing aged and worn fire suits.

Financial Considerations: The transfers result in no change to the total value of the Airport department operating budget.

Legal Considerations: The Airport budget is not certified by State Statute; however, budget adjustments exceeding $25,000 require Governing Body approval.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the operating budget transfers.

Attachments: None.

City of Wichita
City Council Meeting
October 28, 2014

TO: Wichita Airport Authority

SUBJECT: New Facilities Support
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the project budget.

Background: The new terminal building and parking garage are expected to open to the public in the spring of 2015. There is equipment needed that will be used by Airport department staff to maintain, monitor, and fit-out certain areas of the facilities which is separate and distinct from the furnishings provided in the Air Capital Terminal 3 (ACT 3) and Parking Garage construction projects. The adopted Capital Improvement Program (CIP) includes a Terminal Building Support line item which specifically recognizes the need for additional, supplemental, and/or specialized maintenance and operating equipment.

Analysis: Over the past three years, extensive review of the items needed by Airport staff to support the new terminal and garage has taken place to ensure that the facility can be properly maintained and operated on opening day and beyond. For example, the new facilities will require additional and different cleaning/maintenance equipment. The majority of the current terminal is carpeted whereas the new terminal will have terrazzo flooring in nearly all of the public areas which requires industrial floor cleaning and polishing equipment. Similarly, the new parking structure will require power washing and cleaning that is not required by the current surface parking lots. The new facilities have much higher ceiling heights which will require larger lifts for maintenance activities. A new amenity is the First Aid Room to serve passengers in need of medical care while in the facility, which requires the appropriate medical equipment. The terminal includes rooms that will be outfitted with audio/visual equipment that can be made available to tenants and the public for presentations and meetings. Some reconfiguration and upgrade of the existing system monitoring room is required to accommodate new facility systems. New systems critical to the functionality of the new terminal will include highly technical computer-operated and monitored baggage conveyance systems, and passenger boarding bridges which require specialized tooling and equipment. Procurement of all items will be accomplished through normal City of Wichita purchasing processes. This capital project represents the initial one-time purchase of many items that will be replaced as needed through the operating budget in future years.

Financial Considerations: A capital budget of $506,000 is requested to address custodial ($285,000), facility maintenance ($140,000), medical ($31,000), and audio/visual ($50,000) demands. This project will be funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project budget.

Attachments: None.