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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. December 16, 2014

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on December 9, 2014

AWARDS AND PROCLAMATIONS

-- Special Presentation:

The Holy Savior Mass Choir

I. PUBLIC AGENDA

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

None

II. CONSENT AGENDAS ITEMS 1 THROUGH 21

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

1. Appeal of Historic Preservation Board Denial of Demolition of McClinton Grocery Store, 1201 E. 12th Street. (District I)
(Deferred December 9, 2014)

RECOMMENDED ACTION: Find there are no "prudent and feasible alternatives" to the demolition of McClinton Grocery Store located at 1201 E. 12th Street and overturn the denial of HPC2014-00049.

2. 2015 State Legislative Agenda.
(Deferred December 9, 2014)

RECOMMENDED ACTION: Approve the 2015 Legislative Agenda.

IV. NEW COUNCIL BUSINESS

1. Request for Letter of Intent for Industrial Revenue Bonds, TCRS, LLC. (District IV)

RECOMMENDED ACTION: Close the public hearing and adopt the Resolution of Intent which: (1) authorizes the Mayor to sign a three-year Letter of Intent for TCRS, LLC for Industrial Revenue Bonds in an amount not-to-exceed $34,000,000, subject to the standard Letter of Intent Conditions; (2) approves an 84% tax abatement on all bond-financed property for an initial five-year period plus an additional five years following City Council review; (3) authorizes staff to apply for a sales tax exemption; (4) authorizes the Mayor to execute bond purchase agreements for each series of bonds; (5) authorizes the filing of required information statements with the State Board of Tax Appeals; and (6) authorizes the necessary signatures and other actions necessary to accomplish the intent of the Resolution.

2. Amended and Restated Development Agreement - River Vista, L.L.C, West Bank Apartments, Amended TIF Project Plan, Amended River District STAR Bond Project Plan and Creation of River Vista Village Community Improvement District. (District VI)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Home Rule Ordinance authorizing the execution of the Amended and Restated Development Agreement with River Vista, LLC and authorizing the issuance of City bonds, the Ordinance adopting the West Bank Apartments TIF Project Plan Amendment, the Ordinance adopting the River District STAR Bond Project Plan Amendment and the Ordinance establishing the River Vista Village Project Community Improvement District and finding it necessary to undertake public improvements to be financed by special assessments; adopt the Resolution modifying the requirements of Charter Ordinance No, 144; approve the reimbursement of developer expenses incurred by The RIV, LLC; and authorize all necessary signatures.

3. 2015 Contract Renewal with Go Wichita Convention and Visitors Bureau.

   RECOMMENDED ACTION: Approve the contract.

4. Operating Partnership Agreement with The Wichita Art Museum, Inc.

   RECOMMENDED ACTION: Approve the Operating Partnership Agreement with The Wichita Art Museum, Inc.

5. Parking Agreement for 271 W. 3rd Street Memorandum of Understanding. (District VI)

   RECOMMENDED ACTION: Approve the Memorandum of Understanding and authorize the necessary signatures.

6. Charter Ordinances Relating to the Appointment of Municipal Court Judges and Municipal Court Procedures.

   RECOMMENDED ACTION: Place the ordinances on first reading and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Council Policy Municipal Court Judicial Evaluations.

   RECOMMENDED ACTION: Approve the Policy for Municipal Court Judicial Evaluations.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 21)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated December 15, 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)
J Larry Fugate	Pizza Hut**	8977 West Central
J Larry Fugate	Pizza Hut**	11747 East Kellogg
J Larry Fugate	Pizza Hut**	550 North West
J Larry Fugate	Pizza Hut**	350 South Ridge Road
Stacia Sheets	Annex Lounge*	6305 East Harry

Renewal	2014	(Consumption off Premises)
Brian Le	BV Gasoline, Inc. ***	4003 South Broadway
James Steindler	Gotta Stop***	5600 West MacArthur Road
Kashif Khan	Phillips 66***	7115 West 13th

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

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

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

   RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.
   a. Community Events – Run in the New Year 5K. (Districts I and VI)
   b. Community Events – Hangover Half Marathon and 5K. (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.

5. Minutes of Advisory Boards/Commissions

Board of Building Code Standards and Appeals, November 3, 2014
Airport Advisory Board, November 3, 2014
Board of Appeals of Plumbers and Gas Fitters, October 22, 2014
Board of Appeals of Refrigeration, Air Conditioning, Warm Air Heating and Boiler, November 6th, 2014
Wichita Historic Preservation, October, 13, 2014
Board of Park Commissioners, November 10, 2014
Joint Investment Committee, November 6, 2014

RECOMMENDED ACTION: Receive and file.

6. Approval of IRB Subtenant Lease, Pulse Headquarters, LLC. (District II)

RECOMMENDED ACTION: Approve the sublease between Pulse Headquarters, LLC and Kansas State Bank of Manhattan.

7. 2015 Insurance Program.

RECOMMENDED ACTION: Receive, file and ratify the 2015 Insurance Program, subject to minor modifications and verification of coverage details.

8. Assignment of Hansen Software Licenses from the City of Wichita to Sedgwick County.

RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

9. Approval of Offers for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)

RECOMMENDED ACTION: Approve the offers and authorize the necessary signatures.

10. Approval of Waiver of Right to Purchase. (District I)

RECOMMENDED ACTION: Approve the Waiver of Right to Purchase and authorize the necessary signatures.

11. Contracts and Agreements for November 2014.

RECOMMENDED ACTION: Receive and file.

12. Senior Management Report, Quarter Ended September 30, 2014.

RECOMMENDED ACTION: Receive and file the report.

13. 2015 Victims of Crime Act (VOCA) Grant.

RECOMMENDED ACTION: Approve the 2015 Victims of Crime Grant Award.

14. Construction Funding for Improvements to Amidon, 21st to 29th Streets North. (District VI)

RECOMMENDED ACTION: Approve the revised budget, approve the 3% change order limit, adopt the resolution, and authorize all necessary signatures, including those for the acquisition or granting of easements, utility relocation agreements, and all required permits.

15. Report on Claims for November, 2014.

RECOMMENDED ACTION: Receive and file.

16. Year-End Budget Adjustments.

RECOMMENDED ACTION: Approve the budget adjustments.

17. Acceptance of Construction Bid Exceeding Engineer's Estimate for Paving Improvements in The Woods Addition. (District V)

RECOMMENDED ACTION: Approve acceptance of the lowest bid and authorize the necessary signatures.

17a. Performance Bond Waiver Request for Industrial Revenue Bonds, Wesley Medical Center, LLC. (District I)

RECOMMENDED ACTION: Waive the requirement to maintain a performance bond as a condition of disbursement and authorize the 2014 draw payment to be issued at any time by the end of the year.

18. Second Reading Ordinances: (First Read December 9, 2014)
    a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

19. *SUB2013-00044 -- Plat of River Vista Village Addition located on the Northeast Corner of Douglas and MacLean. (District VI)

    RECOMMENDED ACTION: Approve the plat and authorize the necessary signatures for approval of the plat and the City's ownership interest.

20. *DER2014-05 - City of Wichita Boundary Resolution.

    RECOMMENDED ACTION: Adopt the Boundary Resolution 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.

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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.

21. *Emergency Response at 1851 Airport Road - Wichita Mid-Continent Airport.

    RECOMMENDED ACTION: Approve the project budget.

Agenda Report No. III-1

City of Wichita
City Council Meeting
December 16, 2014

To: Mayor and City Council

Subject: Appeal of Historic Preservation Board Denial of Demolition of McClinton Grocery Store (1201 E. 12th Street) (District 1)

Initiated By: Metropolitan Area Planning Department

Agenda: Unfinished Business

HPB Recommendation: The Historic Preservation Board (HPB) voted unanimously to deny the request for demolition (7-0).

Staff Recommendation: Staff recommends that City Council overturn HPB denial of demolition of the McClinton Grocery Store and allow the Metropolitan Area Building and Construction Department (MABCD) to proceed with demolition of the structure.

Background: On October 13, 2014, the HPB reviewed a request for demolition of an unsafe structure located at 1201 E. 12th Street (HPC2014-00049). The MABCD submitted the request for demolition after numerous attempts to work with the property owner to bring the building into compliance with City building code standards. Historic Preservation staff was contacted by the current owners to voice their support of the demolition action.

Since the building is listed in the Register of Historic Kansas Places and the National Register of Historic Places, the HPB reviewed the request for demolition in accordance with K.S.A. 75-2715 – 2725. As per the state statute, HPB voted unanimously (7-0) to deny the request for demolition.

Analysis: According to K.S.A. 75-2715 – 2725, mitigating factors cannot be considered by the local Historic Preservation Board. The City of Wichita Historic Preservation Board does support the demolition of the unsafe structure located at 1201 E. 12th Street. As per the state preservation statute, only the local governing body can consider mitigating factors to determine if there are "prudent and feasible alternatives" to the action requested.

Financial Consideration: Any demolition costs will be paid by MABCD.

Legal Consideration: Law Department reviewed the agenda report and has approved it as to form.

Recommendation/Actions: It is recommended that the City Council find there are no "prudent and feasible alternatives" to the demolition of McClinton Grocery Store located at 1201 E. 12th Street and overturn the denial of HPC2014-00049.

Attachment: Draft minutes of October 13, 2014 Historic Preservation Board meeting

ITEM NO. 1 ROLL CALL

Meeting started at 2:00 p.m. The meeting was held at the South Linwood Park Greenhouse, 1700 S. Hydraulic

Members Present: Claire Willenberg
Mike Seiwert
Randy Doerksen
Vicki Churchman
Barbara Hammond
Elena Ingle
Rachelle Pulkkila

Staff Present: Kathy Morgan, Senior Historic Preservation Planner

ITEM NO. 2 ADDITIONS OR ADJUSTMENTS TO THE AGENDA

None.

ITEM NO. 3 REVOLVING LOAN FUND UPDATE

Revolving Loan Fund – Residential
Revolving Loan Fund – Non-Residential
Deferred Loan Fund – Residential

No updates were available.

ITEM NO. 4 CORRESPONDENCE

None.

ITEM NO. 5 APPROVAL OF MINUTES FROM THE 8 SEPTEMBER 2014 MEETING

MOTION #1: Ingle moved to approve the minutes of the 8 September 2014 meeting; Churchman seconded. Motion carried unanimously (7-0).

ITEM NO. 6 UNFINISHED BUSINESS

None.

ITEM NO. 7 NEW BUSINESS

The following items were reviewed in accordance with K.S.A. 75-2715-2725, as amended:

A. Roof Repairs:
None.

B. Signs:

HPC2014-00047	151 N. Rock Island	New flag mounted sign	Warehouse and Jobbers Historic District

C. Other:
None.

MOTION #2: Seiwert moved to approve the Consent Agenda as reviewed in accordance with K.S.A.75-2715-2725; Ingle seconded. Motion carried unanimously (7-0).

ITEM NO. 8 PROJECT REVIEW

A. MAJOR: HPC2014-00049 Demolition of 1201 E. 12th Street, McClinton Grocery.
APPLICANT: Metropolitan Area Building and Construction Department, Deb Legge
FOR: 1201 E. 12th Street

MABCD is requesting a demolition application for this property. It is listed in the Register of Historic Kansas Places and the National Register of Historic Places.

The purview of the Historic Preservation Board in this case is to determine if the demolition of the building will encroach upon, damage or destroy the integrity of the listed property. Staff recommends that the request for demolition be denied. The applicant may appeal the decision to the City Council by providing a written letter of appeal to the Historic Preservation Planner, should they not agree with the finding of the board.

Deb Legge gave a brief description of the actions taken by MABCD.

Motion #3: Churchman moved to adopt the findings of the Historic Preservation Staff and deny the request for demolition, as reviewed in accordance with K.S.A. 75-2715 – 2725; Ingle seconded. Motion carried unanimously (7-0).

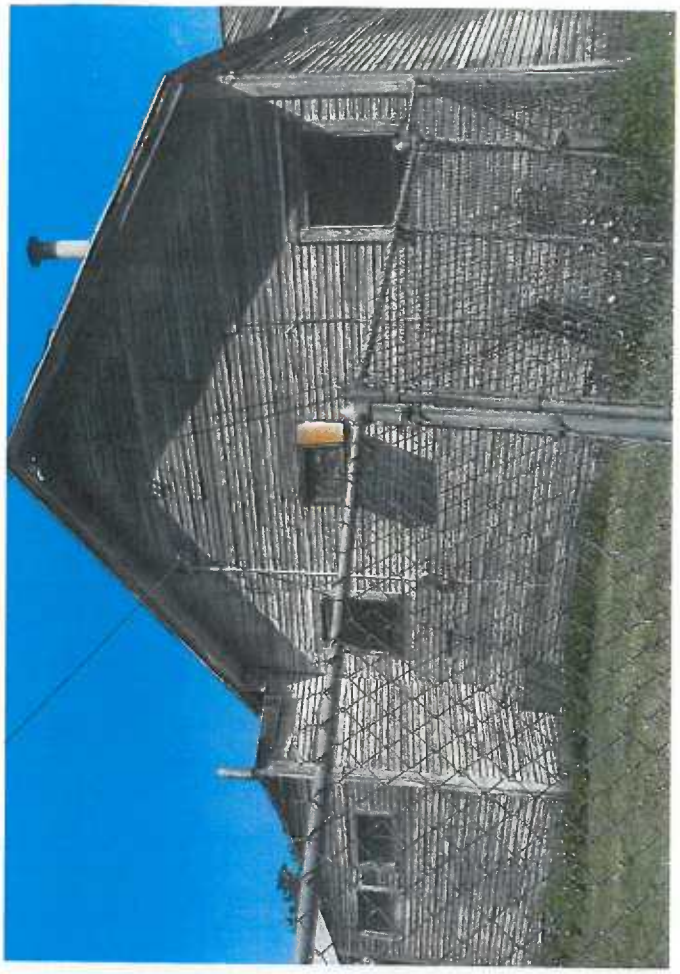
ITEM NO. 9 MISCELLANEOUS MATTERS

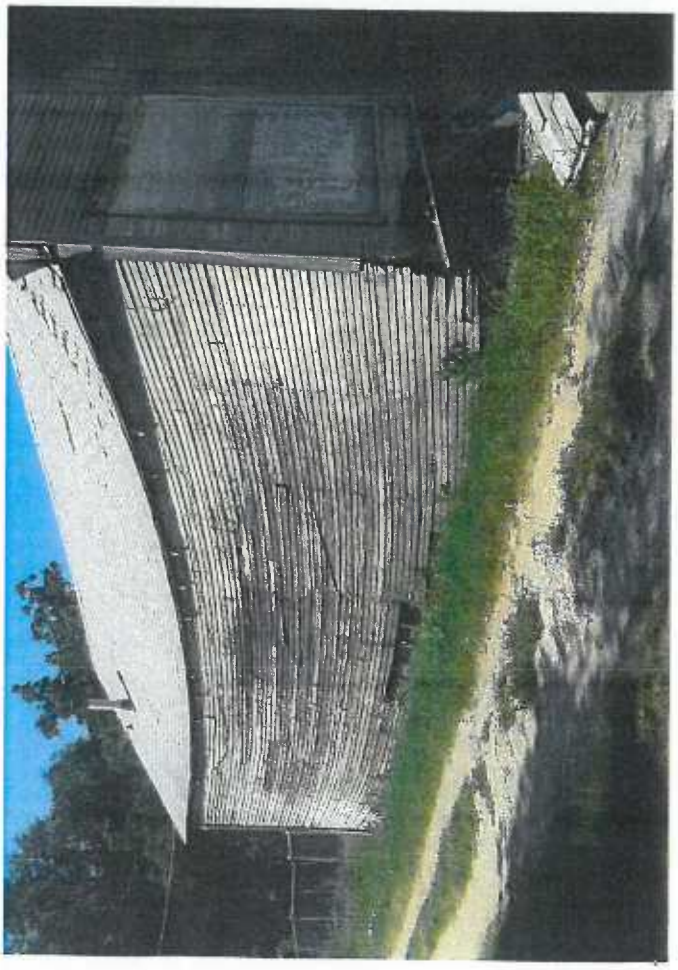
1. Update on FABC project

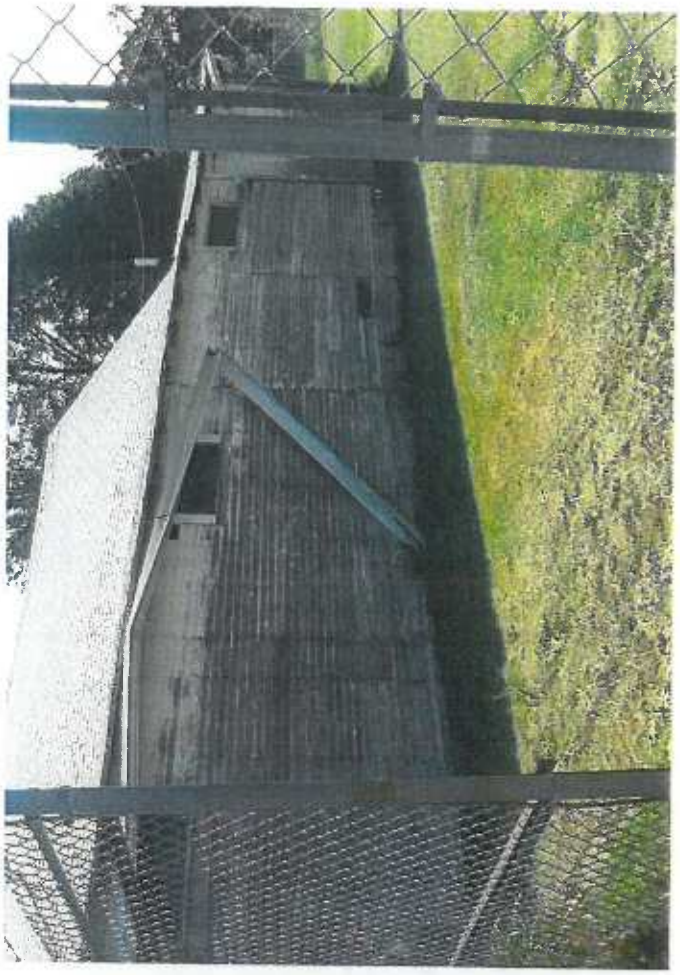
ITEM NO. 10 ADJOURNMENT

MOTION #4: Doerksen moved to adjourn the Wichita Historic Preservation Board meeting; Seiwert seconded. Motion carried unanimously (7-0).

The meeting adjourned at 2:25 p.m.







Agenda Item No. III-2

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: 2015 State Legislative Agenda

INITIATED BY: City Manager's Office

AGENDA: Unfinished Business

Recommendation: Approve the 2015 State Legislative Agendas.

Background: Each year, City Departments are asked to submit requests for consideration in the legislative agenda. Those suggestions, along with other issues developed by community partners, are evaluated for inclusion in the agenda. Once approved, the agenda will be published on the City's website, and circulated to the state legislative delegations. Legislative strategies will be developed to secure positive outcomes for the respective agenda.

Analysis: The state agenda contains requests for appropriations and policy actions that relate to municipal practices, public safety, water quality and supply, transportation, and various issues of community-wide interest. The state legislative agenda may be expanded as additional issues evolve before the State Legislature. Legislative action on the state agenda would take place prior to the end of the 2015 state fiscal year on June 30, 2016.

Financial Consideration: None of the state legislative agenda items require a formal commitment of local matching funds beyond existing authorizations.

Legal Consideration: The Law Department has reviewed the legislative agenda. Any necessary contracts and/or memorandums of understanding will be initiated as needed for fulfillment of state funding appropriations and be reviewed and approved as to form by the law department.

Recommendation/Actions: It is recommended that the City Council approve the 2015 Legislative Agenda.

Attachment: Summation of the 2015 State Legislative agenda.

2015 CITY OF WICHITA STATE LEGISLATIVE AGENDA

City Council
Dec. 16, 2014
Dale Goter
Government Relations Manager

ISSUE CATEGORIES

- 1) Community Budget Issues
- 2) Water Issues
- 3) State/Local Government Relationship
- 4) New Policy Initiatives

1) Community Budget Issues

- AFFORDABLE AIRFARES
- NIAR (National Institute for Aviation Research)
- NCAT (National Center for Aviation Training)
- PASSENGER RAIL
- EXPORT PROMOTION
- IDA (Individual Development Accounts)

Affordable Airfares

- **ISSUE:** The community's relationship with Southwest Airlines is at a critical juncture. Southwest has been in market since June 2013 and have indicated they need three years for the market to mature. The Wichita airport performance is acknowledged for its unique performance in growth and capacity (Bill Swelbar presentation at WSU Economic Conference). Wichita fares are now lower than OKC and Tulsa and in line with US average. Since 2002, Affordable Airfares has provided $1.446 billion in savings for Wichita Mid-Continent air travelers.

Affordable Airfares

- **RECOMMEND:** The Wichita City Council supports $5 million in state funding for the Affordable Airfares program in the 2016 state budget.

NIAR, NCAT

- **ISSUE:** State funding for the National Institute for Aviation Research (NIAR) and National Center for Aviation Training (NCAT) is essential for the success of the respective programs.

- **RECOMMEND:** The Wichita City Council supports continued state grant funding for NIAR and NCAT. ($5 million each)
- Additionally, the Council supports full funding of Senate Bill 155 (2012) and the Board of Regents funding formula and opposes any budget proviso that interferes with the Postsecondary Tiered Technical State Aid Cost Model.

Passenger Rail

- **ISSUE:** A federal TIGER grant application was not successful, but it did identify funding support from Kansas and Oklahoma departments of transportation. An alternative to federal funding is necessary to complete the environmental study.
- **RECOMMEND:** The Wichita City Council encourages the Kansas Legislature and the Kansas Department of Transportation (KDOT) to find the necessary funding for completion of the environmental study of the proposed Heartland Flyer passenger rail extension from Oklahoma City to Wichita/Newton.

Export Promotion

- **ISSUE:** Kansas Global was awarded a $250,000 contract funded by the 2014 state legislature. The goal is to identify potential exporters in the Kansas business community, and to encourage and assist them in entering the international trade market. Increased exports are a proven element in the creation of new jobs.

- **RECOMMEND:** The Wichita City Council supports continued state funding for a contractual relationship between the Kansas Department of Commerce and Kansas Global Trade Services.

Individual Development Accounts

- **ISSUE:** The Individual Development Accounts (IDAs) is a tool to teach financial literacy by promoting long term self-sufficiency among low-income clients of Housing and Community Services. IDAs provide matching-fund savings accounts used for the purchase of a high-return investment such as homeownership. Individual tax credits in support of IDAs were eliminated by recent legislation. Business tax credits were sustained, but are insufficient to maintain current program levels. Interfaith Housing Services (IHS) in Hutchinson is proposing a restoration of the individual credits. IDAs assist low-income clients.

- **RECOMMEND:** The Wichita City Council supports restoration of individual tax credits for Individual Development Accounts. The program is administered by IHS on behalf of the Housing and Community Services Department.

2) Water Issues

- Governor's 50 Year Water Plan
- City of Wichita regulatory remedies
- State Water Plan Re-evaluation

50-Year Water Plan

- The Wichita City Council supports the creation of a 50-year state water plan and encourages the legislative and executive branches of state government to officially recognize the significance of the Equus Beds Aquifer as a regional water supply serving 20 percent of the state's population. The City Council encourages the State of Kansas to assess the State's role and responsibilities in the preservation and maintenance of the Equus Beds Aquifer.

Equus Beds Regulatory Remedies

- The Wichita City Council encourages resolution of several regulatory issues impacting the future use of the Equus Beds Aquifer (delineated in Public Works and Utilities letter to Department of Agriculture and state Water Office.)

State Water Plan Re-Evaluation

- Continuing its position from the past two years, the Wichita City Council encourages a re-evaluation of state Water Fund governance, collection and distribution.

3) State/Local Government Relationship

- Local Control/Home Rule
- Economic Development
- Transportation

Local Control/Home Rule

- **ISSUE:** Recent legislative sessions have generated numerous initiatives that would preempt local government's authority to resolve local issues.

- **RECOMMEND:** The Wichita City Council supports the position of the League of Kansas Municipalities (LKM) regarding the preservation of home rule authority by local governments to meet the needs of the citizens they represent.

Economic Development

- **ISSUE:** The State of Kansas provides economic development incentives through a variety of programs.

- **RECOMMEND:** The Wichita City Council supports the continuation of state economic incentive programs that assist local governments in their efforts to improve their local economies.

Transportation

- **ISSUE:** In past years, state transportation funds have been redirected to the state General Fund to meet revenue shortfalls.

- **RECOMMEND:** The Wichita City Council supports continued funding of the T-WORKS transportation plan currently administered by the Kansas Department of Transportation. The Council also discourages the redirection of transportation funds created by a dedicated four-tenths of a one-cent statewide sales tax.
- The comprehensive funding effort of T-WORKS is essential to meet the City of Wichita's infrastructure needs.

4) New Policy Initiatives

- Driver's Permits
- Disabled Veterans Parking
- Metal Theft
- Cultural Arts Districts
- Driving While Suspended "Lookback"
- Blight

Driver's Permits

- **ISSUE:** Undocumented workers perform an essential service in agriculture, construction and throughout our economy. Reasonable provisions should be made to accommodate their transportation needs.

- **RECOMMEND:** The Wichita City Council supports legislation that provides a driver's permit to undocumented workers for the sole purpose of obtaining vehicle insurance for work-related transportation.

Disabled Veterans Parking

- **ISSUE:** Current state law provides free parking for disabled veterans at metered locations. Legislation is needed to provide free parking for disabled veterans at attended parking facilities such as Wichita's Mid-Continent Airport.

- **RECOMMENDATION:** The Wichita City Council supports state legislation that provides free parking to qualified disabled veterans in parking facilities monitored by an attendant.

Metal Theft

- **ISSUE:** Metal theft continues to be a major problem throughout our community.

- **RECOMMEND:** The Wichita City Council supports legislation introduced by the Sedgwick County District Attorney that provides new law enforcement tools and regulatory rules to reduce the incidence of metal theft in Wichita and across the state.

Cultural Arts Districts

- **ISSUE:** Cultural arts enterprises in certain areas are threatened by rising property values and the resulting tax burden.

- **RECOMMEND:** The Wichita City Council supports state legislation that would allow local governments to use innovative measures to protect cultural arts enterprises from circumstantial increases in property taxes. The intent is to nurture and preserve arts activity throughout the City of Wichita and the State of Kansas.

Driving While Suspended (DWS)

- **ISSUE:** Under current law, DWS convictions are never removed from a driver's record. This situation is contradictory to other penalties and is an undue hardship on drivers. Third-offense DWS convictions result in mandatory jail sentences.

- **RECOMMEND:** The Wichita City Council supports legislative action to provide a defined "lookback" period for third-offense Driving While Suspended convictions, allowing removal of the third offense from the driver's record.

Blight

- **ISSUE:** Residential and commercial blight is a statewide concern in communities of all sizes.

- **RECOMMEND:** The Wichita City Council supports proposed legislation (reintroduction of HB2075 from 2014 session) that provides an expedited foreclosure process for abandoned and neglected tax delinquent properties. The Council also encourages the Legislature to coordinate a broad overview of blight legislation to address the varied concerns of communities across the state of Kansas.

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: Request for Letter of Intent for Industrial Revenue Bonds (TCRS, LLC) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

Background: The City has received an application for a Letter of Intent to issue Industrial Revenue Bonds (IRBs) for TCRS, LLC, a real estate development entity managed by Jeff Lange, a local business owner. The bonds will be used to finance the construction of a manufacturing, distribution and warehouse facility located at the southwest corner of MacArthur and Seneca Streets in South Wichita.

TCRS, LLC is requesting the issuance of a three-year letter of intent for IRBs in an amount not to exceed $34,000,000. TCRS, LLC is also requesting the City Council's approval of an 84% five-year tax exemption on the IRB-financed real property improvements with the second five-year exemption based upon actual performance and subject to City Council approval.

Analysis: Bond proceeds will be used to finance the costs of acquiring 52 acres of land and constructing approximately 600,000 square feet of speculative manufacturing and warehouse space located at the southwest corner of MacArthur and Seneca Streets. The project could be constructed over multiple phases depending upon demand for space. The first building is designed to provide approximately 100,000 square feet and is expandable by 200,000 square feet. Additional phases could be added in increments of 100,000 square feet. TCRS, LLC plans to lease the facilities to one or more users depending on space requirements of potential tenants. TCRS, LLC anticipates the addition of at least 30 net new jobs with an average wage of $40,138 annually as a result of the project within five years.

The Wichita area has continually experienced a shortage of available industrial space in the real estate market. The construction of this facility will significantly increase the inventory of available manufacturing and warehouse space. Industrial space that is immediately available is a critical decision factor for many companies with expansion and/or relocation plans.

The current Economic Development Incentive Policy which governs all incentives offered by the City of Wichita and Sedgwick County was adopted in 2004 and amended in 2012. At that time the City Council approved an amended Economic Development policy that included provisions for a tax abatement on speculative industrial/warehouse buildings that will expire December 31, 2014, unless renewed by the City Council.

TCRS, LLC is the third speculative industrial building to be considered under this new policy provision, under which the project could qualify for 100% abatement for an initial five years. To achieve the required return of benefits to costs of 1.3 to 1.0, the abatement for the initial five years would be reduced to 84%. At the end of the first five years of tax abatement, a compliance review will be conducted to determine the tax abatement for the second five years. The percentage of tax abatement for the second five years will be based on total capital investment and the number of net new jobs actually created by the companies occupying space in the building at that time. The abatement percentage may need to be further adjusted based on the average annual salaries of all jobs located in the building, compared to the North

American Classification System (NAICS) average in the Wichita market and the resulting cost-benefit ratios, pursuant to the Economic Development Incentive Policy.

The City's bond counsel, Gilmore & Bell, P.C., will serve as bond counsel in the transaction. TCRS, LLC agrees to comply with the City's Standard Letter of Intent Conditions.

Financial Considerations: TCRS, LLC agrees to pay all costs of the City relative to the issuance of the bonds. The company also agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds.

Based on the latest available mill levy, the estimated tax value of exempted property for the first full year of the fully completed project would be $861,091. This estimate assumes that 100% of the cost of improvements to real property will be reflected in a dollar-for-dollar increase in property value. The actual increase in valuation, if any, will be determined by the Sedgwick County Appraisers Office in the future as part of its ongoing reappraisal process. The value of an 84% real property tax exemption as applicable to taxing jurisdictions is:

City	$ 232,114	State	$ 10,710
County	$ 209,752	USD 259	$ 408,515

Approval of the second five-year abatement period will be subject to compliance with job creation and average wage commitment, capital investment commitment and a requirement that at least 51% of exports are stored/shipped to end users outside the Wichita MSA as required by the current incentive policy.

The cost/benefit analysis report completed using the fiscal and economic impact model of Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City of Wichita General Fund	1.30 to one
City of Wichita Debt Service Fund	1.61 to one
Sedgwick County	1.31 to one
USD 259	1.19 to one
State of Kansas	5.93 to one

Even with the proposed property tax exemption, this project will generate $326,500 in new revenue to the General Fund and $115,620 to the Debt Service Fund during the ten year period. After the 10-year exemption period, the improvements would generate an estimated $204,067 annually for the General Fund and $72,259 for the Debt Service Fund.

Legal Considerations: Bond documents required for the issuance of the bonds will be prepared by bond counsel and will be subject to review and approval as to form by the Law Department prior to the issuance of bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and adopt the Resolution of Intent which: (1) authorizes the Mayor to sign a three-year Letter of Intent for TCRS, LLC for Industrial Revenue Bonds in an amount not-to-exceed $34,000,000, subject to the standard Letter of Intent Conditions; (2) approves an 84% tax abatement on all bond-financed property for an initial five-year period plus an additional five years following City Council review; (3) authorizes staff to apply for a sales tax exemption; (4) authorizes the Mayor to execute bond purchase agreements for each series of bonds; (5) authorizes the filing of required information statements with the State Board of Tax Appeals; and (6) authorizes the necessary signatures and other actions necessary to accomplish the intent of the Resolution.

Attachments: Letter of Intent Application, Resolution of Intent

TCRS.LLC

REAL ESTATE • INVESTMENTS • DEVELOPERS • FINANCING

4911 S. MERIDIAN
WICHITA, KANSAS 67217
(316) 529-3100
FAX (3161 529-3645

December 1, 2014

Mayor Carl Brewer and Wichita City Council Members
City of Wichita, City Hall
455 N. Main
Wichita, KS 67202

RE: APPROVAL OF AN ESTIMATED $34,000,000 CITY OF WICHITA KANSAS INDUSTRIAL REVENUE BONDS

Dear Mayor Brewer and Wichita City Council,

We are writing to request a three (3) Letter of Intent for your support of approximately $34,000,000 City of Wichita, Kansas Taxable Industrial Revenue Bonds. We will use these bonds to develop a site that will accommodate a 600,000 square foot industrial park located on approximately 52 acres on the southwest corner of MacArthur Road and Seneca Street South. This industrial park will be built in multiple phases with Phase 1 of the project to begin as soon as possible. We project this project will provide a net minimum of 150 new jobs at an annual salary of $40.138.

The issuance of Industrial Revenue Bonds is critical element for TCRS, LLC to proceed with the development of this industrial facility. Wichita is currently void of high quality, aesthetically pleasing modern industrial facilities on the market, which is a significant road block to attracting new business to Wichita. The Wichita market demands more than shovel ready sites that exist today. The time to construct a build to suit facility is counterproductive to securing new business and tenants to the greater Wichita area. Today's demand is for correctly sized buildings, built to specific criteria that are ready to move into with the ability to expand upon. We have been advised by GWEDC, that many national companies looking to expand in our region simply overlook Wichita due to lack of facilities. The need for Wichita to proactively attract new jobs and business to Wichita hinges on having facilities available when these companies are ready to expand. Local commercial & industrial brokers inform us the prospects for projects being developed is essentially nonexistent while current facilities in place fall well short of criteria, specifications and expectations for expanding companies. TCRS is well positioned to provide the necessary facilities for the City of Wichita to aid in attracting any and all companies looking to expand in the Midwest. Our facility will meet and exceed all criteria needed for any expanding company providing Wichita with a much needed competitive edge. This industrial park is well under way in the planning stages for the first phase and we expect with the help of the IRB's to be breaking ground by spring of 2015 and placing tenants in place by fall of 2015.

We are available at any time to visit should you have any questions concerning our project. We are looking forward to working with the City of Wichita and Sedgwick County in accomplishing this task for our community.

Thank you for your time and consideration.

Sincerely,

Jeff Lange
Managing Member

1. **Name and Addresses of Applicant:**

Owner:	TCRS, LLC 491 1 S. Meridian Wichita, KS 67217 Telephone: 316-529-3100
Managing Member:	Jeff Lange
Proposed Address:	SWC MacArthur & Seneca (Lange 2nd Addition) Wichita, KS 67217

2. **General description of the business of Applicant:**

TCRS, LLC is locally based and owns various real estate developments throughout the Wichita and sounding region to include residential, commercial, retail and industrial space. We purchased the 52 acres of undeveloped land on the SWC of MacArthur and Seneca specifically to develop a much needed industrial facility for the City of Wichita.

Jeff Lange, Managing Member has been successfully investing and developing in the Wichita area for over 30 years. Jeff also owns and operates Jeff Lange Real Estate and Auction, JBL, Inc., Lange Homes, TCRS, LLC and RedGuard. RedGuard is approximately a $50m company designing, building blast resistant buildings for use in oil, chemical and petrochemical facilities worldwide. RedGuard expects to be exporting in excess of $20m annually in the next 2-3 years with significant growth beyond both domestically and internationally.

TCRS, LLC has strong financial backing with local, regional and national banks providing the necessary capabilities of operating capital to accomplish this task. These banks will welcome the opportunity to participate in the IRB strategy.

As there is very little new large warehouse space available in the Wichita area, we do not anticipate any adverse effects to local competition. In fact we hope to stimulate other developers in Wichita to follow our lead and assist in providing the much needed boost in industrial facilities for Wichita.

3. **General description of the proposed project:**

The project will consist of 600,000 square feet of warehouse/distribution industrial facilities. As there are currently no tenants, this project will be built on a **speculative basis** with the intent of bringing in national companies and jobs to the City of Wichita. By adding move-in ready industrial space to the local market, we will help achieve one of the stated objectives of the Greater Wichita Economic Development Coalition (GW EDC).

We are currently in the process of rezoning the undeveloped property into a Planned Urban Development (PUD) providing us the flexibility to attract various industrial uses for the facilities. The location will feature both MacArthur and Seneca Street frontage directly south of I-235 situated between West Street and Seneca with easy access to all major highways in and out of Wichita. This prime tract of real estate has not been developed and has been used primarily for agriculture. Considerable expense will be incurred in providing all of the planning, design, infrastructure and construction of the property. Phase 1 will feature the first of six planned 100,000 sf buildings. The buildings will provide depths of 250 lineal feet and will be upgraded with an aesthetically pleasing elevation unlike any other industrial building in Wichita. The western 3 buildings will be divisible into equal 50,000 square foot facilities while the eastern 3 buildings will be divisible by 25,000 square feet each. All buildings will feature 30 foot clear ceiling height, strong 3 phase electrical components, energy efficient lighting, air handling equipment and provided with all safety equipment required and necessary, as well as necessary overhead doors and plentiful parking. There will considerable room for all semi rigs to circumnavigate the entire property with safety and ease.

4. Benefits to the City of Wichita:

By granting 10 years of property tax abatements and sales tax exemptions on this facility, Wichita will provide the impetus to develop the property and in turn reap plentiful economic benefits in the future with new business, jobs and tax base. Currently the land sits vacant and generates very little tax or economic benefit. We believe the City of Wichita has much to gain and nothing to lose by approving our request. Given its location, a state-of-the-art industrial building will be very attractive to many outside businesses looking for an available facility in the Midwest. Very few outside companies are willing to come to Wichita if it entails waiting a year or more for land to be located, acquired, and developed. The businesses that reside in the building will provide new jobs (projecting 150 new) to the city and significant property tax proceeds after the abatement period ends. As is the case with most of the industrial buildings in the area, it will not be uncommon for it to remain a viable facility for 50 years and beyond. It should also be noted this project positively impacts publically stated goals of the City of Wichita and the Greater Wichita Economic Development Coalition.

5. Dollar amount of bonds requested:

Approximately $34,000,000

6. Projected costs:

Land:	$5,000,000.00
Site:	1,000,000.00
Soft Costs, Legal Fees:	750,000.00
Contingency:	1,500,000.00
Building:	25,750,000.000
TOTAL:	$34,000,000.00

7. **Name and address of Bond Counsel:**

Sarah Steele
Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, KS 67202
Telephone: (316) 303-3111
ssteele@gilmorebel1.corn

8. **Name and address of Applicant Counsel:**

Haddock Law Office, LLC
3500 North Rock Road
Building 1100
Wichita, KS 67226
Telephone: (316) 684-2929
Attention: Brad Haddock
beh@biggslawgroup.com

9. **Payment for Services**

We (TRCS, LLC) agree to pay all of the costs incurred by the City in connection with the issuance of Bonds. In addition we agree to pay the City's annual administrative fees.

10. **Ambient Air Quality Statement:**

The proposed project will in no way effect the ambient air quality or present any adverse environmental effects for Wichita or the surrounding area. The development of the property will comply with all environmental regulations put forth by the City of Wichita including the stringent new standards set forth in the 2011 storm water manual.

11. **Equal Employment Opportunities**

We will comply with all policies of the City of Wichita, Kansas with respect to equal employment opportunity.

12. **Sale of Bonds**

The bonds will be placed to a bank that based upon an existing relationship has thorough knowledge of TCRS, L.L.C. and its principals.

13. **Summary**

To permit the Applicant to finalize the financing for the project, it is requested at this time that the City Council authorize the mayor to execute a Letter of Intent

for and on behalf of the City wherein the City declares its intent to issue approximately $34,000,000 of its City of Wichita, Kansas, Taxable Industrial Revenue Bonds, for the purpose described above.

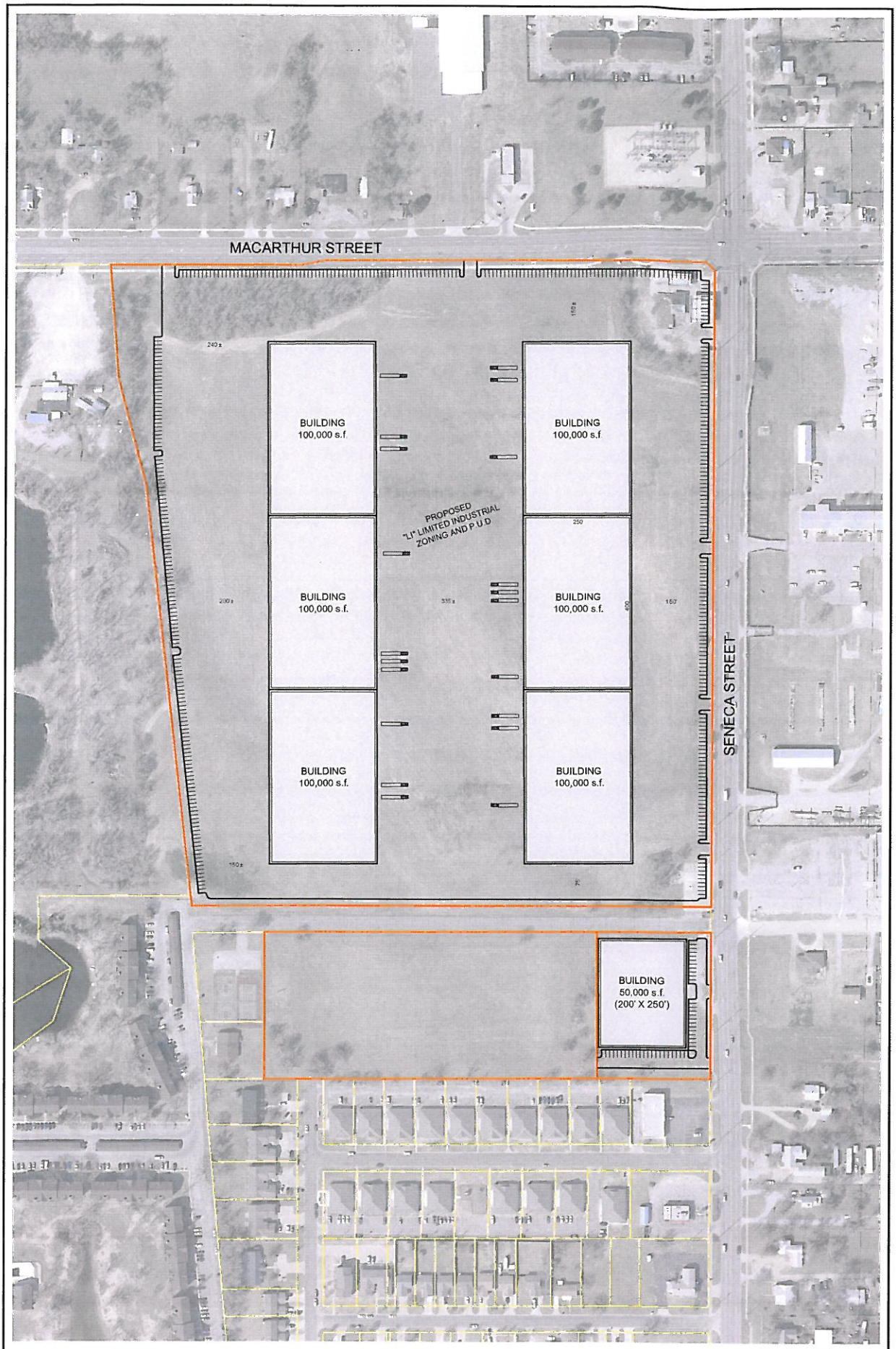
The Applicant is aware that such a Letter of Intent is only an indication of the City to issue the proposed Bonds to assist in the financing of the project, and that such Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of the Bond Resolution, Trust Indenture, Lease Agreement, Guaranty Agreement, and other related documents. However, upon issuance of the Letter of Intent, the Applicant is prepared to proceed in reliance thereon.

Should there be any questions or requests for further information in the course of the City's evaluation of this application, we will be pleased to promptly respond thereto.

Respectfully submitted,

On behalf of TCRS, LLC

By: _____
Jeff Lange
Managing Member



SCALE: 1" = 200'

CONCEPT K

SENECA AND MACARTHUR

Baughman
ENGINEERING | SURVEYING | PLANNING
LANDSCAPE ARCHITECTURE

Gilmore & Bell, P.C.
12/08/2014

RESOLUTION NO. 14-374

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF INDUSTRIAL WAREHOUSE, DISTRIBUTION AND MANUFACTURING FACILITIES TO BE LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

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

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

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

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of industrial warehouse, distribution and manufacturing facilities (the "Project") to be located in the City and to be leased by the City to TCRS, LLC, a Kansas limited liability company (the "Tenant").

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

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

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed $34,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

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

all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals; and (f) the satisfactory negotiation of an agreement with the Tenant for a payment in lieu of taxes.

Section 4. Property Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth* the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be eligible for an exemption from payment of ad valorem property taxes for a period up to ten calendar years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor. The Governing Body hereby conditionally approves a 84% ad valorem property tax exemption on the Bond-financed property, for a five year term, with an additional five year term to be considered thereafter, at the discretion of the Governing Body, all subject to the Tenant's ongoing compliance with the City's Economic Development Incentive Policy. Prior to making such determination the Governing Body has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by the Act. The Issuer reserves the right to negotiate a payment in lieu of taxes so exempted, to be made by the Tenant.

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

Section 6. Reliance by Tenant; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that the such expenditures incurred prior to the issuance of the Bonds are at the risk of the Tenant that the Bonds will actually be issued. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Tenant.

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

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

Section 9. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2017, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on December 16, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on December 16, 2014, as the same appears of record in my office.

DATED: December 16, 2014.

_____
Karen Sublett, City Clerk

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City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: Amended and Restated Development Agreement - River Vista, L.L.C (West Bank Apartments), Amended TIF Project Plan, Amended River District STAR Bond Project Plan and Creation of River Vista Village Community Improvement District (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the Amended and Restated Development Agreement, adopt the resolution and place the ordinances on first reading.

Background: On July 10, 2007, the City Council approved the River District STAR Bond Project Plan calling for the construction of public amenities along the East and West Banks of the Arkansas River in downtown Wichita. The STAR Bond Project Plan provides a designated commercial, entertainment and tourism area that includes the WaterWalk Project, the Keeper of the Plains Plaza and extensive Riverbank amenities. The STAR Bond Project Plan was approved at that time by the Kansas Secretary of Commerce for STAR Bond funding in the amount not-to-exceed $13,000,000.

On October 8, 2013, the City Council approved a Development Agreement with River Vista, LLC calling for the sale of City-owned land on the West Bank of the Arkansas River located between Douglas and 1st Street North and the construction of a 154-unit apartment complex, with 20,000 square feet of retail space as a possible future phase. As part of the incentive package provided under the City's Downtown Incentive Policy, the City Council also adopted a West Bank Apartments Project Plan providing for the use of tax increment financing ("TIF") to pay for certain TIF-eligible project costs, and agreed to apply to the State of Kansas for the use of STAR Bond financing to construct an additional phase of Riverbank amenities adjacent to the River Vista Project.

On January 22, 2014, the Kansas Secretary of Commerce issued a letter approving the use of STAR Bond financing for the River Vista Project in an amount not to exceed $4,750,000 in riverbank improvement costs. The Secretary's approval is conditioned on the City of Wichita providing financing for at least $1,050,000 in riverbank improvement costs paid from TIF revenue, and any costs in excess of $5,800,000 being the responsibility of the Developer. In order to comply with the Secretary's conditions, and to reflect recent changes made to the developers' plans, amendments are needed to the Development Agreement with River Vista, LLC, the TIF Project Plan, the River District STAR Bond Plan, and other related approvals.

Analysis: The attached site plan for the River Vista Project shows the new configuration of the apartment complex on the site, the new location of a lot reserved for future development at the corner of McLean and 1st Street, and the STAR Bond-funded riverbank improvements extending to Delano Park. The changes to the project are discussed below in the context of the various documents in need of amendment or approval and changes to the funding sources.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

Attached is the current draft of the Amended and Restated Development Agreement between the City and River Vista, L.L.C. (the Developer), dated December 26, 2014 (the "Restated Agreement") which amends and restates the original Development Agreement, dated October 22, 2013 (the Original Agreement).

Modifications to the Original Agreement were needed to reflect: (a) Secretary of Commerce approval of STAR Bond funding for improvements to the west bank of the Arkansas River and Delano Park and the associated financing; (b) reconfiguration of structures to be located on the project site to eliminate commercial space fronting McLean Boulevard and creation of the Phase II Lot for future hotel/commercial use on the NW corner of the property; and (c) Developer request for creation of a community improvement district ("CID") and associated financing.

SUMMARY OF MODIFICATIONS:

The Original Agreement contemplated the implementation of the River Vista Project in two phases: Phase I consisted of construction of 154 apartments and a Boats and Bikes rental facility and Phase II included construction of 20,000 square feet of commercial space in a separate building located on McLean Boulevard.

The Restated Agreement includes the following changes:

- Relocates the commercial space in Phase II to.7 acres at the corner of McLean and 1st Street, designated as Phase II Lot. The developer is currently in negotiations for a hotel to be located on the lot.
- Modifies the configuration of the parking structure, increasing the size from approximately 143 parking stalls to 251 stalls.
- Increases the Developers' personal guarantee to include the CID financing as well as TIF financing.
- Adjusts the conditions precedent to the sale of the property to allow the Developer to acquire the property in advance of finalizing project design in order to immediately commence work on public infrastructure.
- Includes various provisions relating to a new plan of financing for the River Vista Project and funding for the West Bank Improvements Project, described in the next section of this report.

Exhibits relating to the scope of the project, public infrastructure improvements, river bank improvements, and the overall project budget have been updated. All other principal provisions of the original Development Agreement are unchanged.

PROJECT FINANCING

The original project financing arrangement included $2,500,000 in Tax Increment Financing and the use of STAR bond financing for the riverbank improvements in an amount to be determined by the Secretary of Commerce. With the expansion of the parking structure and other site-related infrastructure, costs are expected to increase. The Developer has increased its investment commitment in the project from $19,800,000 to $24,000,000, has requested an increase in funding sources, and has agreed to increase its guarantee of the funds. The funding sources for the River Vista and West Bank improvement projects are shown below:

River Vista Apartments Project	
Tax Increment Financing[1]	$2,500,000
CID Financing	$4,123,897
River Vista Total	$6,623,897
West Bank Project	
STAR Bonds[2]	$4,750,000
GO Bonds (reimbursed with TIF)	$1,050,000
Special Assessments	$2,062,999
River Bank Total	$7,862,999
Total:	$14,486,896

1. Amount identified in original plan and agreement
2. Source identified in original plan and agreement, amount recently approved by Secretary of Commerce

STAR BOND PROJECT PLAN AMENDMENT

The total cost of the amenities to the West Bank are estimated to be $7,862,999 and are based on the conceptual design. The State approval of the STAR Bond Project expansion limits the amount of STAR Bond proceeds that can be used to $4,750,000 and further requires the City to contribute $1,050,000 to be repaid by TIF proceeds. The Developer requests that the balance of the estimated project costs, $2,062,999, be financed by City general obligation bonds payable from special assessments placed on the Developer's property.

The Developer has submitted for City Council approval, a petition for the creation of a benefit district to provide special assessment financing in an amount not to exceed $2,062,999. Because the property included in the benefit district is currently owned by the City of Wichita, the attached petitions are signed by the City's Real Estate Administrator as well as the applicant, River Vista, LLC.

This project increases the original amount of STAR Bonds that were authorized by the River District STAR Bond Project Plan and therefore requires the original plan to be amended. The attached amendment adds this project to the original scope of the River District STAR Bond Project Plan. The amendment has been approved by the Secretary of Commerce pending the Secretary's review of the final STAR bond project and financing.

TIF PROJECT PLAN AMENDMENT

The attached TIF Project Plan Amendment increases the total amount of potential TIF expenditures from $2,500,000 to $9,736,896. The TIF Project Plan Amendment limits the amount of TIF bonds issued to no more than $2,500,000, unchanged from the original plan, but provides for the use of TIF revenue that exceeds the bond debt service to be used to pay the debt service on bonds issued to fund the City's $1,050,000 contribution to the Riverbank Improvements. Any TIF funds remaining thereafter may be used to reimburse the Developer for special assessments paid for Riverbank Improvements or for TIF eligible improvements relating to the River Vista Project financed with CID special assessments.

COMMUNITY IMPROVEMENT DISTRICT

Community Improvement District financing is proposed to fund River Vista infrastructure and parking structure costs that are not eligible under state law for special assessment financing or for which TIF revenues may not be available. State law and City policy allows CID financing for virtually any capital cost located within the CID. CID special assessments can be levied on real estate within the district to pay such costs. By law, CID special assessments are collected in the same manner as special assessments levied in benefit districts, through the normal property tax payment process.

State law permits, but the City's CID Policy generally does not allow, the use of City general obligation

bonds as a method of financing. However, traditional pay-as-you-go financing does not work with CID special assessments. River Vista LLC requests the issuance of full faith and credit CID bonds to be repaid with CID special assessments, which repayment will be covered by the personal guaranties of the developers. If full faith and credit bonds are not issued, such costs will be financed by CID special obligation bonds. No CID sales tax will be used in conjunction with this project.

CHARTER ORDINANCE NO. 144 RESOLUTION

In 1992, as part of the actions relating to the realignment of McLean Boulevard, the City Council adopted Charter Ordinance No. 144 which restricts the use of the River Vista project site to open space. The Charter Ordinance includes a provision that allows future City Councils to change or eliminate this restriction by a resolution passed by a 2/3 majority vote. The attached Resolution eliminates the Charter Ordinance No. 144 open space land use restriction on the site for the development project.

REIMBURSEMENT OF THE RIV, LLC

As part of the action to select River Vista, LLC as the preferred developer for the West Bank Apartments Project, the City Council directed staff to work with The RIV, LLC, the developer not chosen, to identify costs eligible to be reimbursed with TIF or Star Bond funds and then seek City Council approval of the reimbursement. The attached list of eligible expenses totals $30,860.

ISSUANCE OF INDUSTRIAL REVENUE BONDS

The Development Agreement also contains the City's intent to issue industrial revenue bonds (IRB's) to finance the apartment portion of the Project and to provide a sales tax exemption for property financed with the proceeds of the IRB's. No ad valorem property exemption will be granted in connection with the issuance of the IRB's.

Financial Considerations: The source of funding for $6,623,897 to the River Vista Project includes up to $2,500,000 to be funded with TIF bonds and $4,123,897 in general obligation bonds repaid by special assessments levied against the project site and paid by the Developer, under the authority of the Community Improvement District statute. The proposed amount of TIF bonds takes into account the need to service the debt on the $1,050,000 in G.O. bonds with TIF revenue.

The West Bank Improvement Project costs of $7,862,999 will be funded by $4,750,000 in STAR bonds, the City's $1,050,000 contribution in general obligation bonds (repaid by TIF that exceeds debt service on the above TIF bonds) and $2,062,999.05 in special assessments paid by the Developer. TIF revenue remaining after the payment of annual debt service on TIF and G.O. bonds will be available for reimbursement of special assessments paid by the Developer.

Legal Considerations: The attached ordinances and the Amended and Restated Development Agreement have been prepared by the City's bond counsel law firm, Gilmore & Bell P.C. The ordinances and resolution have been approved as to form by the Law Department. Pursuant to Charter Ordinance No. 203, the Home Rule Ordinance approving the Amended and Restated Development Agreement must be approved by a 2/3 majority vote of the City Council, the Ordinance approving the TIF project plan amendment must also be approved by a 2/3 majority vote of the City Council, as does the Resolution modifying the requirements of Charter Ordinance No. 144. The Home Rule Ordinance also includes the authorizations needed for general obligation bond financing.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Home Rule Ordinance authorizing the execution of the Amended and Restated Development Agreement with River Vista, LLC and authorizing the issuance of City bonds, the Ordinance adopting the West Bank Apartments TIF Project Plan Amendment, the Ordinance adopting the River District STAR Bond Project Plan Amendment and the Ordinance establishing the River Vista Village Project Community Improvement District and finding it necessary to undertake public improvements to be financed by special assessments; adopt the Resolution modifying the requirements of Charter Ordinance No, 144; approve the reimbursement of developer expenses incurred by The RIV,

LLC; and authorize all necessary signatures.

Attachments:
Amended and Restated Development Agreement
Amendment to the West Bank Apartments Redevelopment Project Plan
Amendment to the River District STAR Bond Project Plan
Development Agreement Ordinance
Project Plan Ordinance
Benefit District Petition
Community Improvement District Ordinance
Charter Ordinance No. 144 Resolution
The RIV Reimbursable Costs

Gilmore & Bell, P.C.
12/11/2014

<u>AMENDED AND RESTATED DEVELOPMENT AGREEMENT</u>

DATED AS OF JANUARY 9, 2015

BETWEEN THE

CITY OF WICHITA, KANSAS,

AND

RIVER VISTA, L.L.C.

RELATING TO THE WEST BANK APARTMENTS PROJECT PLAN

FOR THE

EAST BANK REDEVELOPMENT DISTRICT

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AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this **"Agreement"**), is dated as of January 9, 2015 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the "**City**") and **RIVER VISTA, L.L.C.**, a Kansas limited liability company (the "**Developer**"); collectively referred to as the "**Parties**" and each a "**Party**").

RECITALS

A. On December 12, 1995, the Governing Body of the City (the "**Governing Body**") approved Ordinance No. 42-966, which established a redevelopment district pursuant to K.S.A. § 12-1770 *et seq*., as amended (the "**TIF Act**"), known as the East Bank Redevelopment District (as amended, the "**TIF District**"), which is located within the City generally bounded on the north by First Street, on the east by Broadway Street, on the south by Kellogg Street and on the west by McLean Boulevard, as more specifically described therein.

B. On June 25, 2002 the Governing Body passed Ordinance No. 45-339 that removed certain property and reduced the boundaries of the District pursuant to the TIF Act.

C. On November 23, 2004 the Governing Body passed Ordinance No. 46-407 that added certain property and increased the boundaries of the District pursuant to the TIF Act and made a substantial change to the District Plan for the District.

D. The District Plan for the District provided that redevelopment of the District would be in several project areas within the District as set forth in separate redevelopment plans to be approved by the Governing Body of the City pursuant to the TIF Act.

E. On August 13, 2013 the Governing Body passed Ordinance No. 49-557, a non-substantial amendment to Ordinance No. 46-407 and the District Plan was made by attaching a map of the proposed project areas.

F. The City has prepared an additional redevelopment project plan for the West Bank Apartments Project Area (the "**TIF Project Area**"), dated as of June 20, 2013 (the "**TIF Project Plan**"), which includes, but is not limited to, the development and construction of public parking, street and signalization improvements and certain site and public improvements, all in conjunction with development of a 154 unit apartment complex and commercial structures by a private developer within the TIF Project Area (collectively, the **"TIF Development Project"**).

G. On August 22, 2013, the Wichita Sedgwick County Metropolitan Area Planning Commission reviewed the proposed TIF Project Plan and adopted a resolution finding that the TIF Project Plan is consistent with the comprehensive plan for the development of the City.

H. Pursuant to the requirements of the TIF Act and Resolution No. 13-161, adopted August 27, 2013, the Governing Body set a public hearing to consider the adoption of the TIF Project Plan on October 8, 2013 and notice of such public hearing was provided as required by the Act.

I. On October 8, 2013, the public hearing was opened, public comment was received by the Governing Body and the public hearing was closed and on October 22, 2013, the Governing Body by a vote of at least two-thirds of its members approved Ordinance No. 49-586, which approved the TIF Project Plan, a copy of which is attached hereto as ***Exhibit A***.

J. The Parties have heretofore entered into a Development Agreement, dated as of October 3, 2013, to formalize their respective rights and obligations in regard to the Project (the "**Original Development Agreement**"), a Memorandum of which was recorded with the Sedgwick County Register of Deeds and appears at DOC#/FLM-PG: 29415690.

K. Pursuant to the Original Development Agreement, the City made application to the Secretary for designation of the West River Bank Improvements (located within the STAR District) as a "STAR Bond Project" pursuant to the STAR Bond Act (capitalized terms are hereinafter defined).

L. On October 24. 2007, the Secretary of the Kansas Department of Commerce (the "**Secretary**") issued a letter to the City, a copy of which is attached hereto as ***Exhibit B***, designating the TIF District as an "eligible area" (the "**STAR District**") pursuant to K.S.A. § 12-17,160 *et seq*., as amended (the "**STAR Bond Act**"); and

M. On January 22, 2014, the Secretary issued a letter to the City, a copy of which is attached hereto as ***Exhibit C***, which designated the West River Bank Improvements as a "STAR bond project" within the meaning of the STAR Bond Act and approved the issuance of up to $4,750,000 in net STAR bond financing pursuant to the STAR Bond Act; and

N. On December 16, 2014, the Governing Body, after proper notice, conducted a public hearing on STAR Project Plan Amendment, and on January 9, 2015, by a vote of at least two-thirds of its members passed Ordinance No. 49-[____], a copy of which is attached hereto as ***Exhibit D***, which approved a STAR Project Plan Amendment.

O. On December 16, 2014, the Governing Body, after proper notice, conducted a public hearing on TIF Project Plan Amendment, and on January 9, 2015, by a vote of at least two-thirds of its members passed Ordinance No. 49-[____], a copy of which is attached hereto as ***Exhibit E***, which approved the TIF Project Plan Amendment.

P. The Developer has submitted a petition requesting the creation of the River Vista Project Community Improvement District (the "**CID**") pursuant to K.S.A. § 12-6a26 *et seq*. (the "**CID Act**"), including certain real property within the TIF District for which the City is the owner and the Developer is a contract purchaser. The purpose of the CID is to impose upon all real property within its boundaries special assessments which will be dedicated to finance a portion of the costs of Phase I (as hereinafter defined); and

Q. On December 16, 2014, the Governing Body, after proper notice, conducted a public hearing on the creation of the CID, and on January 9, 2015 passed Ordinance No. 49-[___], a copy of which is attached hereto as ***Exhibit F***, approving the creating of the CID.

R. The Developer has submitted petitions requesting the creation of improvement districts pursuant to K.S.A. § 12-6a01 *et seq*. (the "**Benefit District Act**"), to impose special assessments upon certain real property which will be dedicated to finance the costs of certain public infrastructure improvements; and

S. As a result of such STAR Bond designation and a revision in the description of the TIF Project, the Parties now desire to inter into this Agreement to amend and restate the Original Development Agreement.

T. On December 16, 2014, the Governing Body, after proper notice, conducted a public hearing on the approval of this Agreement, and on January 9, 2015, by a vote of at least two-thirds of its

members passed Ordinance No. 49-[___], a copy of which is attached hereto as ***Exhibit G***, approving the execution of this Agreement.

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

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

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

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

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

"Assessments" shall mean any assessments levied for Project Costs in accordance with the Benefit District Act or the CID Act.

"Benefit District Act" shall mean K.S.A. 12-6a01 *et seq*., as amended.

"Bonds" shall mean, collectively, the STAR Bonds, the TIF Bonds, the CID Bonds and the general obligation bonds issued to finance Project Costs.

"Bond Documents" shall mean the ordinances, resolutions and/or trust indentures and other related documents approved by the City in connection with the issuance of Bonds.

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

"CID" shall mean the River Vista Project Community Improvement District.

"CID Act" shall mean K.S.A. § 12-6a26 *et seq*., as amended.

"CID Bonds" shall mean the City's full faith and credit bonds or special obligation bonds issued pursuant to the CID Act.

"CID District" means the CID District of the City approved by the CID Ordinance, which contains the Project Site.

"CID Eligible Costs" shall mean "project costs" that are permitted under the CID Act and this Agreement.

"CID Infrastructure Improvements" shall mean infrastructure improvements, including parking, streets, utilities, landscaping, irrigation, sidewalks, site lighting and site improvements that are CID Eligible Costs, but shall ***not*** include any buildings or structures (other than the Parking Structure) or any property affixed to such buildings or structures.

"CID Ordinance" shall mean Ordinance No. 49-[___] of the City, a copy of which is attached hereto as ***Exhibit E***.

"CID Policy" shall mean the City of Wichita Community Improvement District Policy approved by the Governing Body on April 6, 2010, as amended.

"CID Project Budget" shall have the meaning set forth in ***Section 3.02*.**

"City" means the City of Wichita, Kansas.

"City Contribution" shall mean the City's portion of the costs of the STAR Bond Project, estimated to be $1,050,000.

"City Representative" means the City Manager or his or her designee as evidenced by a written certificate furnished to the Developer containing the specimen signature of such person or persons and signed by the City Manager. The City Representative shall have full power and authority to implement decisions of the City Council and to act on behalf of the City in the exercise of its rights and responsibilities under this Agreement. The Developer may rely upon the decisions and directions of the City's Representative as directions of the City; *provided, however*, the City Representative may at its election defer important approvals to the Governing Body.

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

"Conditions Precedent" shall mean all of the conditions in ***Sections 2.03B*** and ***2.04***, unless waived by the Parties in writing.

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

"Delano Park" shall mean the City park adjacent to the Project Site, as identified on ***Exhibit H***.

"Developer" shall mean River Vista, L.L.C., a Kansas limited liability company, and its successors and assigns.

"Developer Facilities" shall mean an approximately 154-unit apartment complex and related surface parking, the Parking Structure and a boat and bike storage and rental facility of approximately 7,000 square feet to be located on the Phase I Lot.

"Developer Guaranty" shall mean the guaranty to the City of the debt service on the TIF Bonds and CID Bonds by the Developer and the Guarantors as described in ***Section 4.08***, a copy of which is attached hereto as ***Exhibit O***.

"**Easement Agreement**" means a certain Easement Agreement between the City and the Developer granting the Developer a perpetual, exclusive easement over the areas depicted on ***Exhibit V***.

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

"Excusable Delays" means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, power failure, strike, acts of war, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of

unreasonable delay on the part of the applicable Governmental Authorities, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

"Governing Body" shall mean the City Council of the City.

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

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

"Guarantors" means George E. Laham, II, William J. Warren, David E. Wells, and David C. Burk.

"Lot" means, collectively, the Phase I Lot and the Phase II Lot.

"Lot Purchase Price" shall mean a purchase price of $100,000 adjusted by applying the Consumer Price Index for the cumulative period from the initial sale by the City to the Developer to the date the City exercises its Option to Purchase with respect to the Lot.

"Option to Purchase" means: (a) with respect to the Lot, the option of the City to purchase the Lot in accordance with the provisions of Section 3.01(D); and (b) with respect to the Phase II Lot, the option of the City to purchase the Phase II Lot in accordance with ***Section 3.01(F)***.

"Parking Structure" means the multi-level parking structure for approximately 251 vehicles to be constructed on the Phase I Lot, which shall contain parking for residents and guests of the Developer Facilities and the general public.

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

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

"Phase I" shall mean the Developer Facilities, the TIF Public Infrastructure Improvements, the West River Bank Improvements and the CID Infrastructure Improvements.

"Phase I Lot" shall mean the real property to be platted on which Phase I shall be constructed and which is legally described on ***Exhibit U***.

"Phase II" shall mean the construction of a commercial (retail or office) building on the Phase II Lot that is approximately 20,000sf or larger.

"Phase II Lot" shall mean the real property to be platted on which Phase II shall be constructed and which is legally described on ***Exhibit U***.

"Phase II Lot Purchase Price" shall mean a purchase price calculated as a percentage of the square footage of the Phase II Lot compared to square footage of the Project Site, times the original purchase price of $100,000 paid by Developer to City as said calculation may be adjusted by applying the Consumer Price Index for the cumulative period from the initial sale by the City to the Developer to the date the City exercises its Option to Purchase.

"Preliminary Expenditures" shall mean those expenditures by the City and Developer with respect to the Project Plan, this Agreement and the Project Site.

"Project" shall mean the redevelopment project described in the TIF Project Plan and STAR Project Plan, as amended, which includes the Developer Facilities, Phase II, the TIF Public Infrastructure Improvements, the CID Infrastructure Improvements and the West River Bank Improvements.

"Project Costs" shall mean all costs and expenses incurred, or expected to be incurred, in conjunction with the Project.

"Project Budget" shall mean, collectively, the TIF Project Budget and the STAR Project Budget.

"Project Plan" shall mean, collectively, the TIF Project Plan and the STAR Project Plan.

"Project Site" shall mean the Lot, Delano Park, and the area North and East of the Lot wherein the West River Bank Improvements will be located, all as generally shown on ***Exhibit H*** and as legally described on ***Exhibit U***.

"Purchase Price" shall mean $100,000.

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

"Secretary" shall mean the Kansas Secretary of Commerce.

"Site Plan" A site plan generally depicting the improvements to be constructed as the Project is attached hereto as Exhibit T.

"STAR Bond Act" shall mean K.S.A. § 12-17,160 *et seq*., as amended.

"STAR Bond Commitment" shall mean a written commitment from a commercial bank or other financial institution for the purchase of the STAR Bonds upon such terms and conditions acceptable to the City and the Secretary.

"STAR Bonds" means the special obligation sales tax bonds to be issued by the City pursuant to the STAR Bond Act in a principal amount necessary to generate net project proceeds of $4,750,000 and any refunding bonds issued to refund such bonds.

"STAR District" means the STAR Bond Project District of the City approved by Ordinance 49-208, which includes the Project Site .

"STAR Eligible Costs" shall mean "project costs" that are permitted under the STAR Bond Act and this Agreement.

"STAR Project Budget" shall have the meaning set forth in ***Section 3.02***.

"STAR Project Plan" shall have the meaning set forth in ***Recital N***, a copy of which is attached hereto as ***Exhibit D.***

"State" means the State of Kansas.

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

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

"TIF Act" shall mean K.S.A. § 12-1770 *et seq*., as amended .

"TIF Bonds" means the full faith and credit tax increment bonds to be issued by the City pursuant to the TIF Act in a principal amount not to exceed $2,550,000 and any refunding bonds issued to refund such bonds.

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

"TIF Eligible Costs" shall mean the "redevelopment project costs" as defined in the TIF Act and approved in the TIF Project Plan by the City and described in this Agreement.

"TIF Project Budget" shall have the meaning set forth in ***Section 3.02.***.

"TIF Project Plan" shall have the meaning set forth in ***Recital F*** as modified by the TIF Project Plan Amendment described in ***Recital O.***

"TIF Public Infrastructure Improvements" shall mean certain infrastructure and street improvements as more fully described on ***Exhibit I***, specifically including the Parking Structure.

"TIF Revenues" shall mean the incremental property tax revenues received by the City from the TIF District pursuant to the terms of the TIF Act.

"Vertical Development" shall mean the completion for the Phase II Lot of the following: (i) approved plans and specifications by the City for such Phase II Lot, (ii) issuance of a building permit by the City for such Phase II Lot, and (iii) construction of footings and foundation and all necessary site utilities on such Phase II Lot.

"West River Bank Improvements" shall mean certain pedestrian and bike pathways, landscaping, retaining wall, fountains, art sculptures, other amenities and corresponding utility location and/or relocation and the water well installation as described in **Section 7.01**, as more fully described on ***Exhibit J***, which are acceptable to the City and Developer and are approved by the Secretary.

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

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

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

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

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

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

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

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

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

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

C. No Litigation. Except for potential litigation based on the selection process of the Developer, there is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to the Project Plan or this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

D. Governmental or Business Entity Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or business organization or corporate entity in connection with the execution and delivery by the City of this Agreement.

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

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

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

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

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

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

E. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, other than Permitted Subsequent Approvals.

F. No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would

constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

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

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

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

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

Section 2.03. Acquisition of the Lot.

A. Acquisition of the Lot by Developer. The Developer shall purchase the Lot from the City for the Purchase Price. The City will convey title to Developer by a special warranty deed at closing. The Lot shall be subject to the terms, conditions and covenants contained in this Agreement, in the STAR Project Plan and in the TIF Project Plan immediately upon acquisition and prior to any encumbrances placed thereon.

B. Conditions Precedent for the Sale of Lot to Developer. Upon the delivery to the City of each of following to the reasonable satisfaction of City, City shall sell the Lot to the Developer:

1. This Agreement has been created and has become effective pursuant to ***Section 2.05*** hereof and a memorandum of this Agreement has been recorded as provided in accordance with ***Section 11.15*** hereof;
2. The Lot shall have been zoned for the planned uses and platted in accordance with ***Section 3.01(C)(2)***, hereof;
3. Policies or certificate(s) of insurance evidencing that the Developer has procured all insurance required by this Agreement as set forth in ***Section 9.02(B)(2)*** hereof;
4. A critical path schedule as agreed upon by the City and the Developer; and

5. Delivery by the Developer of the STAR Bond Commitment.

6. Developer shall have submitted a fully executed petition requesting creation of the CID in substantially the form attached hereto as ***Exhibit L.***

7. Developer shall have submitted a fully executed petition requesting the TIF Public Infrastructure Improvements in substantially the form attached hereto as ***Exhibit M.***

8. Developer shall have submitted a fully executed petition requesting the West River Bank Improvements in substantially the form attached hereto as ***Exhibit N.***

9. The Developer Guaranty, fully executed by the Guarantors and the Developer in substantially the form attached hereto as ***Exhibit O***, shall be delivered to the City by the Developer.

10. The City and the Developer shall have executed a Building Setback Agreement substantially in the form attached hereto as ***Exhibit W***, establishing no less than thirty feet (30') of open space along the Southern property line of the Phase I Lot to be used by the Developer for protection of exterior walls and openings as defined by the International Building Code of the City of Wichita.

City, as owner of the Project Site, agrees to timely sign and file any applications or other documentation required to satisfy any of the foregoing conditions, which shall include, but not be limited to, zoning applications, plat documentation, and permit applications.

Section 2.04. Condition to the Commencement of Construction of Phase I. Prior to commencement of construction of Phase I, the Developer shall provide to the City evidence reasonably satisfactory to the City that the Developer, taking into account sources of funding described in ***Section 4.01(A)*** hereof, has adequate financing to fully complete the Developer Facilities.

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Section 2.05. Conditions to the Effective Date of this Agreement. Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer shall submit the following documents to the City:

A. Document Amendments. A certified copy of any amendments or changes made subsequent to the effective date of the Original Development Agreement to: (i) the Developer's Articles of Organization; (ii).the Operating Agreement of the Developer; and (iii) each member of the Developer and their percentage ownership;

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

C. Title Commitment. A title commitment for the Lot.

ARTICLE III
DEVELOPMENT OF THE PROJECT

Section 3.01. Scope of the Project.

A. Project Plan. As more fully described therein, the Project Plan contemplates a Project consisting of: (1) the Developer Facilities; (2) the TIF Public Infrastructure Improvements; (3) the West River Bank Improvements; (4) the CID Infrastructure Improvements; and (5) Phase II.

B. Development of Phase I. The Parties hereby agree to construct Phase I in a manner generally consistent with the Project Plan, and substantially in accordance with the Site Plan, subject to the provisions of this Agreement.

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

1. *Responsibilities of the City*. The City has selected the designer for the West River Bank Improvements and the designer has completed the preliminary design work for the West River Bank Improvements. The fee charged by the designer is competitive and reasonable based on the marketplace.

When requested by the Developer, the City will provide development assistance to the Developer by facilitating and expediting the issuance of building permits and compliance with other City controlled requirements relating to the construction and completion of the Project.

The City will provide reasonable access to the Developer for staging and work areas on Delano Park and the real property owned by the City across McLean to the West upon execution and delivery of a satisfactory indemnity agreement from the Developer to the City related to the use of such property. Developer agrees to return such staging and work areas to their prior condition upon completion of Phase I, unless Phase II has commenced prior to the completion of Phase I, in which case developer agrees to return such staging and work areas to their prior condition upon completion of the Project.

The City and the Developer shall agree upon and execute the Easement Agreement

2. *Responsibilities of the Developer*. The Developer shall cause Phase I to be designed consistent with the Project Plan. The Parties acknowledge that the Developer's responsibilities hereunder may be undertaken by Affiliates of the Developer or third parties. The Parties further acknowledge that the nature and size of the improvements constructed may deviate from those provided herein to the extent they remain reasonably consistent with the commercial nature of the uses contemplated under the Project Plan.

The Developer shall cause the Phase I Lot, the Phase II Lot, Delano Park and public right-of-way to be platted in accordance with the Governmental Approvals and shall be responsible for the civil engineering fees to survey and plat such lots, as well as the application fee(s) for the same. Such plat shall contain separate platted lots for the Phase I Lot, the Phase II Lot, and Delano Park as shown on ***Exhibit H***. Dedicated public access to and from public areas in the Lot and the Arkansas River will be the subject of a plat restriction, recorded easement, or both as agreed to by the City and the Developer. The access across the Lot may be reasonably restricted as to location and hours.

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

The Parties hereby agree that the construction of Phase I shall be undertaken in accordance with the following schedule:

1. Construction of the TIF Public Infrastructure Improvements by Developer shall commence no later than 90 days after the Conditions Precedent set forth in ***Section 2.03B*** are satisfied and the Developer shall diligently complete construction thereof after construction commences, subject to circumstances as set forth in ***Section 10.07***.

2. Construction of the West River Bank Improvements by Developer shall commence no later than 90 days after the commencement of construction of the TIF Public Infrastructure Improvements, subject to circumstances as set forth in ***Section 10.07***.

3. Construction of the remainder of Phase I shall commence by Developer within 180 days of completion of: (i) construction of the retaining walls along the North and East property lines of the Lot, (ii) site work, including soil removal is substantially completed, (iii) completion of utility relocation and/or installation shall be completed, and (iv) delivery of the documentation to the City as provided for in ***Sections 2.04*** and ***2.05***, subject to circumstances as set forth in ***Section 10.07***.

4. Developer agrees to complete Phase I within 24 months of commencement, subject to circumstances as set forth in ***Section 10.07***.

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

6. Upon commencement of construction of Phase I and continuing until the Certificate of Full Completion for Phase I is filed and accepted by the City, Developer will provide the City Representative monthly written reports on the status of construction and completion of the Project, which will include separate information for the West River Bank Improvements, the TIF Public Infrastructure Improvements, the CID Improvements and the Developer Facilities.

The failure of the Developer to timely comply with the provisions of this ***Subsection D*** shall constitute an Event of Default as described in ***Section 10.01*** hereof. In addition to the remedies available to the City under ***Article X*** hereof, the City may purchase the Lot for the Lot Purchase Price and with no encumbrances or mortgages in place on such Lot, except for such encumbrances which are reasonable and proper for a development such as the Project, including but not limited to all reasonable easements and restrictive covenants. The City agrees that any easements and restrictive covenants recorded against the Lot as of the date of the Developer's purchase of the Lot, as well as the access easements referred to in Section 3.01(C)(1), shall be deemed to be reasonable and proper The City's Option to Purchase shall be evidenced by an option to purchase executed between the City and Developer at the closing of Developer's purchase of the Lot, which shall be recorded against the Lot immediately after such closing. The City shall release its Option to Purchase attached to the Lot upon completion of Phase I.

E. <u>Phase II Development</u>. The Developer shall develop Phase II, or cause Phase II to be developed, as market conditions allow.

F. <u>City's Option to Purchase the Phase II Lot</u>.

1. If no Vertical Development has occurred on the Phase II Lot within fifteen (15) years after satisfaction of the Conditions Precedent set forth in ***Section 2.04***, City may purchase the Phase II Lot for the Phase II Lot Purchase Price and with no encumbrances or mortgages in place on such Phase II Lot, except for such encumbrances which are reasonable and proper for the purposes of a multi-phased lot development, including but not limited to all reasonable easements and restrictive covenants. The City agrees that any easements and restrictive covenants recorded against the Phase II Lot as of the date of the Developer's purchase of such lot, as well as the access easements referred to in Section 3.01(C)(1), shall be deemed to be reasonable and proper The 15-year period may be extended by the City for two additional 5-year periods if the Developer provides information satisfactory to the City that economic conditions prohibit the economically sustainable development of Phase II.

2. City's Option to Purchase shall be evidenced by an option to purchase executed between the City and Developer at the closing of Developer's purchase of the Lot, which shall be recorded against the Phase II Lot immediately after such closing. No less than 60 days prior to the expiration of the 15-year period, as may be extended as set in in paragraph 1 above, the City shall provide written notice to Developer of the City' exercise of the Option to Purchase, in which case closing on the purchase of the Phase II Lot shall occur within 30 days after the expiration of the 15-year period and any extensions.

3. City shall release its Option to Purchase attached to the Phase II Lot upon Vertical Development of Phase II.

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

H. TIF Public Infrastructure Improvements. All TIF Public Infrastructure Improvements shall be constructed by Developer subject to City's standard review and permitting procedures and pursuant to the provisions of ***Exhibit P*** attached hereto and incorporated herein. All contracts and subcontracts for the construction of the TIF Public Infrastructure Improvements shall be competitively bid by Developer and the City shall have access to all such bidding documentation. The Developer shall provide, or cause to be provided by the general contractor or subcontractors (if there is no general contractor), to the City the statutory bonds and performance bonds required by the City for the TIF Public Infrastructure Improvements. All plans and specifications for the TIF Public Infrastructure Improvements shall be approved by the City Engineer.

I. West River Bank Improvements. All West Bank River Improvements shall be constructed by Developer subject to City's standard review and permitting procedures and pursuant to the provisions of ***Exhibit P*** attached hereto and incorporated herein. All contracts and subcontracts for the construction of the West Bank River Improvements shall be competitively bid by Developer and the City shall have access to all such bidding documentation. The Developer shall provide, or cause to be provided by the general contractor or subcontractors (if there is no general contractor), to the City the statutory bonds and performance bonds required by the City for the West Bank River Improvements. All plans and specifications for the West Bank River Improvements shall be approved by the City Engineer. The STAR Budget has been approved by the City, the Developer and the Secretary and is currently estimated at $7,862,999.05.

Section 3.02. Project Budgets. The Project shall be constructed substantially in accordance with the Project Budget attached as ***Exhibit K*** hereto. Developer shall have the right to transfer costs between and among the line items within the Project Budget, provided that: (1) the figure for total TIF Eligible Costs does not change, (2) the figure for the total STAR Eligible Costs does not change; (3) the figure for the total CID Eligible Costs does not change; ;(4) all reallocated costs meet the legal requirements of the TIF Act or CID Act, as appropriate; (5) the City Representative approves in writing all such changes and transfers greater than 10% for any line item within the TIF Project Budget and CID Project Budget and (6) the Secretary approves in writing all such changes and transfers within the STAR Project Budget.

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

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

B. Zoning, Planning and Platting. The City agrees to consider and act on any zoning, planning and platting applications by the Developer in due course and good faith. City and Developer both acknowledge that planning and platting are subject to change and City agrees to review any and all changes to planning and/or platting in due course.

C. Design. Developer shall select the designer for all aspects of the Project, other than the West Bank Improvements, and related site preparation, soil removal, if necessary and the TIF Public Infrastructure Improvements, which design concept shall be acceptable to the City in its reasonable discretion. The preliminary design concept which has been approved by the City is reflected on ***Exhibit T***.

D. Construction Plans. The Developer and the City, as to their respective portions of the Project, shall submit Construction Plans for the Project for review and approval pursuant to the Wichita/Sedgwick Unified Building and Trade Code. Construction Plans may be submitted in phases or stages. The Construction Plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Project Plan and this Agreement. The Developer agrees that all construction, improvement, equipping, and installation work on the Project shall be done in accordance with the Construction Plans, the Site Plan, the Project Plan, and this Agreement.

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

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

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

Section 3.05. Certificate of Full Completion. Promptly after completion of the Project in accordance with the provisions of this Agreement, the Developer shall submit a Certificate of Full Completion to the City. Full Completion shall mean that the Developer or its successor or assigns shall have been granted a Certificate of Occupancy by the City Building Official and shall have completed all work as required by the Project Plan with respect to the applicable phase of the Project. The Certificate of Full Completion shall be in substantially the form attached as ***Exhibit S***. The City shall, within ten (10) days following delivery of the Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion. The City's execution of the Certificate of Full Completion shall constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the applicable phase of the Project to which the Certificate of Full Completion relates.

Section 3.06. Dedication of Right-of Way and Easements. Developer agrees to dedicate to the City without any charge or cost all necessary right-of-way and easements for construction and maintenance within or adjacent to the Project Site for the construction of the TIF Public Infrastructure Improvements and West River Bank Improvements.

ARTICLE IV
PROJECT FINANCING

Section 4.01. Sources of Funding. The Parties contemplate that the Project may be financed by a variety of sources of funds, subject to the terms of this Agreement:

A. West River Bank Improvements (estimated at $7,862,999.05) - (i) net proceeds of STAR Bonds in amount of $4,750,000; (ii) City contribution from general obligation bonds in a net amount of $1,050,000; and (iii) the remainder from net proceeds of general obligation bonds of the City issued pursuant to the Benefit District Act, payable by Developer from Assessments levied against the Phase I Lot pursuant to the Benefit District Act. In the event that the aggregate costs of the West Bank Improvements are less than $5,800,000, the respective contributions will be modified by the Secretary.

B. Parking Structure (estimated at $4,170,000) – (i) net proceeds of TIF Bonds in an amount not to exceed $2,500,000; and (ii) CID Bonds for the balance.

C. TIF Public Infrastructure Improvements (estimated at $1,035,789 net of costs of the Parking Structure) – net proceeds of general obligation bonds of the City issued pursuant to the Benefit District Act payable by Developer from Assessments levied against the Phase I Lot.

D. CID Infrastructure Improvements (estimated at $1,420,103) – net proceeds of CID Bonds payable by Developer from Assessments levied against property in the CID District.

E. Developer Facilities- Other than the Parking Structure (estimated at $24,000,000) – costs not otherwise financed by methods referenced in A through D hereof, to be financed by the Developer with private debt and equity.

Developer represents and warrants to the City that it has the financial capacity to obtain the necessary private financing for Phase I and make arrangements for placement of the STAR Bonds and any special obligation CID Bonds with commercial bank or banks.

Section 4.02. Project Budget. The Project Budget, which reflects a breakdown of the estimated costs for the West River Bank Improvements and the TIF Public Infrastructure Improvements is attached hereto as ***Exhibit K***.

Section 4.03. STAR Bonds. The City agrees to issue the STAR Bonds, subject to the provisions and restrictions of the STAR Bond Act, and deliver the same on a private placement basis pursuant to the STAR Bond Commitment. The STAR Bonds shall be special obligation bonds payable from the Tax Revenues and shall not be general obligation bonds backed by the full faith and credit of the City. The specifics of the issuance and repayment of the STAR Bonds shall be in accordance with the Bond Documents, to be approved by City ordinance, and in accordance with this Agreement.

Section 4.04. TIF Bonds. The City agrees to issue TIF Bonds, subject to the provisions and restrictions of the TIF Act, in a principal amount not to exceed $2,550,000, which is expected to provide net proceeds of not to exceed $2,500,000 for payment of costs of the Parking Structure, TIF Public Infrastructure Improvements and Preliminary Expenditures of the City that are TIF Eligible Costs.

Section 4.05. CID Bonds. The City agrees to create and operate the CID in accordance with the CID Policy and to issue full faith and credit CID Bonds, subject to the provisions and restrictions of the CID Act, or as may be agreed by the City and Developer, special obligation CID bonds in accordance with the provisions of the CID Act, in a principal amount which is expected to provide net proceeds of not to exceed $5,590,650, for payment of costs of the Parking Structure, CID Infrastructure Improvements and Preliminary Expenditures of the City that are CID Eligible Costs. In addition to the payment of CID Special Assessments, the Developer shall be responsible for payments to the City at the times and in the amounts required by the CID Policy.

Section 4.06. General Obligation Bonds. The City agrees to issue its general obligation bonds, subject to Kansas Constitutional and statutory authorization, including the Benefit District Act, in amounts sufficient to finance the City Contribution, the TIF Public Infrastructure Improvements and that portion of the West River Bank Improvements financed pursuant to the Benefit District Act.

Section 4.07. Industrial Revenue Bonds. The City agrees to issue a letter of intent to Developer for the issuance of industrial revenue bonds ("IRBs") in a principal amount of not to exceed $24,000,000 for purposes of obtaining a sales tax exemption on construction materials for the Developer Facilities (other than the Parking Structure), such letter of intent to be subject to the standard policies and procedures of the City, a copy of which is attached as ***Exhibit X*** hereto, plus the following additional

requirements: (1) IRBs must be purchased either by Developer or its lender in a direct placement; and (2) no property tax exemption will be requested for property financed with the IRBs.

Section 4.08. **Developer Guaranty**. The Developer agrees to execute and deliver and to cause the Guarantors to execute to the City, the Developer Guaranty, in substantially the form attached hereto as ***Exhibit O***.

Section 4.09. **Preliminary Expenditures**. Until the Conditions Precedent have been satisfied, the City and the Developer shall each be responsible for payment of their respective Preliminary Expenditures. Preliminary Expenditures of the Developer will be apportioned and included in the TIF Public Infrastructure Improvements, the CID Infrastructure Improvements and the West River Bank Improvements to be financed in the method stated herein.

Section 4.10. **Application of TIF Revenues**. All TIF Revenues shall be applied by the City to the extent funds are available for TIF Eligible Costs in the following order: (1) repayment of the TIF Bonds; (2) reimbursement for Preliminary Expenditures of the City not financed with Bonds; (3) payment or reimbursement to the City for expenditures made on general obligation bonds to fund the City Contribution; (4) payment or reimbursement to the Developer for Assessments made with respect to the West River Bank Improvements; (5) payment or reimbursement to the Developer for Assessments made with respect to the TIF Public Infrastructure Improvements; (6) payment or reimbursement to the Developer for Assessments made with respect to the CID Act; (7) any other costs of the City with respect to the Project. In the event that TIF Revenues remain after payment of the foregoing costs, such amounts shall be disbursed in accordance with the TIF Act.

ARTICLE V

EXPENDITURE OF BOND PROCEEDS

Section 5.01. **Compliance with the Acts**. The Parties hereby agree that they will comply with the STAR Bond Act, the CID Act, the Benefit District Act and the TIF Act.

Section 5.02. **Certification of Expenditures**. Prior to the disbursement of proceeds of any Bonds, the Developer shall certify that such expenditures are STAR Eligible Costs, CID Eligible Costs, TIF Eligible Costs or for other expenditures as are appropriate in accordance with the following:

1. The Developer shall submit to the City a Certification of Expenditures in the form attached hereto as ***Exhibit Q*** setting forth the amount for which payment is sought and an itemized listing of the related costs.

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

Section 5.03. **Payment of Expenditures**. The City shall have twenty (20) calendar days after receipt of any Certification of Expenditures to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Certification of Expenditures shows payment or pending payment by the Developer of such costs; (2) the expense was incurred or will immediately be incurred upon the disbursement of the funds; (3) the aggregate amount of STAR Eligible Costs, CID Eligible Costs or TIF Eligible Costs theretofore paid or encumbered pursuant to this Agreement is less than the amounts set forth in this Agreement for reimbursement and if added to the amount of the Certification of Expenditures, would not exceed such amounts; (4) a detailed description of the costs,

which is tied to the line item(s) in the Project Budget; (5) the Developer is not in material default under this Agreement; and (6) there is no fraud on the part of the Developer, then the City shall approve the Certification of Expenditures and promptly reimburse the Developer for the costs pursuant to the terms of this Agreement. If the City reasonably disapproves of the Certification of Expenditures, the City shall notify the Developer in writing of the reason for such disapproval within such twenty (20) day period.

ARTICLE VI
USE OF THE PROJECT SITE

Section 6.01. Land Use Restrictions. At all times while this Agreement is in effect the types of land uses and retailers set forth in ***Exhibit R*** hereto are prohibited within the Project Site, unless approved in writing by the City prior to the execution of a letter of intent, lease or prior to the sale of land. In addition, the City agrees that Delano Park shall not be used for anything other than a park without the Developer's written consent. The Parties agree to file such restrictions of record upon request of the Party benefitted by such restriction.

Section 6.02. Operation of Project. The Project shall comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses.

Section 6.03. Sales Tax Information.

A. The Developer shall provide the City Representative written notice within 10 days of the opening or closing for business of all current commercial tenants located on property owned by the Developer within the Project Site and at all other times upon the written request of the City Representative.

B. The Developer agrees to make commercially reasonable efforts to cause all assignees, purchasers, commercial tenants, commercial subtenants or any other entity acquiring property or commercial occupancy rights in the Project Area to be obligated by written contract (lease agreement or other enforceable document) to provide to the City Representative simultaneously with submission to the Kansas Department of Revenue the monthly sales tax returns for the Project Area. The Developer hereby agrees that each such lease agreement shall provide that the City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such tenant or purchaser.

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

Section 6.04. Taxes, Assessments, Encumbrances and Liens.

A. So long as the Developer owns real property within the Project Site, the Developer shall pay when due all real estate taxes and assessments related to such property, specifically including the Assessments. Nothing herein shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax or assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto (other than the Assessments). The Developer shall promptly notify the City in writing of its protest of real estate taxes or valuation of property within the Project Site.

B. Subject to ***Section 6.05***, Developer agrees that no mechanics' or other liens shall be established or remain against the TIF Public Infrastructure Improvements, the CID Infrastructure Improvements or the West River Bank Improvements, or the funds in connection with any of the TIF Public Infrastructure Improvements, the CID Infrastructure Improvements or the West River Bank Improvements, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer shall not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the TIF Public Infrastructure Improvements, the CID Infrastructure Improvements or the West River Bank Improvements as a result of acts of the Developer, its agents or independent contractors.

Section 6.05. Financing During Construction; Rights of Holders.

A. No Encumbrances Except Mortgages during Construction. Notwithstanding any other provision of this Agreement, (i) mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter; (ii) leases of all or a portion of the Phase I Lot and/or the Phase II Lot are permitted; and (iii) cross-access and cross-parking easements between the Phase I Lot and the Phase II Lot are permitted. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

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

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

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

Section 6.06. **Covenant for Non-Discrimination**. The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry in the construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project.

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

ARTICLE VII

MAINTENANCE OF THE PROJECT

Section 7.01. **Maintenance of the TIF Public Infrastructure Improvements**. Developer agrees to provide at its cost and expense for maintenance of those portions of the TIF Public Infrastructure Improvements located on the Lot in a first class condition and appearance.

The City agrees to provide at its cost and expense for maintenance of those portions of the TIF Public Infrastructure Improvements not located on the Lot and located in the public right of way adjacent thereto, such as street and traffic signalization, in the manner for similar improvements in other areas of the City.

City acknowledges that Developer intends to drill and install one or more wells for irrigation of the landscaping included on the Lot, the West River Bank Improvements and Delano Park. City further acknowledges that, due to the requirements and restrictions of the Kansas Water Appropriations Act, the well(s) to be used for irrigation of the West River Bank Improvements and Delano Park will need to be located on City-owned property. City agrees to support Developer's application for the well(s) to be installed on the Lot and agrees to file all such applications for the well(s) to be installed within Delano Park and/or the West River Bank.

Section 7.02. **Maintenance of the West River Bank Improvements.**

The City agrees to provide at its cost and expense for maintenance of the hardscape portion of the West River Bank Improvements, and hardscape improvements in Delano Park in the manner for similar improvements in other areas of the City.

The Developer agrees at its cost and expense to pay the costs of irrigation, operation, maintenance and replacement of all landscaping in the public right of way and for non-hardscape improvement, specifically including fountains constructed as part of the West River Bank Improvements, at a quality level equal to the surrounding property.

The Developer and City each agree to assign to the appropriate party responsible for maintenance, any warranties, sureties of other forms of subrogation available for performance of such maintenance of the West River Bank Improvements.

Section 7.03. Maintenance of Delano Park. Developer agrees to provide for irrigation, maintenance and replacement of all landscaping and non-hardscape improvements located in Delano Park; provided that City shall reimburse Developer for such costs, subject to the following conditions: (1) Developer shall provide City with an annual estimate of such costs prior to March 1 of each year; (2) City shall include within its adopted budget an amount for such expenses; and (3) the City's obligation for such expenses shall be subject to the cash-basis and budget laws of the state of Kansas. The Developer and City shall each have an option to eliminate this provision on March 1 occurring three years after completion of Phase I and every 3 years thereafter; provided written notice is given to the other party 6 months in advance of the appropriate March 1.

The Developer and City each agree to assign to the appropriate party responsible for maintenance, any warranties, sureties of other forms of subrogation available for performance of such maintenance of Delano Park.

Section 7.04. Termination of the Project Plan. The City shall not terminate the Project Plan prior to the expiration of its twenty year term, except as provided by law, or as requested by the Developer after the Bonds have been paid in full. Upon payment in full of the Bonds, this Agreement shall automatically terminate and be of no further force and effect; provided, however, that the City's Option to Purchase the Phase II Lot and the maintenance and reimbursement provisions contained in this Article VII shall not be affected by the termination of this Agreement and shall remain in full force and effect unless and until terminated as provided for herein.

ARTICLE VIII
ASSIGNMENT; TRANSFER

Section 8.01. Transfer of Obligations.

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

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

C. The foregoing restrictions on assignment, transfer and conveyance shall not apply to (a) any security interest granted to secure indebtedness to any construction or permanent lender, or (b) the

sale, rental and leasing of portions of the TIF District for the uses permitted under the terms of this Agreement or (c) the assignment, transfer or conveyance by a Party to its Affiliate.

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

ARTICLE IX
GENERAL COVENANTS

Section 9.01. Indemnification of City.

A. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the **"City Indemnified Parties"**) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys' fees, resulting from, arising out of, or in any way connected with:

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

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

3. any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

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

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

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

Section 9.02. <u>Insurance</u>.

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

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

1. Builder's completed value risk insurance and, on and after the completion date of the Project, property insurance, in each case (a) providing coverage during the construction of the Project for financial losses of the Developer relating to continuing expenses, caused by property damage during the construction of the Project, (b) providing coverage (including increased costs from changes in building laws, demolition costs and replacement cost coverage) for those risks which is equal or broader than that currently covered by an all–risk policy covering all improvements, fixtures and equipment in the Project, (c) containing an agreed amount endorsement with a waiver of all co-insurance provisions, (d) providing for no deductible in excess of $500,000 (as increased each year by the increase in the CPI, if any, for the preceding calendar year) for all such insurance coverage, and (e) covering, without limitation, loss, including, but not limited to, the following:

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

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

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

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

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

ARTICLE X
DEFAULTS AND REMEDIES

Section 10.01. **Defaults - General**. Subject to the extensions of time set forth in ***Section 10.07*** below (Enforced Delay), failure or delay by any Party to perform any material term or provision of this Agreement, after receiving written notice thereof and failing to cure as set forth in ***Section 10.02*** below, and the breach of a representation and/or warranty of a Party each constitutes an **"Event of Default"** under this Agreement. The Party claiming a default ("**Claimant**") shall give written notice of default to the defaulting Party, specifying the nature of the default.

Section 10.02. **Default Proceedings**. The Claimant shall not institute proceedings against a defaulting Party, nor be entitled to damages or to pursue any of the remedies set forth in Section 10.03 if the defaulting Party within fourteen (14) days from receipt of the written notice of default set forth in ***Section 10.01***, commences with due diligence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice; or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

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

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

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

Notwithstanding any other provision of this Article, if Developer is in default, as defined above, of its obligation in this Agreement to complete construction of the Project, City may enforce said obligation by demanding specific performance of Developer's obligation.

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

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

Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by a Party of any specific default by another Party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 10.04. Legal Actions.

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

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

C. Acceptance of Service of Process.

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

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

Section 10.05. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 10.06. Inaction Not a Waiver of Default. Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of

any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 10.07. Enforced Delay; Extension of Times of Performance In addition to specific provisions of this Agreement, performance by a Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to delay or default of the other Party, war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, market conditions, quarantine restrictions, freight embargoes, lack of transportation, unexpected conditions for development of the Lot, or unusually severe weather, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform.

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

ARTICLE XI
GENERAL PROVISIONS

Section 11.01. Mutual Assistance. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

Section 11.02. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement shall run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the District. The City shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Developer and the City.

Section 11.03. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 11.04. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 11.05. Agreement Controls. The Parties agree that the Project Plan will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of Project Costs and all other methods of implementing the Project Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the Project Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the Project Plan. Nothing in this Agreement shall be deemed an amendment of the Project Plan. Except as otherwise expressly provided herein, this

Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 11.06. Conflicts of Interest.

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

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

Section 11.07. Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect, unless mutually terminated earlier by the Parties, for twenty (20) years from the date of approval of the Project Plan.

Section 11.08. Validity and Severability. It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 11.09. Required Disclosures. Each Party shall immediately notify the other Party of the occurrence of any material event which would cause any of the information furnished to the other Party in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 11.10. Tax Implications. The Developer acknowledge and represent that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

Section 11.11. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be

given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

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

To the City:	To the Developer:
City Manager City Hall, 13th Floor 455 N. Main Wichita, Kansas 67202	River Vista, L.L.C. Attn: President 150 N. Market Wichita, KS 67202

With a copy to:

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

and

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

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

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

Section 11.14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 11.15. Recordation of Agreement. The Parties agree to execute and deliver a mutually agreed upon Memorandum of this Agreement and a Memorandum of Option to Purchase as necessary to put the public on notice of the City's rights under this Agreement and the Option to Purchase. Such Memorandums shall be in proper form for recording and/or indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Sedgwick County, Kansas.

Section 11.16. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent,

approval or acceptance shall not be unreasonably withheld, conditioned or unduly delayed and such approval shall be provided within forty-five (45) days of receipt of request for such approval.

Section 11.17. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 11.18. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersede all prior agreements, negotiations and discussions, both written and oral, relative to the Project and is a full integration of the agreement of the Parties. The terms and provisions of the Original Development Agreement shall be null and void upon the effective date of this Agreement, the satisfaction of the items listed in ***Section 203(B)*** hereof, and the execution and delivery of the Developer Guaranty.

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

Section 11.20. Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 11.21. Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq*. and K.S.A. 79-2935 *et seq*.

Section 11.22. No Third Party Beneficiaries. It is specifically agreed between the City and Developer that this Agreement is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to enable anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

[Signatures on Following Pages]

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

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

DEVELOPER:

RIVER VISTA, L.L.C.,
a Kansas limited liability company

By: _____
Amy J. Liebau, President

***Exhibit A* – Ordinance No. 49-586**
(TIF Project Plan Approval)

[see attached]

Exhibit B
KDOC Secretary Letter re STAR District

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

Kansas
Department of Commerce

Phone: (785) 296-3481
Fax: (785) 296-5055
admin@kansascommerce.com
KansasCommerce.com

Pat George, Secretary

Sam Brownback, Governor

January 22, 2014

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

RE: City of Wichita West Bank Project

Dear Mr. Layton:

Thank you for the City of Wichita's (City) STAR Bond Project Plan formally submitted on or about August 8, 2013 and supplemental information. The Plan identifies an additional project related to the original Wichita River District Project Plan. After having reviewed the Project Plan, and pursuant to K.S.A. 12-17,160 *et seq.*, I take the following actions:

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

(2) approve and designate the West Bank Project currently under consideration, as part of a "STAR bond project" within the meaning of K.S.A. 12-17,162(w); and

(3) approve the issuance of up to $4,750,000 (exclusive of approved financing costs) in STAR Bond financing for the West Bank Project.

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

The Wichita River District, of which the West Bank Project is a component, is identified as an area within the City of Wichita as initially approved on October 24, 2007. The development contemplated for the project area will include infrastructure, landscape and water features along the West Bank, including but not limited to, bike and water boat access and rental, bike and hike trails and related amenities.

Total cost for this component of the Project is estimated to be $27 million dollars with STAR Bond eligible costs of around $6.5 million dollars. Wichita has satisfied the Commerce policy that STAR bond applicants pledge all available sales tax revenue generated within the STAR Bond Project District to repay STAR bonds used for the project as well as 100% of its share of county sales tax. Further, the City has agreed to commit an additional $1,050,000 to pay eligible STAR Bond project costs.

The Feasibility Study submitted by the City reflects that the Wichita River District is a unique travel destination that will attract visitors from throughout the country. The Feasibility Study further demonstrates that the Project will generate significantly more sales tax revenue over the life of the bonds than is necessary to support the $4,750,000 STAR bond issue. The total economic impact of businesses and their employees in the Project on the area economy is substantial.

Based on all of the above, it is my determination that the Project constitutes a major commercial entertainment and tourism area, and is therefore an "eligible area" within the meaning of the Act. The West Bank Project is hereby designated a "STAR bond project" within the meaning of the Act. I further approve the issuance of up to $4,750,000 (exclusive of approved financing costs) of STAR bonds to finance the Project as submitted in the STAR Bond Application and Project Plan, provided that: 1) the City takes all lawfully required actions to implement the STAR Bond Project Plan; 2) STAR bonds shall be used only to finance eligible project costs to implement the STAR Bond Project Plan; 3) the City implements the approved "Sources and Uses" allocation and budget and Commerce approves a final line-item budget for the $4,750,000 of STAR bonds; 4) all financing costs and certain project expenses to be financed with STAR bond proceeds will be approved by the Secretary of Commerce prior to payment; 5) the Secretary of Commerce approves the terms and conditions of the STAR bonds; and 6) the City commits to funding a minimum of $1,050,000 of eligible STAR Bond project costs as well as pledging the City's share of county sales tax generated within the STAR Bond District to repayment of the STAR bonds.

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

Sincerely,

Pat George
Secretary of Commerce

Exhibit C
KDOC Secretary Letter re STAR Project Approval

[see attached]

***Exhibit D* – Ordinance No. 49-[___]**
(STAR Project Plan Amendment Approval)

[see attached]

***Exhibit E* – Ordinance No. 49-[___]**
(TIF Project Plan Amendment Approval)

[see attached]

***Exhibit F* – Ordinance No. 49-[___]**
(CID Creation)

***Exhibit G* – Ordinance No. 49-[___]**
(Amended and Restated Development Agreement Approval)

Exhibit H
Depiction of the Project Site

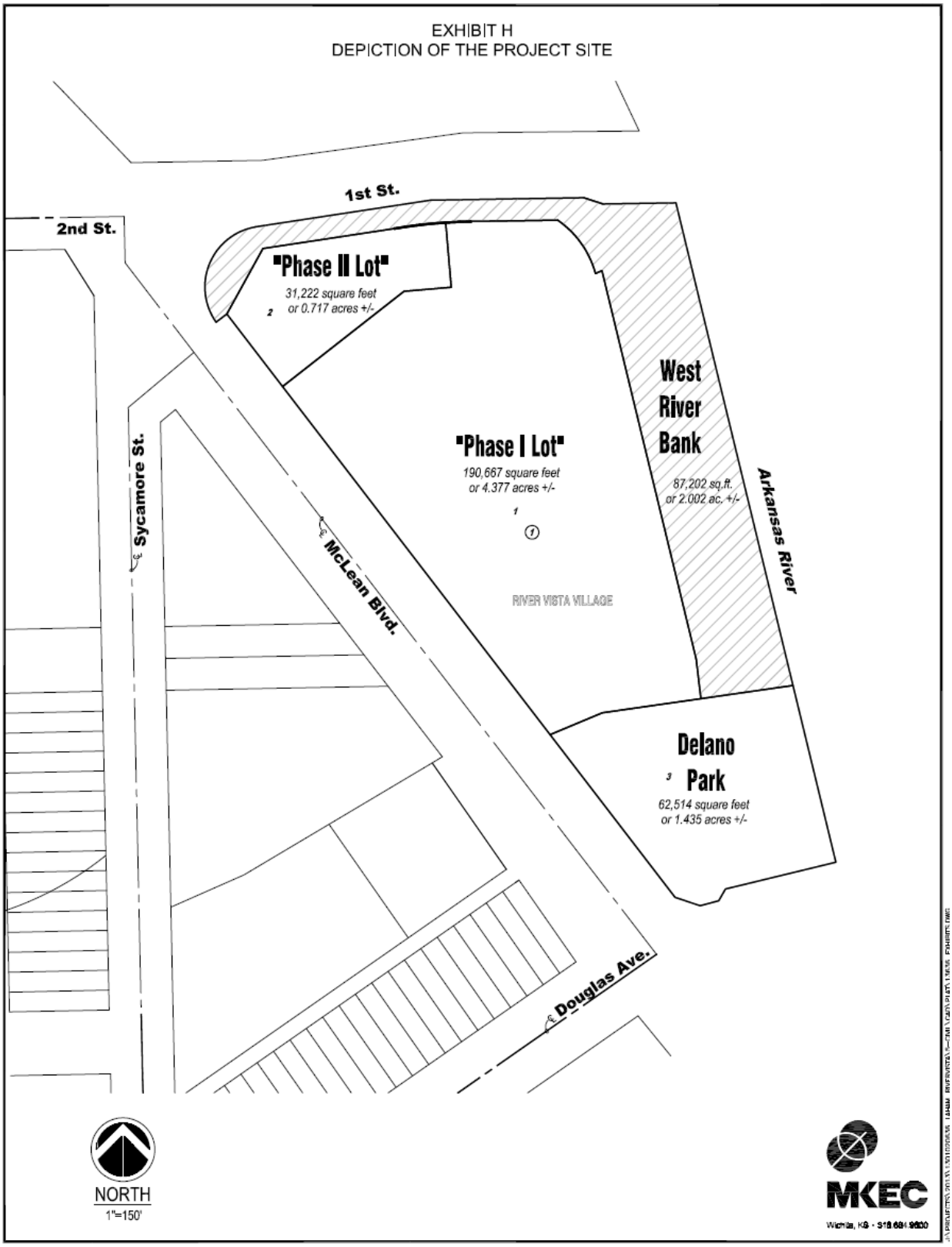


Exhibit I
TIF Public Infrastructure Improvements Description

Parking Structure
Surface parking, streets, earthwork, sand removal
Utilities, including storm sewer relocation
Site Lighting
Sidewalks
Signalization and Signage
Plan Review and Permit
Landscaping/irrigation (including water well)
Engineering, Architectural and Inspection
Miscellaneous related to the foregoing, including administration, contract review and legal

Exhibit J
West River Bank Improvements Description

Site clearing and preparation
Earthwork (including, but not limited to, excavation, exporting of excess soil, imported topsoil and grading)
Utilities, including a well
Hardscape
Landscaping, including irrigation systems
Retaining walls, including piling and cast-in-place concrete
Masonry/Stonework
Metals (including, but not limited to, handrails, guardrails, and gates)
Site lighting and electrical
Site Furnishings, including, but not limited to, benches, trash receptacles, bike racks and signage)
Floating dock
Flood gates/panels
McLean fountain rehabilitation
Fountain/water feature
Art/sculptures
Erosion Control
Inlet Protection
City Engineering, Administration and Inspection
Plan Review and Permit
Architectural Fees
CM Administration, Contract Review and Legal Fees

Exhibit K
Project Budget

TIF Project Budget	
Parking Garage (partial)	$2,500,000.00
TOTAL	$2,500,000.00

TIF Public Infrastructure Improvements Budget	
Utilities	$582,396.00
Sidewalks	$36,786.20
Intersection	$298,791.50
Plan Review and Permit	$7,274.59
CM Administration, Contract Review and Legal	$42,588.00
Engineering & Inspection ($11,600 has been paid by Developer already)	$45,910.80
Architectural	$19,500.00
TOTAL	$1,033,247.09

CID Infrastructure Improvements Budget	
Parking Garage (partial)	$1,670,000.00
Earthwork/Paving	$504,752.50
Landscape & Irrigation (including well)	$110,348.00
Site Lighting	$156,891.00
Signage	$25,000.00
Plan Review and Permit	$39,357.41
CM Administration, Contract Review and Legal	$230,412.00
Engineering & Inspection	$248,389.20
Architectural	$105,500.00
TOTAL	$3,090,650.11

STAR Bonds Budget	
Site clearing and preparation	$361,095.50
Earthwork (including, but not limited to, excavation, exporting of excess soil, imported topsoil and grading)	$567,815.25
Utilities (including well)	$14,750.00
Hardscape	$448,378.00
Landscaping, including irrigation systems	$315,211.90
Retaining walls, including piling and cast-in-place concrete	$1,678,320.00
Masonry/Stonework	$420,777.50
Metals, including handrails, guardrails, and gates	$261,550.00
Site lighting and electrical	$231,000.00
Site furnishings, including benches, trash receptacles, bike racks and signage	$95,200.00
Floating dock	$250,000.00
Flood gates/panels	$80,000.00
McLean fountain rehabilitation	$35,000.00
Fountain/water feature	$320,000.00
Art/sculptures	$400,000.00
Erosion Control	$19,084.00
Inlet Protection	$46,000.00

City Engineering, Administration and Inspection	$477,054.97
Project Contingency	$954,109.93
Plan Review and Permit	$22,127.00
LK Professional Fees	$249,727.00
Other Fees	$36,000.00
CM Administration, Contract Review and Legal	$579,798.00
TOTAL	$7,862,999.05

Exhibit L
Form of CID Petition

(to be inserted)

Exhibit M
Form of TIF Infrastructure Improvements Petition

(to be inserted)

Exhibit N
Form of STAR Infrastructure Improvements Petition

(to be inserted)

Exhibit O
Form of Developer Guaranty

[See Attached]

GUARANTY AGREEMENT

BETWEEN

RIVER VISTA, L.L.C.,

GEORGE E. LAHAM, II,

WILLIAM J. WARREN,

DAVID E. WELLS,

AND

DAVID C. BURK

AS GUARANTORS

AND

THE CITY OF WICHITA, KANSAS

DATED AS OF JANUARY 9, 2015

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT dated as of January 9, 2015 (the **"Guaranty Agreement"**), by and between RIVER VISTA, L.L.C., a Kansas limited liability company, GEORGE E. LAHAM, II, WILLIAM J. WARREN, DAVID E. WELLS and DAVID C. BURK (collectively and individually, the **"Guarantor"**) and the City of Wichita (the **"City"**).

WITNESSETH:

WHEREAS, the City, an incorporated city of the first class, duly organized and existing under the laws of the State of Kansas (the **"State"**), intends to issue general obligation tax increment bonds in a principal amount not to exceed $2,550,000 (the **"TIF Bonds"**) and its full faith and credit community improvements district bonds in a principal amount of not to exceed $5,590,650 (the "**CID Bonds**," which together with the TIF Bonds are referred to as the "**Bonds**") to assist River Vista, L.L.C. in development and financing of a project in the City pursuant to an Amended and Restated Development Agreement dated as of January 9, 2015 between River Vista, L.L.C. and the City (the **"Development Agreement"**); and

WHEREAS, as a condition of issuing the Bonds and as required by the Development Agreement, on the basis hereinabove summarized, the City has required the Guarantor and the Guarantor has agreed to furnish a financial guarantee for the full and prompt payment of all principal and interest payments as scheduled on the Bonds, when and as the same shall become due and in accordance with the terms and conditions of the Bonds.

NOW, THEREFORE, in consideration of the foregoing, the Guarantor does hereby covenant and agree with the City as follows:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

Section 1.1. Representations and Warranties of the Guarantor. Each Guarantor represents and warrants to the City as follows:

(a) *Financial Benefit*. The execution of this Guaranty and the assumption by each Guarantor of its obligations hereunder will result in a direct financial benefit to it.

(b) *No Litigation.* No litigation, proceedings or investigations are pending or, to the knowledge of each Guarantor, threatened against the Guarantor which would in any manner challenge or adversely affect powers of each Guarantor to enter into and carry out the transactions described in or contemplated by this Guaranty or the execution, delivery, validity or performance by each Guarantor of the terms and provisions of this Guaranty.

Section 1.2. Survival of Representations. All representations of each Guarantor contained in this Guaranty or in any certificate or other instrument delivered by each Guarantor pursuant to this Guaranty, shall survive the execution and delivery thereof.

ARTICLE II

THE GUARANTY

Section 2.1. Guaranty. Each Guarantor, jointly and severally, unconditionally guarantees to the City the following:

A. The full and prompt payment of all principal and interest payments as scheduled for the TIF Bonds and CID Bonds, when and as the same shall become due and in accordance with the terms and conditions of the Bonds; provided, however, that Guarantors' liability for such payments shall be limited with respect to the TIF Bonds to the amount by which such payments exceed the tax increment (as defined in the TIF Act) paid to Sedgwick County and distributed to the City for the Lot (as those terms are defined in the Development Agreement) and are available to utilized for payment of the TIF Bonds and CID Bonds in accordance with ***Section 4.10*** of the Development Agreement during the term of the Development Agreement.

B. The full and prompt payment of the costs and expenses of any proceedings relating to the enforcement of any provision of this Guaranty and the reasonable fees, expenses, disbursements and advances of the City, its agents and counsel; and

Section 2.2. Payments on Guaranty.

A. All payments by each Guarantor shall be paid in lawful money of the United States of America. Any default in the provisions hereof shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action rises.

B. It is understood that extensions of time of payment or modifications or renewals of any of the obligations of any Guarantor hereunder shall not in any way impair the liability of the undersigned to City and that the undersigned will keep informed as to all matters pertaining to this Guaranty without notice from City.

C. When any of the obligations guaranteed in this Guaranty shall be and remain due and unperformed or unpaid, the undersigned will, upon demand, cause the performance or payment of such obligations.

D. Before proceeding hereunder against the undersigned, resort need not be made by City to any other security for any or all of the guaranteed obligations, nor shall the City be required to exhaust any remedy against any other endorser, surety or guarantor of the obligations.

E. Notice of the making, renewing or extending time of payment of any of the guaranteed obligations, and of demand, protest, and notice of nonpayment thereof, and notice of acceptance hereof, are expressly waived. No substitution, release or death of any other party liable for the payment of any of such obligations shall affect the liability of the undersigned to City. A waiver by the City of any right or remedy on any one or more occasions shall not be construed as a bar to or a waiver of any such right or remedy on future occasions.

F. The undersigned agree that, if at any time all or any part of any payment previously applied by City on any of the guaranteed obligations must be returned by the City for any reason, whether by court order, administrative order, or settlement, the undersigned shall remain liable for the full amount

returned as if such amount had never been received by City, notwithstanding any termination of this Guaranty or the cancellation of any agreement evidencing the guaranteed obligations.

G. River Vista, L.L.C. agrees to, no more than once per twelve (12) month period, allow the designated City Representative to review, but not retain any copies of, its financial statements at a mutually agreeable time and place but only after said City Representative has entered into a binding Non-Disclosure Agreement. The terms of the Non-Disclosure Agreement shall allow an exception from its provisions for discussion with City Management and Legal staff, and for further disclosure as needed for enforcement or collection due to material default, should the anticipated review disclose information that would call for the same. If the City desires to review the financial statements of any of the other Guarantors, it shall, at its sole cost and expense, contract with Springsted Incorporated to review such financial information and provide *summary* information to the City. The City acknowledges and agrees that the Guarantors will only provide financial information to Springsted for review upon execution of a mutually agreeable Non-Disclosure Agreement.

H. Each of the undersigned has unconditionally delivered this Guaranty to City and failure to sign this or any other guaranty by any other person shall not discharge the liability of the signer of this Guaranty.

I. This Guaranty shall be governed by, and construed in accordance with, the laws of Kansas, shall inure to the benefit of City, its successors and assigns, and shall be binding upon the undersigned and the heirs, executors, administrators, successors and assigns of the undersigned.

J. Each Guarantor waives diligence, presentment, demand of payment, and filing of claims with a court in the event of receivership or bankruptcy of any Guarantor, protest or notice and all demands whatsoever.

[THE BALANCE OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Each Guarantor has executed this Guaranty as of the date first above written.

RIVER VISTA, L.L.C.,
a Kansas limited liability company

By: _____
Amy J. Liebau, President

_____
Name: George E. Laham, II

_____
Name: William J. Warren

_____
Name: David E. Wells

_____
Name: David C. Burk

ACCEPTANCE OF CITY

This Guaranty Agreement and the obligations undertaken in it by the Guarantor are hereby accepted by the City as of the date first above written.

THE CITY OF WICHITA, KANSAS

By: _____
Name: Carl Brewer
Title: Mayor

Exhibit P
Construction of Infrastructure Improvements by Private Contract

Construction of Infrastructure Improvements by Private Contract

Overview

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

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

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

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

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

Owner/Developer Responsibilities

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

Consultant Responsibilities

Engineered Plans

The Consultant Engineer needs to furnish complete plans to the City. All plans need to be certified by a professional engineer licensed in the state of Kansas. Final water plans need to be on 22"x26" Mylar for approval signatures. Final Sanitary and Drainage plans can be on media chosen by the consultant for approval signatures. Electronic .dwg and .pdf files need to be submitted along with the final plans. The Signature Block, standard detail sheets, and sample sets of plans are available in AutoCAD format on Engineering's FTP site in the Private Project Templates and Details sections at ftp://detailsar:D244$7y6@Files3.cybozlyak.net

Water Line Projects:

Plans are required for any line publicly maintained, any domestic service line over 2", and any fire protection line, from the tap to the building and/or furthest hydrant. Profile is required for the entire fire protection line, but only for the public portion of a domestic service line. Upon approval, 3 11x17 signed copies and the signed mylar plans shall be submitted to the City Engineer's Office along with .dwg and .pdf files.

Sanitary Sewer Projects:

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

Stormwater/Drainage Projects:

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

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

Paving Projects:

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

Plan Review Fee

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

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

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

Recorded Easements

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

Inspection Arrangements

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

Testing

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

Final Record Drawings

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

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

when the final record drawings are submitted, the city engineer's inspector will perform a field check of all visible items.

Project Completion

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

Contractor Responsibilities

Bonds

Bonds are filed by the Contractor on the 11th floor of the county courthouse with city of wichita bond forms.

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

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

Notification

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

Water Taps

All "wet" taps on public mains shall be completed by public works & utilities staff. No tap on the city main will be made until final plans have been approved and all bonding requirements are met. The current fee schedule is available on the city's website in the water utilities, customer service section.

Construction

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

Street Cut Permits

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

Contacts:

Central Inspection Site Plans Examiner:
Paul Hays 268-4663

Tap Fees/Approved Materials:
Bryan Smith 268-4555

Water Line Plan Review:
Tim Davidson 268-4455

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

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

Bonding Requirements/Field Inspections:
Tom Mason 268-4674

Street Cut Permits:
Linda Fursching 268-4418

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

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

www.wichita.gov
May 2011

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

CITY OF WICHITA

Construction of Infrastructure Improvements By Private Contract

Water
•
Sanitary Sewer
•
Stormwater/Drainage
•
Paving

Exhibit Q
Certification of Expenditures Form

Request No. _____ Date:_____

Pursuant to the Development Agreement (the "Agreement") for the West Bank Apartments Project Plan between the City of Wichita, Kansas and the undersigned (the "Developer"), the Developer requests a reimbursement and hereby states and certifies as follows:

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

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

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

4. These costs have been incurred and are reasonable costs that are reimbursable under the Agreement and are identified on the attached updated Project Budget by line item.

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

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

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

8. Each item listed on **Attachment I** has not previously been paid or reimbursed and no part thereof has been included in any other certificate previously filed with the City.

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

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

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

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

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

RIVER VISTA, L.L.C.

By: _____
Title: _____

Approved this ____ day of _____, 20__

CITY OF WICHITA

By: _____
City Representative

ATTACHMENT I
TO CERTIFICATION OF EXPENDITURES

REQUEST NO. _____ DATED_____

SCHEDULE OF PAYMENTS REQUESTED

Type of Improvement: (*e.g.*)[TIF Public Infrastructure Improvements][West River Bank Improvements][CID Project Improvements]

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

Exhibit R
Restricted Land Uses in the District

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

Exhibit S
Certificate of Full Completion

FORM OF CERTIFICATE OF FULL COMPLETION

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

CERTIFICATE OF FULL COMPLETION

The undersigned, River Vista, L.L.C. (the "**Developer**"), pursuant to that certain Development Agreement dated as of _____ __, 2013, between the **City of Wichita, Kansas** (the "**City**") and the Developer (the "**Agreement**"), hereby certifies to the City as follows:

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

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

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

4. This Certificate of Full Completion is accompanied by (a) the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the Project has been substantially completed in accordance with the Agreement; and (b) a copy of the Certificate(s) of Occupancy issued by the City Building Official with respect to each building to be constructed within the Project.

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

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

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

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

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

DEVELOPER:

RIVER VISTA, L.L.C.,
a Kansas limited liability company

By: _____
Amy J. Liebau, President

ACCEPTED:

CITY OF WICHITA, KANSAS

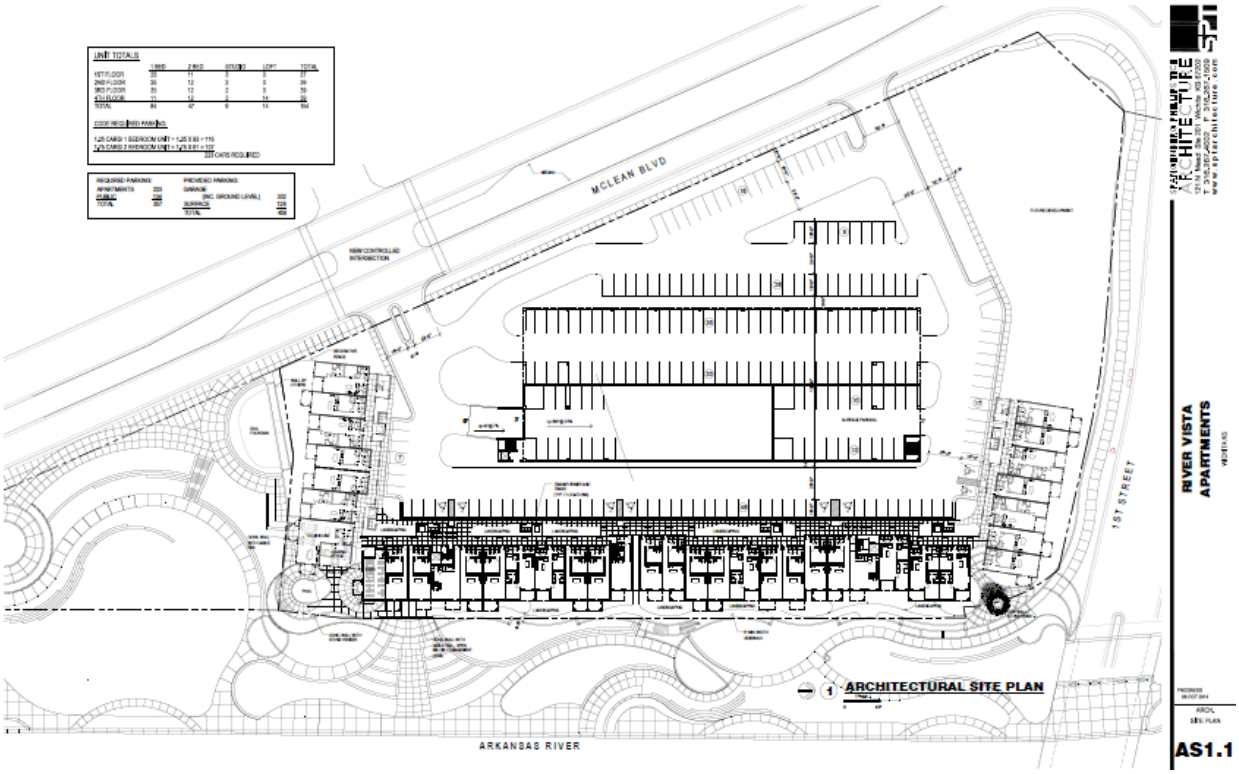
By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

Exhibit T
Site Plan and Preliminary Design Concept



RIVER VISTA – EXTERIOR DESIGN

VIEW FROM THE EAST

Exhibit U
Legal Descriptions for Project Site

Phase I Lot

Lot 1, Block 1, River Vista Village, an addition to Wichita, Sedgwick County, Kansas.

Said tract CONTAINS: 190,667 square feet or 4.377 acres of land, more or less.

Phase II Lot

Lot 2, Block 1, River Vista Village, an addition to Wichita, Sedgwick County, Kansas.

Said tract CONTAINS: 31,222 square feet or 0.717 acre of land, more or less.

Delano Park

Lot 3, Block 1, River Vista Village, an addition to Wichita, Sedgwick County, Kansas.

Said tract CONTAINS: 62,514 square feet or 1.435 acres of land, more or less.

West River Bank

An unplatted tract of land lying in the Southwest Quarter of Section 20, Township 27 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, said unplatted tract being more particularly described as follows:

BEGINNING at the southeast corner of Lot 1, Block 1, River Vista Village, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1, on a platted bearing of N06°44'34"W, 50.00 feet; thence along the easterly lines of said Lot 1 for the next three courses, N13°38'05"W,501.06 feet; thence S66°21'55"W, 8.77 feet to a point on a non-tangent curve to the left; said non-tangent curve having a radius of 119.86 feet, a central angle of 39°58'20", a chord bearing of N35°18'53"W, and a chord distance of 81.93 feet, thence along the said non-tangent curve to the left 83.62 feet to the northeasterly corner of said Lot 1; thence along the northerly lines of said Lot 1 for the next four courses, S89°06'11"W, 109.02 feet to a point on a curve to the left; said curve having a radius of 628.08 feet, a central angle of 8°45'22", a chord bearing of S84°43'30"W, and a chord distance of 95.89 feet, thence along the said curve to the left 95.99 feet; thence S81°20'49"W, 166.96 feet; thence S28°50'21"W, 93.67 feet to the northwesterly corner of said Lot 1; thence S53°02'20"W, 17.00 feet to a point on a non-tangent curve to the right; said non-tangent curve having a radius of 76.52 feet, a central angle of 115°22'09", a chord bearing of N22°27'00"E, and a chord distance of 129.34 feet, thence along the said non-tangent curve to the right 154.09 feet; thence N81°20'43"E, 221.85 feet; thence N89°06'11"E, 192.25 feet; thence S72°10'02"E, 25.17 feet; thence N89°06'11"E, 91.45 feet; thence S13°38'05"W, 622.70 feet; thence S81°51'23"W, 116.60 feet to the said southeast corner of Lot 1, said point also being the POINT OF BEGINNING.

Said tract CONTAINS: 87,202 square feet or 2.002 acres of land, more or less.

Exhibit V
Depiction of Easement Area

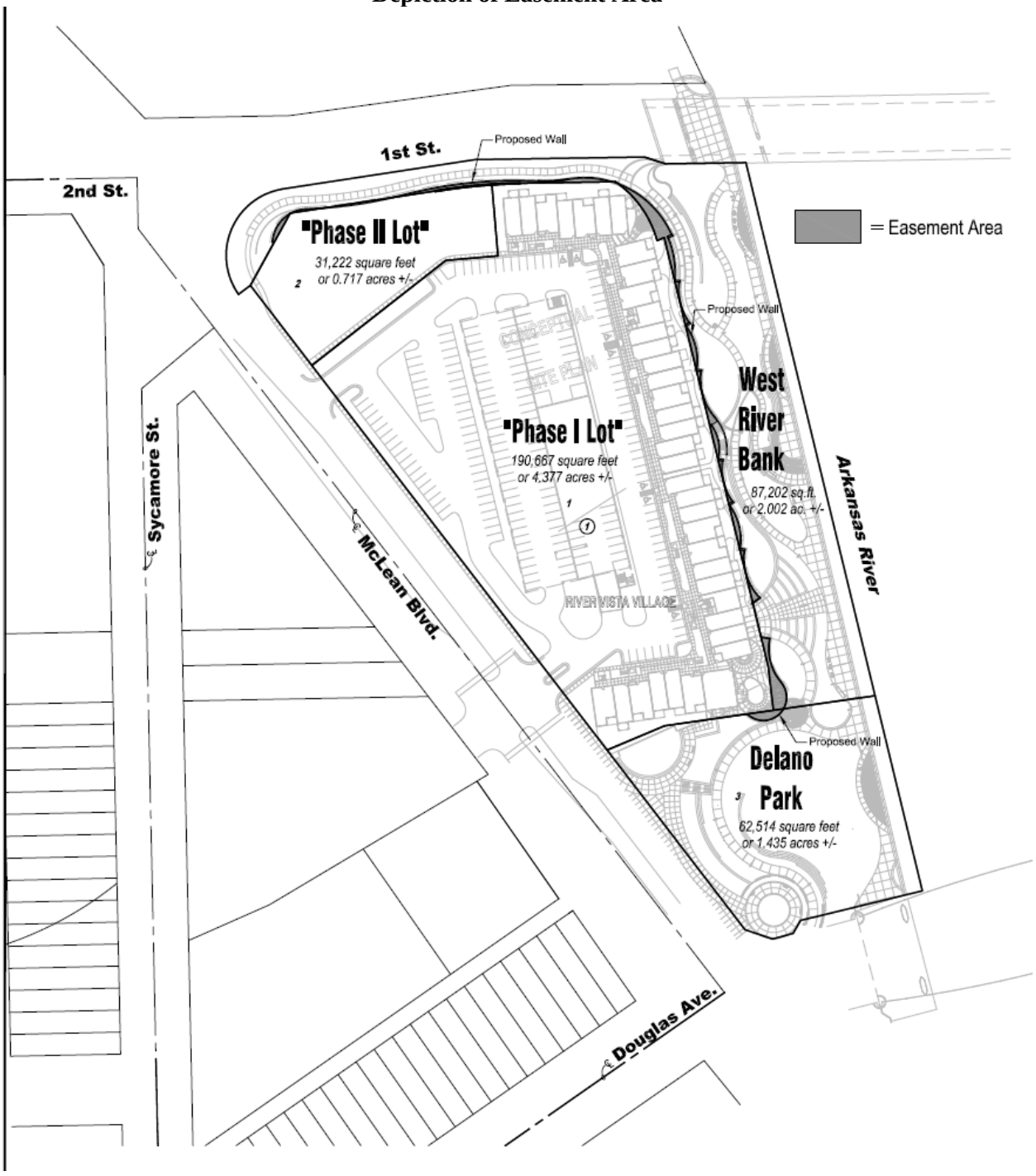


Exhibit W
Form of Building Setback Agreement

Exhibit X
IRB Standard Letter of Intent Requirements

City Of Wichita Web Document

Standard Letter of Intent Conditions

Print This Document

1. Negotiation of a lease Agreement and preparation of an appropriate Bond Ordinance, which will ordinarily contain a provision pledging the financed property and net earnings therefrom as security for payment of the bonds, pursuant to K.S.A. 12-1744.
2. Execution of guarantees for the payment of the bonds (which, for the tenant, may be in the form of an unconditional guaranty incorporated in the Lease).
3. Agreement to pay all costs incurred by the City for processing the application and issuance of the bonds.
4. Agreement to enter into the City's Administrative Service Fee Agreement providing for annual payments of $2,500 each year for the time period in which the bonds are outstanding.
5. Agreement that, prior to the issuance of the bonds, the applicant will have an approved Equal Employment Opportunity/Affirmative Action Plan on File with the City.
6. Agreement to include in the Lease provisions requiring the applicant to comply with the ordinances of the City, as then exist or as may thereafter be adopted, pertaining to civil rights and equal employment opportunity, as required by Section 2.12.950 of the Code of the City of Wichita.
7. If the project involves new construction, substantial renovation or landscaping, an agreement to provide the City with documented evidence that the applicant used procedures, prior to the issuance of the bonds, that do not exclude qualified Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) from serving as contractors, subcontractors, engineers, architects, suppliers and vendors on the bond-financed project.
8. If the project involves substantial new construction, or renovation or landscaping materially impacting water usage, an agreement that, prior to the issuance of the bonds, the applicant will have obtained approval from City staff of a proposed water conservation plan.
9. If the project involves new construction, substantial renovation or landscaping, an agreement to submit building and site plans to the Design Council for review, and to modify the proposed design as necessary to comply with reasonable Design Council recommendations or conditions.
10. An agreement to make any payment in lieu of tax required as a condition of the letter of intent, or which may be required as a contingent payment in the Lease in the event that certain conditions (including failure to comply with other conditions of the letter of intent) occur during the time period in which the bonds are outstanding.
11. Where the project involves the acquisition of any interest in real property, an agreement to provide the City, at the time the proposed Lease agreement is submitted, an Environmental Site Assessment ("ESA"), performed by an independent consultant recognized as an expert in the area, that documents the environmental condition of the property; bonds generally will not be issued if the ESA discloses environmental conditions that might lead to monetary liability for owners or operators of the property
12. An agreement, to be incorporated in the Lease agreement, that the applicant will use and operate the project in accordance with all applicable environmental laws and regulations, and will indemnify and hold the City harmless from any and all liabilities (other than liabilities resulting from environmental contamination primarily caused by the City's own agents or employees) arising under any environmental law or regulation.
13. An agreement to furnish copies of any annual financial audits to the City.
14. An agreement to cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the applicant and any inspections of the applicant's premises or interviews with the applicant's staff.

15. A commitment to achieve and maintain its proposed employment goals, and to meet its Equal Employment Opportunity/Affirmative Action goals, during the term of the bond issue, subject to a revocation of any tax abatement or imposition of payments in lieu of taxes in the event the City Council finds that the tenant did not make a good faith effort to achieve such goals.

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

17. An agreement that, prior to issuance of the bonds, the applicant will provide proof that all ad valorem property taxes on the project property due and owing up to the proposed date of issuance have been paid.

18. If the project is a proposed office headquarters facility, an agreement that the applicant will maintain its headquarters in the City so long as any of the bonds are outstanding and for the term of any approved tax abatement.

19. Arrangement (such as a Bond Purchase Agreement or Bond Placement Agreement) for the sale/placement of the bonds, which shall contain suitable indemnification agreements from the prospective tenant and underwriter(s) indemnifying and holding the City harmless from liabilities arising from disclosure or registration provisions of state or federal securities laws.

20. If the bonds are to be sold by public sale, an agreement that the applicant will not, while any of the bonds are outstanding, have a commercial banking relationship with the trustee of the bond issue; or, if the bonds are to be privately placed, an agreement that the applicant will not have such a relationship with the trustee of the bond issue unless the purchasers in the placement of the bonds shall first acknowledge in writing the existence of the relationship and waive any conflict that might exist as a result of such relationship.

21. If the proposed bond issue is requested for the purpose of advance-refunding outstanding IRBs previously issued by the City of Wichita upon which interest paid to bondholders is properly exempt from federal income taxation, an opinion of bond counsel or special tax counsel, prior to the issuance of the refunding bonds, that the proposed refunding will have no adverse impact upon the tax treatment of the interest paid to holders of the refunded bonds.

22. An agreement that prior to the issuance of the bonds, the prospective tenant will obtain a suitable commitment for a policy of title insurance insuring the title of any real property conveyed to the City in connection with the financing.

23. An opinion of counsel participating in the preparation of the preliminary official statement and the official statement (which may be bond counsel, tenant's counsel, or the underwriter's counsel), to the effect that such counsel, after reasonable investigation, is of the opinion that the disclosures therein do not contain any untrue statements of material fact, and do not omit material facts necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

City of Wichita

East Bank Redevelopment District

West Bank Apartments

Amended and Restated Project Plan

December 16, 2014

Prepared by City of Wichita
Office of Urban Development

I N D E X

1. Comprehensive Financial Feasibility Study

2. Redevelopment District Plan

3. Map and Legal Description of Property to be Redeveloped

4. Relocation Assistance Plan

5. Description of Proposed Redevelopment Project

6. Development Agreement

7. City Council Ordinances and Resolutions

8. Metropolitan Area Planning Commission Resolution

Comprehensive Financial Feasibility Study

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Comprehensive Financing Feasibility Study for the

West Bank Apartments Project

within the

East Bank Redevelopment District

City of Wichita, Kansas

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OVERVIEW…..……	1-2
GENERAL DESCRIPTION OF TAX INCREMENT ……	3
PROJECT DESCRIPTION …….	3
PROJECTED REVENUE (BENEFITS) …….	4-5
PROJECTED EXPENDITURES (COSTS) ……	5
CONCLUSIONS …….	5

Map of the Redevelopment District and Project Area……EXHIBIT I
Assumptions Report ……...EXHIBIT II
Projected Tax Increment Report ……EXHIBIT III
Projected Bond Cash Flow Report …….EXHIBIT IV

Overview

Sections 12-1770 through 12-1780g of the Kansas Statutes ("the Act") provide a means for cities to finance all or a portion of public infrastructure and redevelopment costs with incremental real estate and sales taxes. The purpose of the Act is to "promote, stimulate and develop the general and economic welfare of the State of Kansas and its communities, and to assist in the development and redevelopment of blighted areas and deteriorating areas which are not yet blighted, but may be so in the future, located within cities…".

A city may exercise the powers conferred under the Act provided that the governing body of the city has adopted a resolution finding that the specific area sought to be developed or redeveloped is a blighted area, a conservation area or was designated an enterprise zone prior to July 1, 1992. In addition, the city must find that the conservation, development or redevelopment of such an area is necessary to promote the general and economic welfare of the city.

One or more redevelopment projects may be undertaken within a Redevelopment District created pursuant to the Act ("District"). Kansas Statutes require projects to be completed within 20 years from transmittal of the redevelopment project plan pursuant to K.S.A. 12-1776, with the exception of environmental investigation and remediation projects which must be completed within 20 years from the date the City enters into a consent decree with the Kansas Department of Health and Environment or the U.S. Environmental Protection Agency, unless the County and School District have expressly consented to a 10-year extension of the term.

For each redevelopment project undertaken within the District, a redevelopment project plan ("the Project Plan") must be prepared in consultation with the City Planning Commission. The Project Plan must include the following:

1. A summary or copy of the Comprehensive Financial Feasibility Study.

2. A reference to the statutorily required district plan for the District.

3. A description and map of the area to be redeveloped ("the Project").

4. The Relocation Assistance Plan (if applicable).

5. A detailed description of all buildings and facilities proposed to be constructed or improved.

6. Any other information the City deems necessary to advise the general public of the intent of the Project Plan.

The Comprehensive Financial Feasibility Study (this document) must show that the benefits derived from the specified redevelopment project will exceed the costs, and that the income therefrom will be sufficient to pay for the applicable project costs. Benefits are determined to be the aggregate revenues of the redevelopment project including increment income, assessment income, interest income, private party contributions and any other available funding sources. Costs are determined to be the total of eligible project expenditures as defined by K.S.A. 12-1770a, including the payment of principal and interest of debt used to finance the redevelopment project.

Pursuant to all the provisions of the Act, The City of Wichita has, by Ordinance No. 42-966 dated December 12, 1995, found a portion of the City was a blighted area and that redevelopment of the area is necessary to promote the general and economic welfare of the City. With the adoption of Ordinance No. 42-966, the City established and designated such area as the East Bank Redevelopment District ("the District"). On November 23, 2004, by adoption of Ordinance No. 46-407, the City expanded the boundaries of the District to include the east bank and west bank areas along the Arkansas River north of Douglas Avenue to the area of the Mid-America All Indian Center.

On October 22, 2013, the City Council adopted a Project Plan for the West Bank Apartments Project ("the Project") within the expanded East Bank Redevelopment District. The proposed amended West Bank Apartments Project is a 154-unit luxury apartment complex with boat and bike rental facility and storage for rowing shells, a parking structure and a potential future 20,000 square foot commercial development in an area located west of the Arkansas River, south of 2nd Street North and north of Douglas Avenue.

The City will provide public funding, including but not limited to, tax increment financing, special assessment financing and STAR bond financing to finance the costs of site preparation, parking facilities, public infrastructure and riverbank improvements.

General Description of Tax Increment

Property tax increment financing involves the creation of an increment (increase over a base value) in the real estate taxes that are generated from a defined geographic area of a community. Upon establishment of a redevelopment district, the total assessed value of all taxable real estate within the district for that year is determined. This valuation is referred to as the district's "Original Assessed Value." Property taxes attributable to the district's Original Assessed Value are annually collected and distributed by the county treasurer to the appropriate city, county, school district and all other applicable taxing jurisdictions in the same manner as other property taxes.

As new development occurs within the redevelopment district, the total assessed value of the district, in any given year, will normally exceed its Original Assessed Value. Property taxes generated by applying the sum of the property tax rates of all applicable taxing jurisdictions to the incremental increase in assessed value (over and above the Original Assessed Valuation) is referred to as the "property tax increment". All property tax increment is collected by the County and distributed to the City to be deposited in a special tax increment fund.

Sales tax increment financing involves the creation of an increment (increase over a base value) in the local sales taxes that are generated from a defined geographic area of a community. Upon establishment of a redevelopment district, a base value of local sales tax collections within the district is determined. As new commercial development occurs within the redevelopment district, sales tax collections are expected to increase above the base value. Pursuant to city law governing the use of local sales tax revenue, the City does not intend to collect incremental sales tax revenues as "sales tax increment".

Tax increment funds may only be used to pay for certain statutorily-defined eligible project costs, including principal and interest on debt issued, in whole or in part, to finance eligible project costs within the redevelopment district. Such debt includes notes, special obligation bonds, full faith and credit tax increment bonds, and other debt instruments. The City intends to issue its full faith and credit tax increment bonds to finance a portion of the West Bank Apartments Project costs that are eligible for tax increment financing, including site preparation, infrastructure improvements, and parking structure. Eligible project costs will also be financed by City general obligation bonds.

Project Description
The West Bank Apartments Project consists of a mixed use development of the former West Bank stage property along the west side of the Arkansas River between Douglas Avenue and 2nd Street. The project includes a 154-unit luxury apartment complex with boat and bike rental facility and storage for rowing shells and a parking structure. A future phase of commercial space is possible within the project area is possible. Improvements to be financed by tax increment financing include street and parking improvements as well as site preparation, landscaping and relocation of utilities on the site. Tax increment funds may also be used to pay for riverbank improvements financed through general obligation bonds and to reimburse additional eligible project costs financed through special assessments when additional tax increment revenues are available.

Projected Revenues (Benefits)
Captured Assessed Value
It is the City's intention to use the property tax increment generated by the District to pay the debt service on general obligation bonds issued by the City to finance a portion of its contribution to the Project and if available, to reimburse eligible special assessments. The tax increment is based on the District's increase in assessed value over its Original Assessed Value. This increase in value is expected to be recorded beginning in January of 2016 through January of 2018 (project completion in 2017) and is referred to as the Captured Assessed Value.

The Total Assessed Value for the Project Area as of January 1, 2018 is estimated to be $1,814,810. The Original Assessed Value of the Project Area, as assessed in January 2013 for taxes payable in 2013-2014, is $0, according to data provided by the City of Wichita Geographic Information Service. Therefore, the Captured Assessed Value of the Project Area as of January 1, 2018 is $1,814,810.

For the purpose of this analysis, it is assumed that the Total Assessed Value of the District will increase during the life of the project period at the annual inflation rate of 2%.

Property Tax Rates
In order to determine the amount of tax increment generated by the District in any given year, the Captured Assessed Value of the District must be multiplied by the sum of the tax rates for all *applicable* taxing jurisdictions for that year. For taxes levied in 2013 and payable in 2014, the applicable rate is 134.101 mills as shown below. The State of Kansas rate of 1.5 mills is not applicable to TIF and has been omitted from the following total:

Jurisdiction	Mill Rate (2013)
City of Wichita	32.509
Sedgwick County	29.377
USD No. 259	57.215
Additional State Levy-pre 1985	15.000
TIF-Applicable Mill Rate	134.101

Projected Property Tax Increment and Other Project Revenue

The projected property tax increment generated by the District is shown in column 8 of Exhibit III. Such projections are based on captured assessed values derived from captured assessed valuations and tax rates as previously discussed. It is assumed that Project construction will begin in 2015 and be completed before the end of 2017, and therefore achieve full valuation by January 1, 2018. It is estimated that in 2018 the property tax increment will be $243,368. Development of the River Vista Apartments includes construction of river bank improvements estimated to cost approximately $7,862,999.05. It is anticipated that the river bank improvements will be paid for with $4,750,000 in STAR Bonds, $1,050,000 in City GO bonds and up to $2,062,999.05 in special assessments paid by the Developer. The City anticipates that TIF revenue above and beyond the costs to bond the TIF project will be used to reimburse GO financed STAR Bond improvements and then additional TIF eligible improvements.

All tax increment shall be allocated and paid by the Sedgwick County Treasurer to the City Treasurer in the same manner and at the same time as normal property taxes. All such incremental taxes must be deposited in a special fund of the City for the payment of eligible redevelopment costs.

Projected Expenditures (Costs)

A projected budget for the eligible project costs in the Project Area is listed below.

Project Cost	TIF Bonds	GO Bonds	STAR	SA	CID	TOTAL
Parking garage	$2,500,000				$1,670,000	$4,170,000
Sitework, utilities, professional services and other costs					$2,453,897	$2,453,897
Riverbank Improvements		$1,050,000	$4,750,000	$2,062,999		$7,862,999
Financing and Other costs	$ 50,000	$ -	$ -	$ -		$ 50,000
Total:	$2,550,000	$1,050,000	$4,750,000	$2,062,999	$4,123,897	$14,536,896

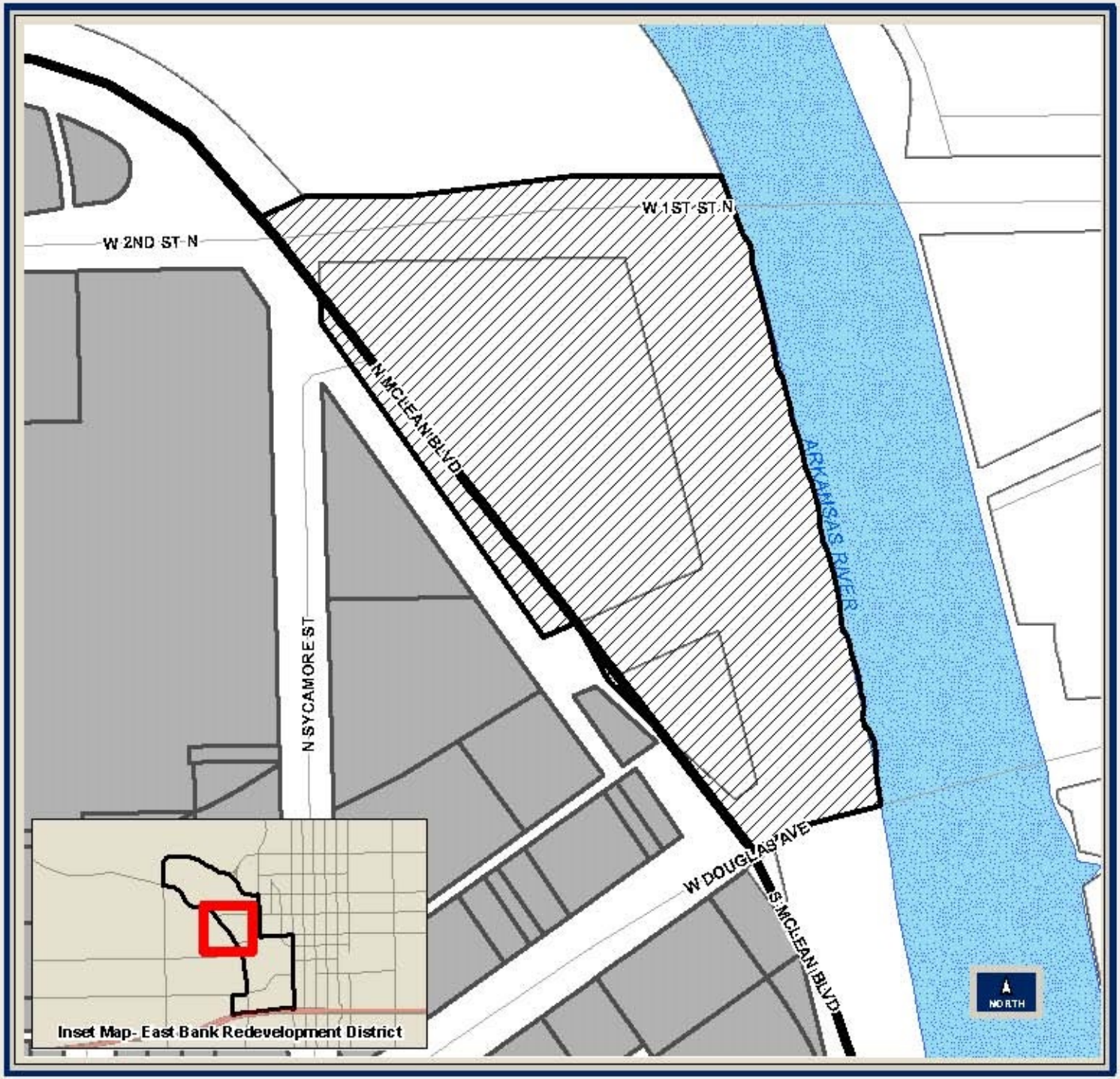
It is anticipated that $2,550,000 of eligible project costs will be financed with general obligation (full faith and credit) tax increment financing bonds issued by the City. Incremental tax revenue available after the payment of such bonds will be used first to reimburse the debt service on City general obligation bonds issued to finance a portion of the cost of the riverbank improvements. Any incremental tax revenue available thereafter will be used to reimburse special assessment taxes paid to finance other TIF-eligible project costs. Exhibit IV illustrates a $2,550,000 taxable general obligation tax increment bond issue sold in 2018.

Conclusions

Kansas Statutes require that the Comprehensive Financial Feasibility Study must demonstrate that the benefits derived from the Project will exceed the costs, and that the income therefrom will be sufficient to pay for all eligible project costs. As previously discussed, Exhibit III illustrates the projections of tax increment through the year 2033. Projected net tax increment revenue is available to pay debt service on outstanding general obligation bonds issued to finance eligible project costs.

Exhibit IV (Projected Bond Cash Flow Report) illustrates that projected tax increment from the District will be sufficient to pay for all eligible project costs including the projected debt service on general obligation bonds issued to finance such costs. As such, this report demonstrates that the revenues (benefits) of the District and Project Area exceed the expenditures (costs).

EXHIBIT "I"



Proposed West Bank Apartments Project Area Map

City of Wichita, Kansas

- East Bank Redevelopment District
- Proposed West Bank Apartments Project Area
- Property Parcels inside Redevelopment District
- Property Parcels outside Redevelopment District

Software: ArcGIS 9.3.1
Hardware: Dell Xeon
Printer: HP 5000 Plotter

Map Data Source:
Property Parcels
provided by
Sedgwick County GIS.

Road Centerlines
provided by
City of Wichita

Monday, February 4, 2013 3:56:15 PM
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It is a reasonable thing while the City of Wichita Data Center Geographical Information Systems Department has no indication and reason to believe that these maps are inaccurate in information incorporated in the base map, the Data Center GIS per

Assumptions Report

City of Wichita, Kansas
East Bank Redevelopment District
West Bank Apartments Project

Description of Project Area	See Map (Exhibit A)
Original Appraised Value (1/1/14)	$678,200
Original Assessed Value (1/1/14)	0
2018 Appraised Value (1/1/18)	$15,411,175
2018 Assessed Value (1/1/18)	$ 1,814,810

2013 Mill Rates (2014 Pay)	Total	TIF Applicable
City of Wichita	32.509	32.509
Sedgwick County	29.377	29.377
USD No. 259	57.215	57.215
State of Kansas	1.500	NA
Additional State Levy-pre 1985	15.000	15.000
Total	135.601	134.101

Property Value Inflation Rate	2%

Projected Tax Increment Report

City of Wichita, Kansas
East Bank Redevelopment District
West Bank Apartments Project

Levy & Appraised Year (1)	Year Taxes Distributed (2)	Total Assessed Value (3)	Original Assessed Value (4)	Captured Assessed Value (6)	Mill Rate (7)	Tax Increment Collected (a) (8)
2014	2015	$ -	-	-	134.101	-
2015	2016	$ -	-	-	134.101	-
2016	2017	$ 181,481	-	181,481	134.101	24,337
2017	2018	$ 544,443	-	544,443	134.101	73,010
2018	2019	$ 1,814,810	-	1,814,810	134.101	243,368
2019	2020	$ 1,851,106	-	1,851,106	134.101	248,235
2020	2021	$ 1,888,128	-	1,888,128	134.101	253,200
2021	2022	$ 1,925,891	-	1,925,891	134.101	258,264
2022	2023	$ 1,964,409	-	1,964,409	134.101	263,429
2023	2024	$ 2,003,697	-	2,003,697	134.101	268,698
2024	2025	$ 2,043,771	-	2,043,771	134.101	274,072
2025	2026	$ 2,084,646	-	2,084,646	134.101	279,553
2026	2027	$ 2,126,339	-	2,126,339	134.101	285,144
2027	2028	$ 2,168,866	-	2,168,866	134.101	290,847
2028	2029	$ 2,212,243	-	2,212,243	134.101	296,664
2029	2030	$ 2,256,488	-	2,256,488	134.101	302,597
2030	2031	$ 2,301,618	-	2,301,618	134.101	308,649
2031	2032	$ 2,347,650	-	2,347,650	134.101	314,822
2032	2033	$ 2,394,603	-	2,394,603	134.101	321,119

EXHIBIT III

Projected Bond Cash Flow Report

City of Wichita, Kansas
East Bank Redevelopment District
West Bank Apartments Project

Annual Period Ending (1)	Principal (2)	G.O. Interest Rate (3)	Interest (4)	P&I (5)	Net Tax Increment (7)	Annual Balance (8)	Cumulative Balance (9)
9/1/2015		3.17%	-	-	-	-	-
9/1/2016	-	3.17%	-	-	-	-	-
9/1/2017	-	3.17%	-	-	24,337	24,337	24,337
9/1/2018	30,000	3.17%	40,418	70,418	73,010	2,593	26,930
9/1/2019	95,000	3.17%	79,884	174,884	243,368	68,484	95,413
9/1/2020	105,000	3.17%	76,873	181,873	248,235	66,363	161,776
9/1/2021	110,000	3.17%	73,544	183,544	253,200	69,656	231,432
9/1/2022	120,000	3.17%	70,057	190,057	258,264	68,207	299,639
9/1/2023	130,000	3.17%	66,253	196,253	263,429	67,176	366,815
9/1/2024	140,000	3.17%	62,132	202,132	268,698	66,566	433,381
9/1/2025	150,000	3.17%	57,694	207,694	274,072	66,378	499,759
9/1/2026	165,000	3.17%	52,939	217,939	279,553	61,614	561,373
9/1/2027	175,000	3.17%	47,709	222,709	285,144	62,436	623,809
9/1/2028	190,000	3.17%	42,161	232,161	290,847	58,686	682,495
9/1/2029	200,000	3.17%	36,138	236,138	296,664	60,526	743,021
9/1/2030	220,000	3.17%	29,798	249,798	302,597	52,799	795,820
9/1/2031	230,000	3.17%	22,824	252,824	308,649	55,825	851,645
9/1/2032	240,000	3.17%	15,533	255,533	314,822	59,289	910,935
9/1/2033	250,000	3.17%	7,925	257,925	321,119	63,194	974,128
	2,550,000		781,881	3,331,881	4,306,009	974,128	

District Plan

EXHIBIT B

REVISED DISTRICT PLAN FOR THE REDEVELOPMENT OF THE EAST BANK REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING

SECTION 1: PURPOSE

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

SECTION 2: DESCRIPTION OF TAX INCREMENT INCOME

Projects financed through tax increment financing typically involve the creation of an "increment" in real estate property tax income. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes are paid to the City to fund projects in the redevelopment district, and the remaining portion is paid to all taxing jurisdictions. The portion of property taxes paid to the City in this way is determined increase in the assessed value of the properties within the redevelopment district as a result of the new development occurring within the area. When the aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value from new development, increment income is generated. Public improvements within the district may be funded by the City and repaid over a specified period of time with this increment income. The property taxes attributable to the assessed value existing prior to redevelopment, the "original valuation," are distributed to all taxing jurisdictions just as they were prior to redevelopment. This condition continues until all eligible project costs are funded, or for the 20-year duration of the established district, as defined by statute, whichever is shorter.

SECTION 3: BUILDINGS AND FACILITIES

The proposed redevelopment district is within the city limits of Wichita, Kansas. The district is generally bounded on the north by Central Avenue and Greenway Boulevard, on the east by Waco Avenue and Main Street, on the south by Kellogg Street and on the west by McLean Boulevard.

This area included in the proposed district has been the object of significant public redevelopment efforts for over forty years. The Century II Civic Center was undertaken as a major urban renewal project in the 1960s, as was the construction of the main branch of the Wichita Public Library. In the 1970s, the old City Library was redeveloped as a science museum, old City Hall was reopened as the Wichita/Sedgwick County Historic Museum and Century II was expanded by the addition of Expo Hall. During the 1980s, the City concentrated on acquisition of property along the east bank of the Arkansas River in order to clear the land for future public redevelopment projects, including the construction of a convention hotel. In the 1990s, the City continued to acquire land on the east bank, and together with Sedgwick County, redeveloped the West Bank of the Arkansas River into the Exploration Place science museum.

The condition of the buildings in the district that predate the recent redevelopment efforts is typical of that of a seventy year old central business district. Many aging commercial and office buildings stood vacant due to the migration of commercial businesses to the suburbs during the 1970s and 1980s. However many of the buildings in the proposed redevelopment district have been demolished during this period. The proposed redevelopment plan is intended provide the catalyst that will help complete the downtown revitalization process that started over thirty years ago.

SECTION 4: REDEVELOPMENT

Redevelopment plans center around the construction of a 300-room full-service convention hotel adjacent to the Century II Expo Hall, the River Corridor improvements and the WaterWalk mixed-use comercial development. The Hyatt Regency Hotel was developed in 1996, and serves as the "headquarters" hotel for large conventions at Century II. In addition to the hotel, the City built and operates a 12,000 square foot conference center and a 500-car parking garage adjoining both the hotel and Century II. Both the Douglas Avenue Bridge and the Lewis Street Bridge have been substantially reconstructed, based on designs selected through a nationwide design competition, and a pedestrian promenade along the east bank of the Arkansas River, has been constructed from Kellogg to Douglas. In addition, Waterman, Wichita and Lewis Streets on the east bank, and McLean Boulevard on the west bank have been improved and upgraded with appropriate streetscape designs.

Current plans for the next phases of redevelopment in the area include the public-private development of a major commercial, entertainment and tourism area in the immediate vicinity of the Arkansas River between the Kellogg and Seneca bridges, which will include restaurants, shops, offices and apartments. The WaterWalk Project will include as public amenities a meandering waterway feature, a small outdoor amphitheater, plazas, fountains, walkways, a pedestrian bridge across the Arkansas River and ample public parking facilities. The River Corridor Project will include riverbank promenades, water features, a large outdoor amphitheater and renovation of the Keeper of the Plains complex at the confluence of the Arkansas River and the Little Arkansas River. The goal is to create a major tourism attraction that will bring people from throughout the State of Kansas and the United States.

SECTION 5: SUMMARY

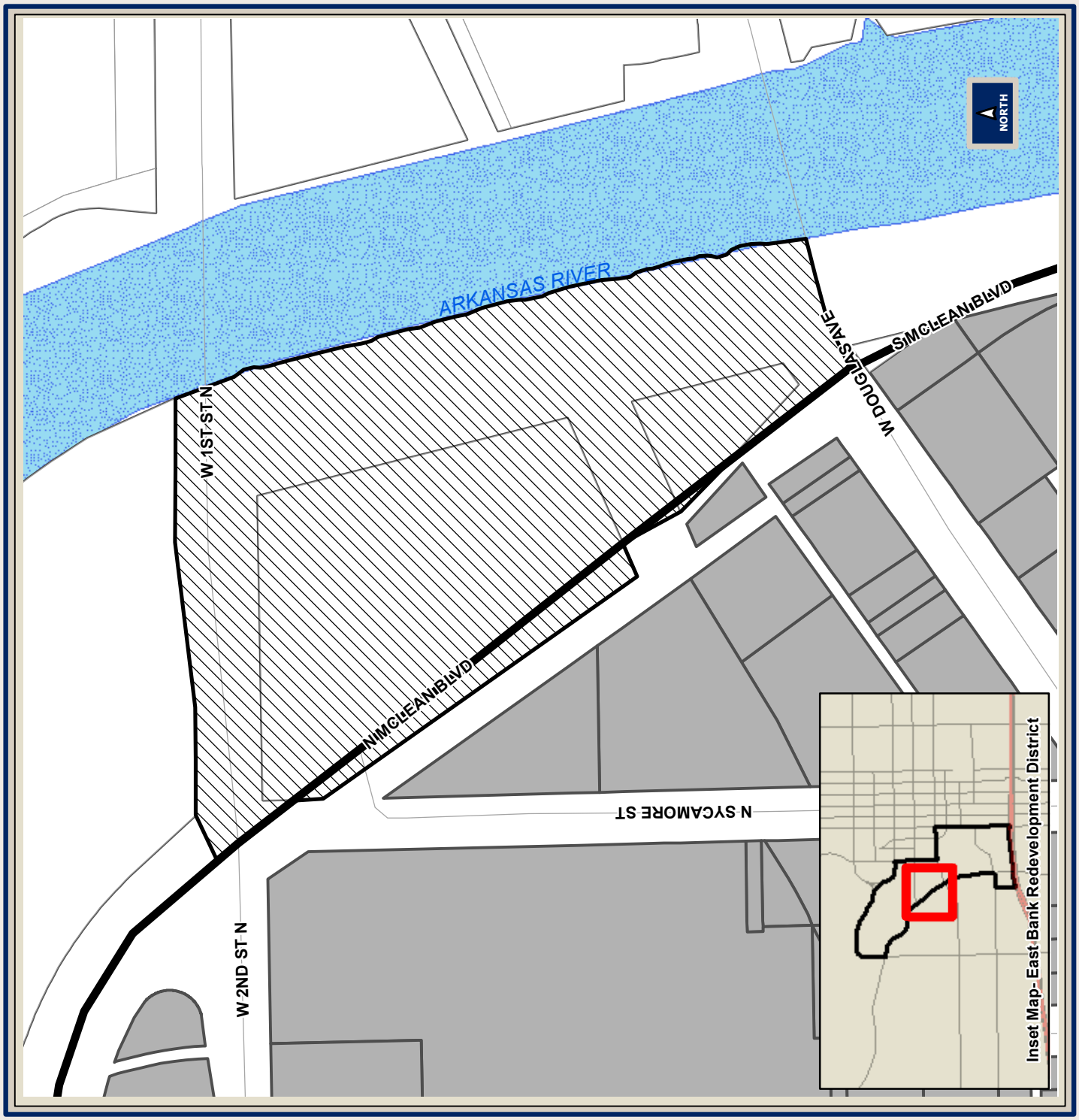
Per statute, the above-mentioned redevelopment projects will be presented to the Governing Body in segments through the adoption of separate Redevelopment Plans. Each Plan will identify specific project areas located within the established redevelopment district and will include detailed descriptions of the projects as well as a financial feasibility study that shows the economic benefits out-weigh the costs. Project Plans must be reviewed by the Metropolitan Planning Commission and submitted to a public hearing following proper notification of property owners and occupants, before they can be adopted by a two-thirds majority vote of the Governing Body. Only then can tax increment income be spent on redevelopment projects. ***A map generally describing the various project areas is attached hereto as Schedule 1.***

Schedule 1

East Bank Redevelopment District
City of Wichita, Kansas
East Bank Redevelopment District
Property Parcels inside Redevelopment District
Property Parcels outside Redevelopment District
Project Area
1 Hyatt Hotel
2 Water Walk and River District STAR Project Area
3 West Bank Apartments
4 First and Waco
5 Century II
6 Central Branch Library
7 Douglas and Main
8 Greenway Phase
9 Historic Kansas Gas & Electric
10 Mid American All Indian Center
S MCLEAN BLVD
S WACO CIR
N MAIN ST
N WATER ST
N WICHITA ST
N WACO AVE
N RIVERVIEW ST
N GREENWAY BLVD
N SYCAMORE ST
N OSAGE ST
N HANDLEY ST
N SENECA ST
N DODGE AVE
N EXPOSITION AVE
W MUSEUM BLVD
N MCLEAN BLVD
W 3RD ST N
W 2ND ST N
W 1ST ST N
W KIOWA ST
W PEARL ST
W TEXAS AVE
N WALNUT ST
W DREW AVE
W DOUGLAS AVE
W WATERMAN ST
W KELLOGG ST
W ORME ST
W WATERWALK
COMMONS ST
W DEWEY ST
S WICHITA ST
S LACLEDE AVE
S MARKET ST
E DEWEY ST
E WATERMAN ST
E ENGLISH ST
E WILLIAM ST
E DOUGLAS AVE
E 1ST ST N
E 2ND ST N
E 3RD ST N
E CENTRAL AVE
N BROADWAY AVE
S BROADWAY AVE
N MARKET ST
S CENTURY II DR
N CIVIC CENTER PL
W CENTRAL AVE
N WICHITA ST
W CENTRAL AVE
W 3RD ST N
W 2ND ST N
W 1ST ST N
W KELLOGG RAMP
W KELLOGG ST
W DOUGLAS AVE
N OAK ST
N OSAGE CIR
N WALNUT CIR
N NIMS AVE
LITTLE ARKANSAS RIVER
ARKANSAS RIVER
NORTH

Map and Legal Description of Property to be Redeveloped

EXHIBIT "A"



Proposed West Bank Apartments Project Area Map

City of Wichita, Kansas

East Bank Redevelopment District

Proposed West Bank Apartments Project Area

Property Parcels inside Redevelopment District

Property Parcels outside Redevelopment District

Software: ArcGIS 9.3.1
Hardware: Dell Xeon
Printer: HP 5000 Plotter

Map Data Source:
Property Parcels provided by Sedgwick County GIS.

Road Centerlines provided by City of Wichita

Monday, February 4, 2013 3:58:15 PM
X:\gislwork\Projwork\EconDev\47th_I135\redevdist.mxd

It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS per

Legal Description of the West Bank Apartments Redevelopment Project Area

All property located in Wichita, Sedgwick County, Kansas within the boundaries beginning at the intersection of the centerline of Douglas Avenue and the west right of way line of McLean Boulevard; thence north to the north right of way line of Second Street North; thence east to the west bank of the Arkansas River; thence south to the centerline of Douglas Avenue; thence west to the point of beginning; and including all street rights of way within such described area

Relocation Assistance Plan

RELOCATION ASSISTANCE PLAN

(K.S.A. 12-1777)

Assistance for the relocation of persons, families or businesses from property acquired in conjunction with the West Bank Apartments Project is not required. No persons or families will be displaced as a result of the Project and no tenants will be relocated other than within the Project boundaries.

Description of West Bank Apartments Project

East Bank Redevelopment District

DESCRIPTION OF PROPOSED
WEST BANK APARTMENTS PROJECT

The West Bank Apartments Project consists of a mixed use development of the former West Bank stage property along the west side of the Arkansas River between Douglas Avenue and 2nd Street referred to as the "Project Area" (see attached district map). The property is currently owned by the City of Wichita and is located within the East Bank Redevelopment District.

West Bank Apartments

River Vista LLC will construct a 154-unit luxury apartment complex overlooking the west bank of the Arkansas River. Design of the apartments will incorporate views of the Arkansas River, Downtown and other river amenities. The development will include pedestrian walkway access to the River, bike paths and Delano Park. The apartment building will also include a boat and bike rental facility with access to the River and storage for rowing shells. Parking for tenants and the general public will be provided through structured parking and on-site surface parking stalls. Construction is anticipated to begin in the first quarter of 2015 and be completed the fourth quarter of 2017.

Sitework and Infrastructure Improvements

Sitework

Sitework will include preparing the site for construction and for construction of on-site parking facilities. Landscape improvements will be included to tie in the project with the river bank. The project will be designed to include pedestrian access through the project site to the riverbank, including a boathouse and/or boat launch facilities.

Infrastructure and Parking

The Project will include extensions and relocations of public utilities, sidewalks and pedestrian and vehicular ingress and egress to the site at a new intersection on McLean between Douglas and 2nd Streets. On-site surface and/or structured parking will be constructed. Additional public parking may be included along McLean.

Riverbank Improvements

The tourism-related public improvements will provide landscaped public walkways and bike paths along the River between Douglas Avenue and 1st Street North. The public amenities will incorporate and improve the existing Delano Park and its historic monument to Wichita pioneer Ben McLean, along with public art and public gathering areas suitable for concerts on the River.

USE OF TAX INCREMENT FINANCING

The City of Wichita completed the legal steps necessary to establish the East Bank Redevelopment District pursuant to state laws (K.S.A. 12-1770 *et seq*.) in order to allow the use tax increment financing ("TIF") to fund redevelopment projects, based on development agreements between the City and developers. Upon adoption of this project plan, the City will have established its authority under state law to issue full faith and credit bonds to finance TIF-eligible improvements, which bonds will be repaid from the incremental increase in property taxes resulting from the redevelopment of the Project Area. The West Bank Apartment Project costs that are eligible to be funded by the proceeds of TIF bonds, or to be reimbursed with incremental taxes, include the parking structure, site preparation, utilities relocations, public infrastructure improvements and riverbank improvements.

It is anticipated that full faith and credit tax increment financing bonds issued under the authority of K.S.A. 12-1770 *et seq.* will be used to finance a portion of the cost of constructing a parking structure, in an amount not-to-exceed $2,550,000. Incremental tax revenue available after the payment of such bonds will be used first to reimburse the debt service on City general obligation bonds issued to finance a portion of the cost of the riverbank improvements. Any incremental tax revenue available thereafter will be used to reimburse special assessment taxes paid to finance other TIF-eligible project costs.

HCW

November 14, 2013

Mr. Scott Knebel
Downtown Revitalization Manager
City of Wichita
City Hall, 10th floor
455 N. Main
Wichita, Kansas 67202-1688

Dear Scott:

Enclosed is all of the items that we feel we should be reimbursed for, as they are all related to engineering, platting, etc.

Please process as soon as possible and send a check to The RIV, LLC.

Thank you.

Sincerely,

Richard E. Huffman
Manager

REH/jd
Enclosures

153 S. PAYNE STEWART DRIVE • BRANSON, MO • 65616 • 417.332.3404 • 417.332.3434 (FAX)

The Riv, LLC
Invoice Recap for Work Products

	Vendor	Invoice #	Amount
survey	Baughman Company, P. A.	33546	13,300.00
	Baughman Company, P. A.	33855	2,760.00
	Baughman Company, P. A.	33856	1,200.00
appraisal	Midwest Real Estate Services, LLC	13012	2,625.00
environmental	Aaron & Wright Assessment	113008300	3,100.00
appraisal	Midwest Real Estate Services, LLC	13012-1	2,625.00
mkt study	The Martens Companies	C2013-009	5,250.00
	Invoice Totals		**30,860.00**

RECEIVED

DEC -5 11

CITY CLERK OFFICE

Gilmore & Bell, P.C.
12/01/2014

PETITION – WEST RIVER BANK IMPROVEMENTS
(RIVER VISTA VILLAGE ADDITION)

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

1. The undersigned, being the owners of record of 100% of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

1. The undersigned, being the owners of record of 100% of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the hereinafter proposed improvements is:

Lot 1, Block 1, River Vista Village Addition to the City of Wichita, Sedgwick County, Kansas.

(b) The improvements proposed to be made are as follows:

West river bank improvements, including but not limited to, certain pedestrian and bike pathways, landscaping, retaining wall, fountains, art sculptures, other amenities and corresponding utility location and/or relocation and water well installation, to be constructed in conjunction with the City's STAR Bond Project Plan (the "Improvements").

(c) The estimated or probable cost of the proposed Improvements is: $7,862,999.05 exclusive of interest on temporary financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of the adoption of the resolution creating the Improvement District.

(d) The proposed method of assessment is: 100% of the costs of the Improvements to be assessed pursuant to subsection (e) hereof shall be assessed Lot 1 described in subsection (a) above. In the event all or part of said Lot is replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis. Where the ownership of said 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.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: $4,750,000 is anticipated to be financed by the issuance of STAR Bonds by the City, $1,050,000 is to be paid by the City-at-large; and the balance of the costs shall be assessed against the Improvement District.

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

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

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

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

Name	*Date*	**Property Owned Within the Proposed Improvement District**
CITY OF WICHITA, KANSAS, as owner By: John Philbrick Title: Real Estate Administrator	12/1/2014	All
RIVER VISTA, L.L.C., as contract purchaser By: Amy J. Liebau Title: President	12/1/2014	All

****

THIS PETITION was filed in my office on December __, 2014; and was examined, considered and found sufficient by the Governing Body of the City, Kansas on December __, 2014.

City Clerk

GILMORE & BELL, P.C.
12/11/2014

(Published in ***The Wichita Eagle*** on January 9, 2015)

ORDINANCE NO. 49-914

AN ORDINANCE CREATING A COMMUNITY IMPROVEMENT DISTRICT (RIVER VISTA VILLAGE PROJECT) IN THE CITY OF WICHITA, KANSAS; AUTHORIZING A CERTAIN PROJECT THEREIN; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT; CONTAINING THE LEGAL DESCRIPTION AND MAP OF THE BOUNDARIES OF THE DISTRICT; APPROVING THE MAXIMUM AMOUNT AND METHOD OF ASSESSMENT; AND APPROVING THE METHOD OF FINANCING THE PROJECT.

WHEREAS, the governing body of the City of Wichita, Kansas (the "City"), has heretofore received a Petition pursuant to K.S.A. 12-6a26 *et seq.* (the "Act") and adopted Resolution No. 14-335 of the City, containing the time and place of a public hearing on the advisability of creating a community improvement district in the City (the "District"), the general nature of proposed projects within the District (collectively, the "Project"), the estimated costs of the Project, the proposed method of financing the Project, the proposed amount and method of assessment, if any, and a map and legal description of the proposed District; and

WHEREAS, Resolution No. 14-335 was published once a week for two consecutive weeks in ***The Wichita Eagle***, the official City newspaper, on November 28, 2014 and December 5, 2014; and

WHEREAS, the governing body, on December 16, 2014, conducted a public hearing on advisability of creating the District; and

WHEREAS, the governing body hereby finds and determines it to be advisable to adopt this Ordinance to create the District, authorize the Project therein, approve the estimated costs of such Project, contain the legal description and map of the boundaries of the District, approve the maximum amount and method of assessment for the Project and approve the method of financing the Project, all in accordance with the provisions of the Act.

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

SECTION 1. Creation of the River Vista Village Community Improvement District; Legal Description and Map.

The governing body hereby finds and determines that it is advisable to create, in accordance with the provisions of the Act, the River Vista Village Community Improvement District (the "District"). The legal description of the District is as follows:

Lot 1, Block 1, River Vista Village Addition to the City of Wichita, Sedgwick County, Kansas.

A map of the property contained in the District is set forth on ***Schedule I*** attached hereto and incorporated by reference herein.

SECTION 2. **Authorization of Project; Estimated Costs**.

(a) The governing body hereby authorizes the proposed community improvement district projects (the "Projects") to be constructed and undertaken within the proposed District is as follows:

> Construction of a multi-level parking structure (the "Parking Structure") for approximately 251 vehicles and infrastructure improvements, including, but not limited to surface parking, streets, utilities, landscaping, irrigation, sidewalks, site lighting and site improvements.

(b) The estimated costs of the proposed Project is $5,590,650, to be increased at the pro rata rate of 1 percent per month from and after the date of passage this ordinance creating the Ditrict:

SECTION 3. **Method of Financing; Protest Period; No Sales Tax**.

(a) The costs of the Project are proposed to be financed by full faith and credit general obligation bonds of the City as authorized by K.S.A. 12-6a36, or alternatively, by special obligation bonds as authorized by K.S.A. 12-6a35; payable from special assessments levied as set forth in ***Section 4*** hereof.

(b) There will be **no** community improvement district sales tax levied on property within the boundaries of the District.

SECTION 4. **Special Assessments**

There are hereby approved special assessments on property within the boundaries of the District, with the properties to be assessed, maximum amount, method of assessment and apportionment of cost for such Projects approved to be as follows:

> 100% of the costs of the Project (less the amount of any tax increment bond financing applied to the Parking Structure) shall be assessed on all real property within the boundaries of the District. The proposed method of assessment is all costs to Lot 1 described in subsection (a) above. In the event all or part of said Lot is replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis. Where the ownership of said Lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City newspaper.

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PASSED by a majority vote of the City Council of the City of Wichita, Kansas, on January 6, 2015.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

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JLN\600809.079\CID ORDINANCE

(Signature Page to CID Ordinance)

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 49-914 (the "Ordinance") of the City of Wichita, Kansas (the "City"); that said Ordinance was passed by the City Council on January 6, 2015, that the record of the final vote on its passage is found on page ____ of journal ____; that the Ordinance was published in the official newspaper of the City on January 9, 2015; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

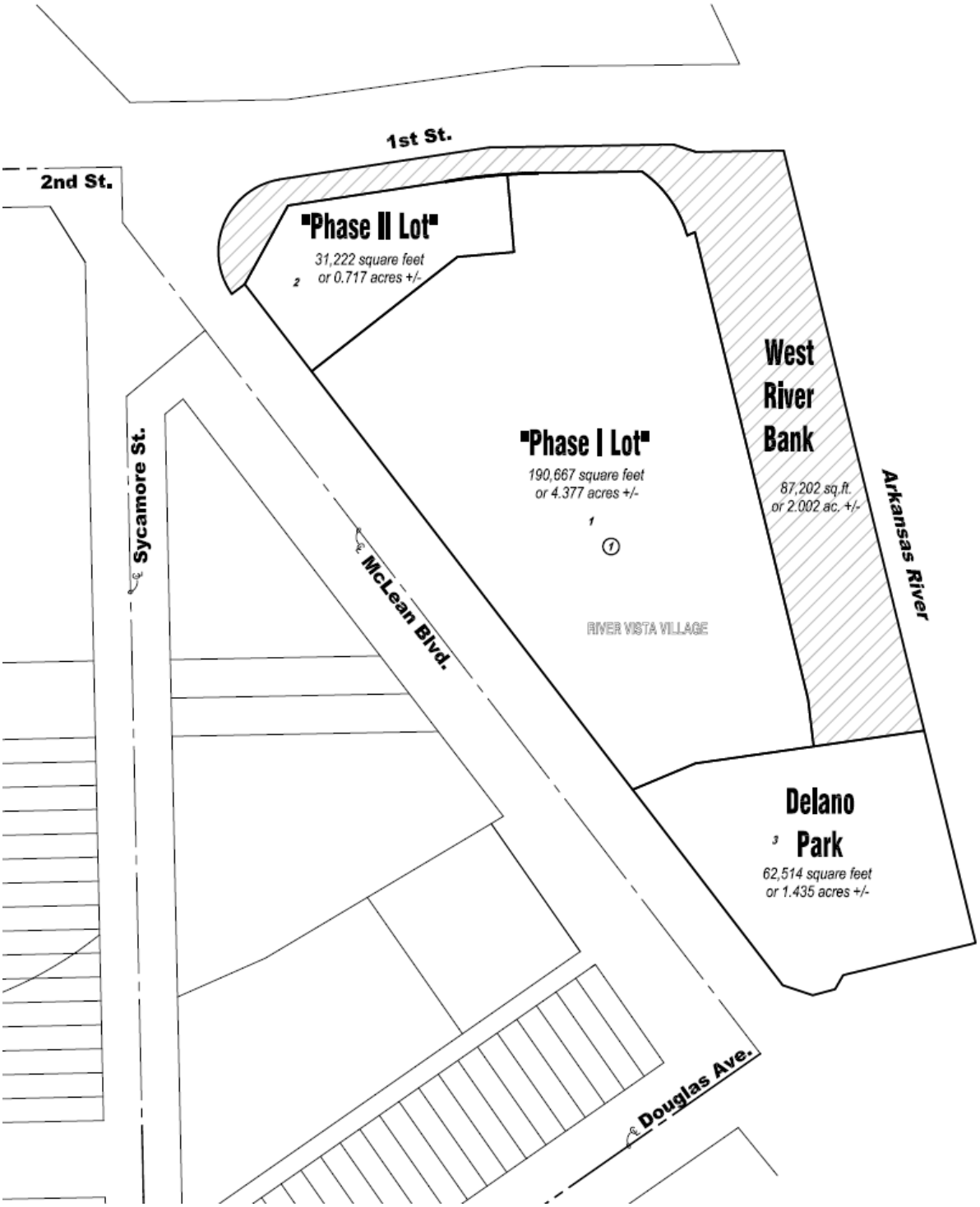
DATED: January 9, 2015.

_____

Karen Sublett, City Clerk

SCHEDULE I

MAP OF PROPOSED COMMUNITY IMPROVEMENT DISTRICT
(CID PROJECT AREA IS DESCRIBED AS "PHASE I LOT")



Gilmore & Bell, P.C.
12/11/2014

ORDINANCE NO. 49-915

AN ORDINANCE ADOPTING A REDEVELOPMENT PROJECT PLAN AMENDMENT FOR THE WEST BANK APARTMENTS PROJECT AREA LOCATED WITHIN THE EAST BANK REDEVELOPMENT DISTRICT.

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

WHEREAS, pursuant to K.S.A. 12-1770 *et seq*., as amended (the "Act") and Ordinance No. 42-966, passed December 12, 1995, and published December 15, 1995, the City Council (the "Governing Body") of the City established a redevelopment district pursuant to the Act, known as the East Bank Redevelopment District (the "District"); and

WHEREAS, by Ordinance No. 45-339, passed June 25, 2002, and published June 29, 2002, the City removed certain property and reduced the boundaries of the District pursuant to K.S.A. 12-1771(g); and

WHEREAS, by Ordinance No. 46-407, passed November 23, 2004, and published November 29, 2004, the City added certain property and increased the boundaries of the District pursuant to K.S.A. 12-1771(f) and made a substantial change to the District Plan for the District; and

WHEREAS, the District Plan for the District provided that redevelopment of the District would be in several project areas within the District as set forth in separate redevelopment plans to be approved by the Governing Body pursuant to the Act; and

WHEREAS, pursuant to Ordinance No. 49-557, passed August 13, 2013, and published August 16, 2013, a non-substantial amendment to Ordinance No. 46-407 and the District Plan was made by attaching a map of the proposed project areas; and

WHEREAS, by Ordinance No. 45-983, passed January 3, 2004, and published February 6, 2004, the City adopted a redevelopment project plan for the WaterWalk Redevelopment Project Area within the District; and

WHEREAS, the City prepared an additional redevelopment project plan for the West Bank Apartments Project Area (the "Project Area"), dated as of June 20, 2013, which includes, but is not limited to, the development and construction of public parking, street and signalization improvements and certain site and public improvements, all in conjunction with development of apartment and commercial structures by a private developer within the Project Area (the "Project Plan"); and

WHEREAS, on October 8, 2013, after complying with procedural requirements of the Act, by Ordinance No. 49-586, passed October 22, 2013, and published October 25, 2013, the City adopted the Project Plan; and

WHEREAS, the Act, particularly K.S.A. 12-1772(f), authorizes the Governing Body to approve substantial changes to the Project Plan, subject to public hearing, notice of which is provided by publication at least twice in the official City newspaper; and

WHEREAS, the City has prepared a Project Plan Amendment for the West Bank Apartments Project Area, dated as of November 2014 (the "Project Plan Amendment"), which modifies the scope of the public improvements described in the Project Plan, and is considering adoption of the Project Plan Amendment; and

WHEREAS, on December 16, 2014, after providing notice required by the Act, a public hearing on the Project Plan Amendment was opened, public comment was received by the Governing Body and the public hearing was closed; and

WHEREAS, the Governing Body is authorized by the Act to adopt the Project Plan Amendment by ordinance passed by not less than two-thirds vote of the Governing Body.

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

Section 1. **Project Plan Amendment Approval**. The Project Plan Amendment for the redevelopment of the Project Area within the District, together with all attachments and exhibits thereto, which is on file in the office of the City Clerk, is hereby adopted.

Section 2. Financing Authorization. The Governing Body hereby declares its intention to issue and sell, the Bonds, in order to implement the Project Plan Amendments. The Bonds may be issued to reimburse the City for such project costs pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City newspaper.

Section 4. Notification. The City Clerk shall cause to be transmitted copies of this Ordinance and the Project Plan Amendment to the Sedgwick County Board of County Commissioners, Clerk, Treasurer and Appraiser and to the Board of Education of Unified School District No. 259 (Wichita).

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PASSED by not less than two-thirds vote of the City Council of the City of Wichita, Kansas, on January 6, 2015.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 49-[___] (the "Ordinance") of the City of Wichita, Kansas (the "City"); that said Ordinance was passed by the City Council on January 6, 2015, that the record of the final vote on its passage is found on page ____ of journal ____; that a Summary of the Ordinance was published in the official newspaper of the City on January 9, 2015; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: January 9, 2015.

_____

Karen Sublett, City Clerk

JLN\600809.079\ORDINANCE - PROJECT PLAN AMENDMENT

(Signature Page to Home Rule Ordinance Certificate)

(Published in ***The Wichita Eagle*** on January 9, 2015)

SUMMARY OF ORDINANCE NO. 49-[____]

On January 6, 2015, the City Council of the City of Wichita, Kansas (the "City") passed an ordinance entitled:

> **AN ORDINANCE ADOPTING A REDEVELOPMENT PROJECT PLAN AMENDMENT FOR THE WEST BANK APARTMENTS PROJECT AREA LOCATED WITHIN THE EAST BANK REDEVELOPMENT DISTRICT.**

Ordinance No. 49-[____] (the "Ordinance") approves an amendment (the "Amendment") to the West Bank Apartments Project Plan, dated as of August 8, 2013, relating to the development and construction of public parking, street and signalization improvements and certain site and public improvements, all in conjunction with development of apartment and commercial structures within the West Bank Apartments Project Area of the East Bank Redevelopment District within the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: January 6, 2015.

_____

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

JLN\600809.079\ORDINANCE - PROJECT PLAN AMENDMENT (12-11-14)

Gilmore & Bell, P.C.
12/11/2014

ORDINANCE NO. 49-916

AN ORDINANCE AMENDING THE STAR PROJECT PLAN FOR THE RIVER DISTRICT STAR BOND PROJECT AREA FOR THE EAST BANK REDEVELOPMENT DISTRICT AND THE ISSUANCE OF BONDS OF THE CITY OF WICHITA, KANSAS TO PAY A PORTION OF THE COSTS OF DESIGN AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE AND SITE IMPROVEMENTS RELATED THERETO.

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

WHEREAS, pursuant to K.S.A. 12-1770 *et seq*., as amended (the "TIF Act") and Ordinance No. 42-966, passed December 12, 1995, and published December 15, 1995, the City Council (the "Governing Body") of the City established a redevelopment district pursuant to the TIF Act, known as the East Bank Redevelopment District (the "TIF District"); and

WHEREAS, by Ordinance No. 45-339, passed June 25, 2002, and published June 29, 2002, the City removed certain property and reduced the boundaries of the TIF District pursuant to K.S.A. 12-1771(g); and

WHEREAS, by Ordinance No. 46-407, passed November 23, 2004, and published November 29, 2004, the City added certain property and increased the boundaries of the TIF District pursuant to K.S.A. 12-1771(f) and made a substantial change to the District Plan for the TIF District; and

WHEREAS, the District Plan for the District provided that redevelopment of the District would be in several project areas within the District as set forth in separate redevelopment plans to be approved by the Governing Body pursuant to the TIF Act; and

WHEREAS, pursuant to Ordinance No. 49-557, passed August 13, 2013, and published August 16, 2013, a non-substantial amendment to Ordinance No. 46-407 and the District Plan was made by attaching a map of the proposed project areas; and

WHEREAS, pursuant to K.S.A. 12-1770 *et seq*., as subsequently re-codified in K.S.A. 12-17,160 *et seq*. (the "STAR Bond Act") the City prepared a special bond project plan for development of the River District Corridor Improvements Project Area (the "River District Project Area") within the TIF District, dated as of July 2007 (the "River District STAR Bond Project Plan"); and

WHEREAS, pursuant to the STAR Bond Act, the Secretary of the Kansas Department of Commerce (the "Secretary"): (a) determined that the River District Project Area in the District constitutes a major commercial entertainment and tourism area and is therefore an "eligible area" under the STAR Bond Act (the "STAR District"), (b) approved and designated the improvements described in the River District STAR Bond Project Plan as a "STAR bond project" within the meaning of the STAR Bond Act and (c) approved financing of certain costs of the River District STAR Bond Project Plan with STAR bond financing; and

WHEREAS, after complying with procedural requirements of the STAR Bond Act, by Ordinance No. 47-518, passed July 17, 2007, and published July 20, 2007, the City adopted the River District STAR Bond Project Plan for the East Bank Redevelopment District; and

WHEREAS, the Secretary of the Kansas Department of Commerce (the "Secretary") approved the River District STAR Bond Project Plan on October 24, 2007 and authorized the issuance of STAR Bonds to finance eligible project costs in an amount not-to-exceed $13,000,000; and

WHEREAS, the STAR Bond Act, particularly K.S.A. 12-17,166(k), authorizes the Governing Body to approve substantial changes to the River District STAR Bond Project Plan, subject to public hearing, notice of which is provided by publication at least twice in the official City newspaper; and

WHEREAS, the City proposes to amend the River District STAR Bond Project Plan (the "STAR Project Plan Amendment") to include tourism facilities on the West Bank of the Arkansas River between Douglas Avenue and 1st Street North at an additional cost of approximately $7,862,999.05 and to modify the scope of the public improvements described in the River District STAR Bond Project Plan; and

WHEREAS, pursuant to the STAR Bond Act, the Secretary: (a) approved and designated the improvements described in the STAR Project Plan Amendment as a "STAR bond project" within the meaning of the STAR Bond Act and (b) approved financing of certain costs of the STAR Project Plan Amendment with STAR bond financing in the amount of $4,750,000 (exclusive of financing costs and related reserves); and

WHEREAS, on December 16, 2014, after providing notice required by the STAR Bond Act, a public hearing on the STAR Project Plan Amendment was opened, public comment was received by the Governing Body and the public hearing was closed; and

WHEREAS, the Governing Body is authorized by the STAR Bond Act to adopt the STAR Project Plan Amendment by ordinance passed by not less than two-thirds vote of the Governing Body; and

WHEREAS, the STAR Project Plan Amendment contemplates that the City shall provide financing for a portion of the costs of the public improvements described therein; and

WHEREAS, pursuant to K.S.A. 13-1024a, as amended by Charter Ordinance No. 156 of the City (collectively, the "Charter Ordinance"), the Governing Body hereby finds and determines that it is necessary and desirable, in order to implement the STAR Project Plan Amendment as approved by the Secretary, to authorize the issuance of general obligation bonds of the City, in one or more series, in the amount $1,050,000, plus associated financing costs and interest on interim financing (the "Bonds").

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

Section 1. STAR Project Plan Amendment Approval. The River District STAR Bond Project Plan for the redevelopment of the River District Project Area, is hereby amended as follows:

(a) The Project Description is amended by inserting ***Exhibit A*** attached hereto containing a new subsection entitled "West Bank Redevelopment Project – 2014" at the end of said Project Description section; and

(b) The Plan of Financing is amended by inserting ***Exhibit B*** attached hereto containing a new subsection entitled "West Bank Redevelopment Project Sources and Uses of Financing – 2014" at the end of said Plan of Financing section.

All provisions of and exhibits to the River District STAR Bond Project Plan not specifically amended, revised or replaced hereby shall remain unchanged.

Section 2. Financing Authorization. The Governing Body hereby declares its intention to issue and sell, pursuant to the Charter Ordinance, the Bonds, to finance all or a portion of the public improvement costs described in the STAR Project Plan Amendment to be paid by the City. In order to temporarily finance the aforesaid costs prior to the issuance of the Bonds, there may be issued temporary improvement notes, in one or more series, in an aggregate principal amount not exceeding the authorization for the Bonds (the "Notes"). The Bonds and Notes may be issued to reimburse the City for such public improvement costs pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City newspaper.

Section 4. Notification. The City Clerk shall cause to be transmitted copies of this Ordinance to the Sedgwick County Board of County Commissioners, Clerk, Treasurer and Appraiser and to the Board of Education of Unified School District No. 259 (Wichita).

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PASSED by not less than two-thirds vote of the City Council of the City of Wichita, Kansas, on January 6, 2015.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 49-[___] (the "Ordinance") of the City of Wichita, Kansas (the "City"); that said Ordinance was passed by the City Council on January 6, 2015, that the record of the final vote on its passage is found on page ____ of journal ____; that a summary thereof was published in the official newspaper of the City on January 9, 2015; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: January 9, 2015.

_____

Karen Sublett, City Clerk

JLN\600809.078\ORDINANCE - STAR PROJECT PLAN AMENDMENT

(Signature Page to STAR Project Plan Ordinance Certificate)

EXHIBIT A

West Bank Redevelopment Project – 2014

In order to compliment and extend the tourism-related public access improvements along the banks of the Arkansas River between the Keeper of the Plains Plaza and bridges on the north and the WaterWalk Fountain and amphitheater on the south, the City of Wichita has partnered with a team of local developers for the redevelopment of the West Bank of the Arkansas River between Douglas Avenue and 1st Street North.

The commercial development component of the West Bank Redevelopment Project will operate under the name "River Vista" and includes in Phase I the construction of an approximately 154-unit apartment complex and related surface parking, a multi-level parking structure for approximately 251 vehicles and a boat and bike storage and rental facility of approximately 7,000 square feet at an aggregate estimated total cost of approximately $22,000,000. The commercial project will be funded by Developer debt and equity, City of Wichita tax increment financing and community improvement district and traditional special assessment financing bonds paid by the Developer (River Vista, LLC). Details of the sources and uses of funding are set forth in the following Section Plan of Financing.

The four story apartment complex overlooking the Arkansas River and downtown Wichita will also house a boathouse on its lower level, opening onto the riverbank. The boathouse will rent boats and bikes for recreational use by the general public and provide storage for rowing team equipment.

The tourism-related public access component of the Project will create landscaped public walkways and bike paths along the River between Douglas Avenue and 1st Street North. The public amenities will incorporate and improve the existing Delano Park and its historic monument to Wichita pioneer Ben McLean, along with public art and public gathering areas suitable for concerts on the River. Details of the public and private project are depicted in the Site Plan attached below.

The estimated cost of the planned riverbank improvements is $7,862,999.05. Funding sources for the public improvements include: (a) STAR Bonds in an amount not-to-exceed $4,750,000; (b) City of Wichita general obligation bonds in an amount not-to-exceed $1,050,000; and (c) special assessments against Developer owned property for the balance of the riverbank improvement project costs financed by City general obligation special assessment bonds.

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West Bank Redevelopment Project Site Plan:

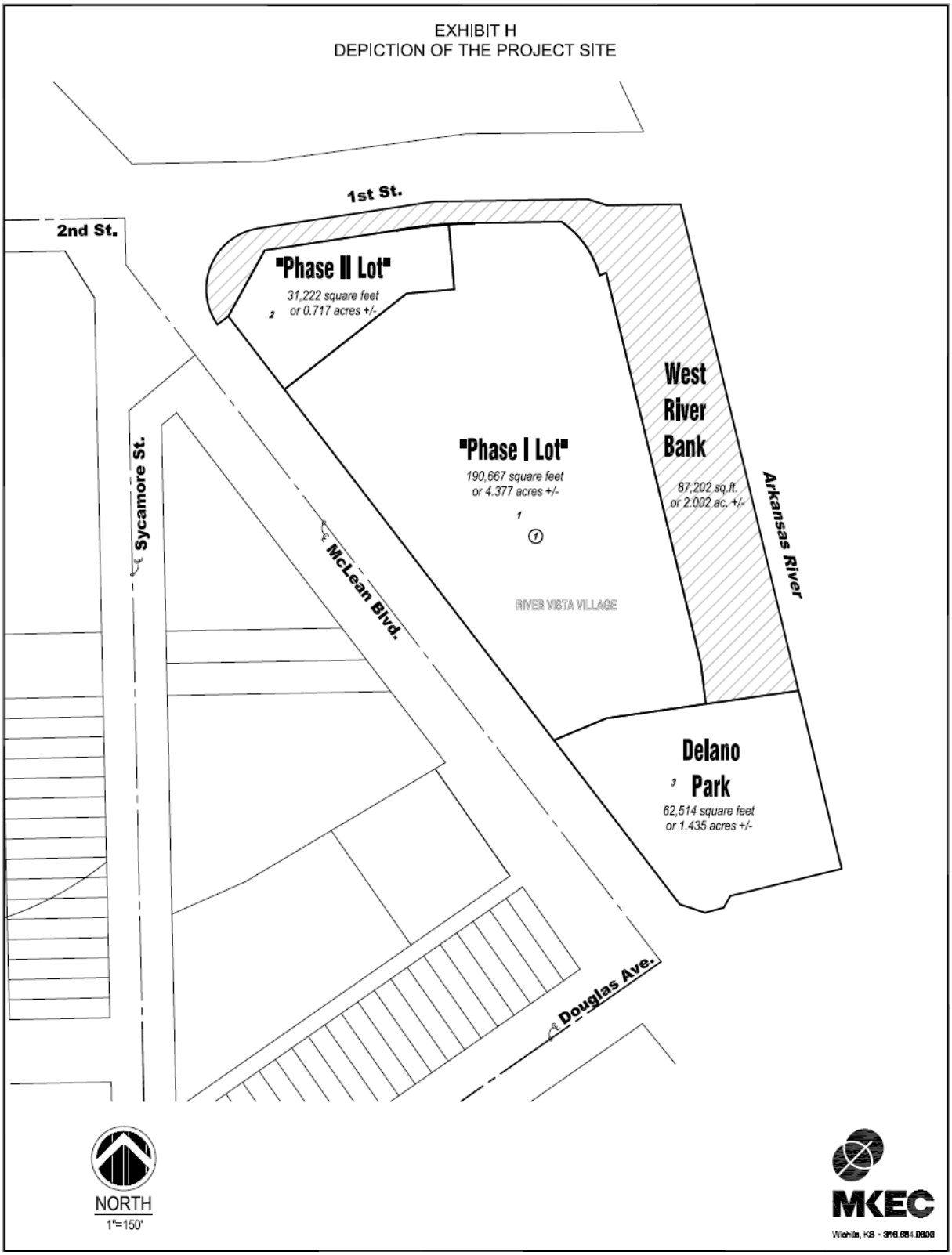

EXHIBIT B

West Bank Redevelopment Project Sources and Uses of Financing - 2014"

TIF Project Budget	
Parking Garage (partial)	$2,500,000.00
TOTAL	$2,500,000.00

TIF Public Infrastructure Improvements Budget	
Utilities	$582,396.00
Sidewalks	$36,786.20
Intersection	$298,791.50
Plan Review and Permit	$7,274.59
CM Administration, Contract Review and Legal	$42,588.00
Engineering & Inspection ($11,600 has been paid by Developer already)	$45,910.80
Architectural	$19,500.00
TOTAL	$1,033,247.09

CID Infrastructure Improvements Budget	
Parking Garage (partial)	$1,670,000.00
Earthwork/Paving	$504,752.50
Landscape & Irrigation (including well)	$110,348.00
Site Lighting	$156,891.00
Signage	$25,000.00
Plan Review and Permit	$39,357.41
CM Administration, Contract Review and Legal	$230,412.00
Engineering & Inspection	$248,389.20
Architectural	$105,500.00
TOTAL	$3,090,650.11

STAR Bonds Budget	
Site clearing and preparation	$361,095.50
Earthwork (including, but not limited to, excavation, exporting of excess soil, imported topsoil and grading)	$567,815.25
Utilities (including well)	$14,750.00
Hardscape	$448,378.00
Landscaping, including irrigation systems	$315,211.90
Retaining walls, including piling and cast-in-place concrete	$1,678,320.00
Masonry/Stonework	$420,777.50
Metals, including handrails, guardrails, and gates	$261,550.00
Site lighting and electrical	$231,000.00
Site furnishings, including benches, trash receptacles, bike racks and signage	$95,200.00
Floating dock	$250,000.00
Flood gates/panels	$80,000.00
McLean fountain rehabilitation	$35,000.00
Fountain/water feature	$320,000.00
Art/sculptures	$400,000.00
Erosion Control	$19,084.00
Inlet Protection	$46,000.00

City Engineering, Administration and Inspection	$477,054.97
Project Contingency	$954,109.93
Plan Review and Permit	$22,127.00
LK Professional Fees	$249,727.00
Other Fees	$36,000.00
CM Administration, Contract Review and Legal	$579,798.00
TOTAL	$7,862,999.05

(Published in ***The Wichita Eagle*** on January 9, 2015)

SUMMARY OF ORDINANCE NO. 49-[____]

On January 6, 2015, the City Council of the City of Wichita, Kansas (the "City") passed an ordinance entitled:

> **AN ORDINANCE ADOPTING A STAR BOND PROJECT PLAN AMENDMENT FOR THE RIVER DISTRICT STAR BOND PROJECT AREA FOR THE EAST BANK REDEVELOPMENT DISTRICT AND THE ISSUANCE OF BONDS OF THE CITY OF WICHITA, KANSAS TO PAY A PORTION OF THE COSTS OF DESIGN AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE AND SITE IMPROVEMENTS RELATED THERETO.**

Ordinance No. 49-[____] (the "Ordinance") approves an amendment to the River District STAR Bond Project Plan relating to the development and construction of public improvements within the River District Star Bond Project Area of the East Bank Redevelopment District within the City and authorizes general obligation bonds to support costs associated therewith. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: January 6, 2015.

_____

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

ORDINANCE NO. 49-917

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF CERTAIN IMPROVEMENTS RELATED TO THE EAST BANK REDEVELOPMENT DISTRICT, WEST BANK APARTMENTS PROJECT AREA.

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

WHEREAS, pursuant to K.S.A. 12-1770 *et seq*., as amended (the "Act") and Ordinance No. 42-966, passed December 12, 1995, and published December 15, 1995, the City Council (the "Governing Body") of the City established a redevelopment district pursuant to the Act, known as the East Bank Redevelopment District (the "District"); and

WHEREAS, by Ordinance No. 45-339, passed June 25, 2002, and published June 29, 2002, the City removed certain property and reduced the boundaries of the District pursuant to K.S.A. 12-1771(g); and

WHEREAS, by Ordinance No. 46-407, passed November 23, 2004, and published November 29, 2004, the City added certain property and increased the boundaries of the District pursuant to K.S.A. 12-1771(f) and made a substantial change to the District Plan for the District; and

WHEREAS, the District Plan for the District provided that redevelopment of the District would be in several project areas within the District as set forth in separate redevelopment plans to be approved by the Governing Body pursuant to the Act; and

WHEREAS, pursuant to Ordinance No. 49-557, passed August 13, 2013, and published August 16, 2013, a non-substantial amendment to Ordinance No. 46-407 and the District Plan was made by attaching a map of the proposed project areas; and

WHEREAS, the City prepared a redevelopment project plan for the West Bank Apartments Project Area (the "Project Area"), dated as of June 20, 2013, which includes, but is not limited to, the development and construction of public parking, street and signalization improvements and certain site and public improvements, all in conjunction with development of apartment and commercial structures by a private developer within the Project Area (the "Project Plan"), and negotiated a development agreement with respect thereto; and

WHEREAS, after complying with procedural requirements of the Act, by Ordinance No. 49-586, passed October 22, 2013, and published October 25, 2013, the City adopted the Project Plan, approved the execution of a development agreement with River Vista, L.L.C., the developer of the Project Area, to implement the Project Plan (the "Development Agreement"), and authorized, pursuant to the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State of Kansas, particularly of K.S.A. 12-101 *et seq.*, as amended (collectively, the "Home Rule Act"), the Act and K.S.A. 13-1024a, as amended by Charter Ordinance No. 156 of the City (the "Charter Ordinance"), the issuance by the City of its: (a) full faith and credit tax increment bonds, in one or more series, in an aggregate principal amount

necessary to finance eligible costs authorized by the Act, and related reserves and financing costs, and (b) general obligation bonds, in one or more series, in an aggregate principal amount necessary to finance costs set forth in the Project Plan and Development Agreement; and related reserves and financing costs (collectively, the "Bonds"); and

WHEREAS, pursuant to K.S.A. 12-1770 *et seq*., as subsequently re-codified in K.S.A. 12-17,160 *et seq*. (the "STAR Bond Act"), the City prepared a special bond project plan for development of the River District Corridor Improvements Project Area (the "River District Project Area") within the District, dated as of July 2007 (the "River District STAR Bond Project Plan"); and

WHEREAS, on July 10, 2007, after complying with procedural requirements of the STAR Bond Act, a public hearing on the River District STAR Bond Project Plan was opened, public comment was received by the Governing Body and the public hearing was closed; and

WHEREAS, after complying with procedural requirements of the STAR Bond Act, by Ordinance No. 47-518, passed July 17, 2007, and published July 20, 2007, the City adopted the River District STAR Bond Project Plan; and

WHEREAS, the City has prepared a Project Plan Amendment for the West Bank Apartments Project Area, dated as of November 2014 (the "Project Plan Amendment") and a Project Plan Amendment for the River District Project Area, dated as of November 2014 (the "STAR Project Plan Amendment") and has negotiated an Amended and Restated Development Agreement, dated as of January 9, 2015, related to modifications to the scope of the public improvements described in the Project Plan and the STAR Project Plan (the "Development Agreement Amendment"); and

WHEREAS, on December 16, 2014, after providing notice required by the Act, a public hearing on the Project Plan Amendment and STAR Project Plan Amendment was opened, public comment was received by the Governing Body, the public hearing was closed and the Governing Body approved on first reading ordinances approving the Project Plan Amendment and STAR Project Plan Amendment; and

WHEREAS, the Governing Body desires to approve the Development Agreement Amendment and authorize the issuance of bonds to implement such amendment.

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

Section 1. Development Agreement Amendment. The Development Agreement Amendment is hereby approved in substantially the form presented to the Governing Body, with such changes as may be approved by the City Attorney. The Mayor is hereby authorized to execute the Development Agreement Amendment by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

Section 2. Financing Authorization. The Governing Body affirms its intention to issue and sell, pursuant to the Home Rule Act, the Act and the Charter Ordinance, the Bonds, to finance all or a portion of the project costs to be paid by the City pursuant to the Development Agreement and Development Agreement Amendment. The Bonds may be issued to reimburse the City for such project costs pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication of a summary thereof one time in the official City newspaper.

PASSED by the Governing Body on January 6, 2015.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 49-917 (the "Ordinance") of the City of Wichita, Kansas (the "City"); that said Ordinance was passed by the City Council on January 6, 2015, that the record of the final vote on its passage is found on page ____ of journal ____; that a Summary of the Ordinance was published in the official newspaper of the City on January 9, 2015; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: January 9, 2015.

_____

Karen Sublett, City Clerk

(Published in ***The Wichita Eagle*** on January 9, 2015)

SUMMARY OF ORDINANCE NO. 49-917

On January 6, 2015, the City Council of the City of Wichita, Kansas (the "City") passed an ordinance entitled:

> **AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT AMENDMENT AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF CERTAIN IMPROVEMENTS RELATED TO THE EAST BANK REDEVELOPMENT DISTRICT, WEST BANK APARTMENTS PROJECT AREA.**

Ordinance No. 49-917 (the "Ordinance") authorizes the execution of an Amended and Restated Development Agreement, dated January 9, 2015 (the "Amendment") to a certain Development Agreement, dated as of October 22, 2013 (the "Development Agreement") between the City and River Vista, L.L.C. (the "Developer"), relating to the development and construction of public parking, street and signalization improvements and certain site and public improvements, all in conjunction with the development of apartment and commercial structures by the Developer within the West Bank Apartments Project Area (the "Project Area") of the East Bank Redevelopment District within the City, and also affirms the issuance of general obligation bonds of the City to finance certain public improvements within the Project Area (the "Bonds"). The Bonds constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wichita.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: January 6, 2015.

_____

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

RESOLUTION NO. 14-371

A RESOLUTION REMOVING THE USE RESTRICTIONS ESTABLISHED BY CHARTER ORDINANCE NO. 144 FOR REAL PROPERTY LOCATED BETWEEN MCLEAN BOULEVARD, SECOND STREET, THE ARKANSAS RIVER, AND DELANO PARK.

WHEREAS, the City of Wichita adopted Charter Ordinance No. 144 on February 25, 1992, restricting the use of real property between McLean Boulevard, Second Street, the Arkansas River, and Douglas Avenue to open space committed to use for the purpose of public recreation and enjoyment; and

WHEREAS, Charter Ordinance No. 144 provides that said use restrictions may be reduced or removed by action of two-thirds of the members of the governing body to approve a resolution establishing such reduction or removal; and

WHEREAS, the City of Wichita intends to transfer ownership of a the portion of said real property located between McLean Boulevard, Second Street, the Arkansas River, and Delano Park to River Vista LLC pursuant to the terms and conditions stated in the Amended and Restated Development Agreement Dated as of January 9, 2014; and

WHEREAS, said Development Agreement provides for the construction of open space improvements along the Arkansas River and in Delano Park; the operation of a boat and bicycle rental facility for public recreation and enjoyment; and continued public access after the real estate transfer; and

WHEREAS, the mixed-use project to be developed by River Vista LLC pursuant to the terms and conditions of said Development Agreement accomplishes the catalytic development goals established by the City of Wichita through the adoption of Project Downtown: the Master Plan for Wichita on December 14, 2010 by Ordinance No. 48-919.

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

SECTION 1. The use restrictions established by Charter Ordinance No. 144 for the real property located between McLean Boulevard, Second Street, the Arkansas River, and Delano Park are hereby removed.

SECTION 2. The use restrictions established by Charter Ordinance No. 144 shall remain in full force and effect for Delano Park.

ADOPTED by not less than two-thirds of the members of the governing body of the City of Wichita, Kansas, this 16th day of December, 2014.

CITY OF WICHITA, KANSAS

_____

Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk
(SEAL)

Approved as to Form:

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

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council Members

SUBJECT: 2015 Contract Renewal with Go Wichita Convention & Visitors Bureau

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve the contract between the City of Wichita and The Wichita Convention &Tourism Bureau, Inc. d/b/a Go Wichita Convention & Visitors Bureau (Go Wichita).

Background: Go Wichita is on track to meet its primary goal of securing 130,000 convention room nights. In November, it was announced that Wichita won the very competitive bidding process to bring the 2018 NCAA Division I Men's Basketball Championship first and second rounds to Wichita. Other sports events secured by the City include the 2015 and 2016 United States Bowling Congress (USBC) Intercollegiate Team Championships, 2015 YMCA National Gymnastics Championship and the 2015 Special Olympics National Softball Tournament. The religious market was also successful, with Wichita winning bids for LifeWay Christian Resources Seminars, the 2018 Great Plains Annual Conference of the United Methodist Church, Samaritan's Purse Connect Conference-Midwest Regions and the Professional Association of United Methodist Church Secretaries Annual Convention.

Wichita hosted 494 meetings during 2014, which had an economic impact of $44.4 million on the local economy. Go Wichita successfully hosted major conventions such as the U.S. Custom Harvesters Annual Convention, Ladies Oriental Shrine 100th Grand Council Session, American Bonanza Society Annual Convention & Exhibition, Pontiac-Oakland Club International 42nd Annual POCI Convention, American Driver & Traffic Safety Education Association (ADTSEA) National Conference, Vietnam Veterans of America National Leadership Conference and the Kansas Association of Counties Annual Fall Convention.

The data from a year-long visitor profile study afforded the bureau the opportunity to strategically pinpoint target markets and interests of potential visitors. Go Wichita pursued several "firsts" in 2014. Leadership led the initiative to create the first Tourism Business Improvement District (TBID) in the region. The results of this effort will be approximately $2.3 million more in annual marketing dollars.

The bureau also led the efforts to create a brand for Wichita from a data-driven process. This is the first time the community collaboratively worked together to identify the Wichita brand. The bureau partnered with Wichita Downtown Development Corporation, the Wichita Area Chamber of Commerce, the Greater Wichita Economic Development Coalition, the Wichita Community Foundation and Wichita State University. During the process, it received feedback from 1,999 surveys and more than 200 face-to-face meetings.

Go Wichita continued to be involved in the three-phase assessment of the Century II facilities.

The bureau also created an internal three-year strategic plan. The process involved the team as well as the board and was approved by the board of directors in the first quarter.

Identifying opportunities within the sports conventions market, sales added a Sports Sales Manager position strictly dedicated to the sports sector. The bureau hosted the first-ever MEET Wichita Expo for local meeting and event planners, the 2nd annual client event at the Nationals Baseball game in Washington D.C., the 5th annual Wichita Tradeshow, as well as the 9th annual client appreciation event in Topeka for state association planners.

Marketing efforts increased web traffic by 25 percent, local stories by 66 percent and regional & national stories by 400 percent. Go Wichita's marketing team launched the first-ever "PlayDay" to draw attention to locals about all the attractions Wichita has to offer. The National Travel & Tourism PlayDay won "Best Integrated Marketing Campaign" for the entire State of Kansas as well as an Award of Excellence from the local Public Relations Society of America chapter.

Analysis: The contract for the current fiscal year was negotiated with City staff and representatives from Go Wichita. The results are a proposed 2015 contract with performance goals for Go Wichita outlined in "Exhibit B." Exhibit B includes relevant and measurable goals in a performance matrix format.

In an effort to make it possible to bring different conventions and special events to Wichita, the City Council established a "Convention Promotion Contingency" allocation in the annual budget as part of the Tourism and Convention Fund. It is earmarked to fund special activities as deemed appropriate by Go Wichita. A few of the past recipients of sponsorships from this fund include the International Machine Quilters Association, Midwest Catholic Family Conference, Kansas Hospital Association, Region VI Sports, Kansas State High School Activities Association and the Prairie Fire Marathon. Go Wichita has attached a $150,000 contingency funding request for 2015 to support Go Wichita's efforts in attracting convention groups and events to the Wichita area.

Another significant change for 2014 included the establishment by ordinance of the Tourism Business Improvement District (TBID) that Go Wichita provides services under a separate contract with the City. The TBID plan is directed by the TBID Advisory Board. Performance will be measured and reported annually in accordance with the TBID ordinance. The TBID established an additional 2.75 percent fee charged by hotels that have 50 rooms or more to create a substantial fund for additional marketing. Go Wichita anticipates that the TBID fee will raise an additional $2.3 million dollars on an annual basis. The first year for collection of the TBID fees will be 2015.

In an effort to improve transparency and accountability, representatives of the City and Go Wichita will develop disclosure guidelines for activities funded by the City. These guidelines will address, among other things, the desire for openness as well as the ability to protect confidential, proprietary and trade secret information. It is anticipated that the recommended guidelines will be discussed with Go Wichita and the City Manager and an agreement reached during the first quarter of 2015.

Financial Considerations: Funding for the Convention and Tourism Fund comes from a six percent transient guest tax on hotel and motel rooms in Wichita. The 2015 Adopted Budget includes funding for Go Wichita's annual allocation in the amount of $2,356,851, which is to be paid from the Convention & Tourism Fund. The City agrees to advance Go Wichita $196,404.25

each month. This amount does not include the funding for the TBID services which are determined in the TBID agreement.

Go Wichita may receive up to $100,000 in matching funds if its private fund raising exceeds its 2015 baseline goal of $200,000. The sponsorships in Exhibit C may be reimbursed up to $150,000 of the Convention Promotion Contingency funds, which is also financed from the Convention & Tourism Fund.

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

Recommendations/Actions: It is recommended that the City Council approve the contract.

Attachments: Original signed contract with attachments:
Exhibit A – Non-discrimination Statement
Exhibit B – 2015 Performance Criteria
Exhibit C – 2015 Sponsorships – Convention & Promotion Contingency

EXHIBIT B

Go Wichita Convention & Visitors Bureau
2015 Performance Criteria

It is mutually agreed and understood by the City of Wichita and the Wichita Convention and Tourism Bureau, Inc., d/b/a/ Go Wichita Convention & Visitors Bureau, hereinafter referred to as the "City" and the "Delegate Agency" respectively, that the execution of this contract commits the Delegate Agency to the following goal statements and objectives.

MISSION STATEMENT

The mission of the Go Wichita Convention & Visitors Bureau is to market the Greater Wichita Area as a destination, thereby enhancing the economic development of the city, county, region and state.

ECONOMIC IMPACT

Tourism impacts the Wichita economy in several ways including bringing new dollars into the Wichita area, generating tax revenue and creating jobs. The Delegate Agency periodically conducts research to measure economic impact. According to our latest study:

- Domestic travelers directly spent nearly $985 million in the Wichita MSA during 2012. $878 million of this was in Sedgwick County.
- Visitors pay Lodging tax, State Sales tax and County Sales tax - taxes paid by visitors represent taxes that do not have to be paid by Wichita residents. During 2012 domestic traveler spending in Sedgwick County generated $79.6 million in tax revenue.
- Domestic travel expenditures directly generated 12,000 jobs within the Wichita MSA during 2012. 10,500 of these jobs are in Sedgwick County.

Note: Information is from The Economic Impact of Travel on the Wichita MSA, 2012. A Study Prepared for Go Wichita by the Research Department of the U.S. Travel Association.

Tourism Business Improvement District (TBID) Funding

Incremental increases in objectives 1 & 2 are based on implementation of the TBID plan. If estimated TBID revenue is not achieved objectives 1 & 2 will be adjusted accordingly.

OBJECTIVE #1: The Delegate Agency will generate, service and/or participate, directly or indirectly, in convention/meeting and travel trade business for Wichita.

1. Convention Sales Future Bookings (Conventions booked from Jan 1-December 31, 2015)

2015 Goal: Generate 140,000 room nights

	2010	2011	2012	2013	2014 Goal	2014 Latest Estimate	2015* Goal
Room Nights Secured:	136,568	125,026	127,733	172,292	130,000	130,000	140,000
USATF:	(11,000)						
USBC:				(40,000)			
Room nights net of large bookings:	125,568	125,026	127,733	132,292	130,000	130,000	140,000

*Increase in goal reflects additional group sales efforts utilizing TBID funding

OBJECTIVE #2: The Delegate Agency will implement a multi-faceted marketing program promoting the Greater Wichita Area as a destination.

1. Increase reach to regional television viewers
   2015 Goal: 75,239,000 impressions

2010 Viewers	2011 Viewers	2012 Viewers	2013 Viewers	2014 Viewers Goal	2014 Latest Estimate	2015 Viewers Goal
25,740,720	20,105,650	45,640,435	41,898,297	28,800,000	33,727,371	75,239,000

*Go Wichita participates in the Kansas Travel & Tourism (KST&T) co-op television advertising campaign promoting Kansas. Impressions resulting from this campaign fluctuate based on ad placement strategy by KST&T (15 second bookends vs. 30 second spot). Ads placed by KST&T represent 28.8M of the 2015 goal.

*Ads placed by Go Wichita represent 46.4M of the 2015 goal.

2. Increase reach to regional radio listeners
   2015 Goal: 16,940,000

2015 Goal
16,940,000

*Go Wichita will be placing radio advertisements as part of the 2015 Summer and Holiday seasonal campaigns. This is a new initiative for 2015

3. Increase regional and statewide billboard impressions
   2015 Goal: 10,910,000 impressions

2010 Impressions	2011 Impressions	2012 Impressions	2013 Impressions	2014 Impressions Goal	2014* Latest Estimate	2015** Impressions Goal
29,846,152	29,846,140	29,846,140	28,032,198	28,032,198	21,763,212	10,910,000

*Go Wichita has consistently had billboard advertising contracts with three vendors. The contract with one of these vendors expired at the beginning of this year and was not renewed. This will result in 2014 impressions being less than the goal. The remaining two contracts expire in early 2015. These will not be renewed.

**2015 goal represents 6.7M impressions in the first quarter from existing billboards and 4.2 M impressions from seasonal digital billboards to support summer and holiday campaigns.

4. Increase quality national, regional and statewide print advertising impressions
2015 Goal: 8,890,000 Impressions

2010 Impressions	2011 Impressions	2012 Impressions	2013 Impressions	2014 Impressions Goal	2014* Latest Estimate	2015 Impressions Goal
18,720,997	11,363,929	15,685,314	9,518,482	9,500,000	5,570,624	8,890,000

*2.6M budgeted impressions were reclassified to billboards.

5. Increase online advertising impressions
2015 Goal: 85,000,000 Impressions

2010 Impressions	2011 Impressions	2012* Impressions	2013*** Impressions	2014 Impressions Goal	2014 Latest Estimate	2015 Impressions Goal
6,525,345	16,669,528	84,801,353	21,805,844	32,500,000	33,457,000	85,000,000

* 2012 online impressions consisted of 57M Facebook ads, 7M yahoo ads, and 20M other website ads.

*** In January 2013 shifted Facebook ad placement strategy to more targeted posts. This change in strategy decreased impressions but increased our click through rate 5.5 times.

6. Increase website page views and visits
2015 goal: 371,083 sessions generating 1,083,065 page views

	2010	2011	2012	2013	2014 Goal	2014 Latest Est.	2015 Goal
Visits	108,471	166,601	204,106	247,925	296,866	308,263	408,000
Page Views	445,538	495,405	595,002	736,865	866,452	989,243	1,184,000
Interactive Visitor Guide visits	1,420	13,490	12,621	16,159	15,000	2,800	2,229

7. Increase Social Media activity
2015 goal: 12,000 Facebook likes and 11,720 Twitter followers

	2013	2014 Goal	2014 Latest Est.	2015 Goal
Facebook likes	7,157	8,500	10,331	14,500
Twitter Followers	6,403	6,785	8,570	12,000

8. Increase number of Media Pitches with national and regional media and travel writers
2015 Goal: 124 Media Pitches with 305 articles published

	2010	2011	2012	2013	2014 Goal	2014 Latest Est.	2015 Goal
Media Pitches	36	41	27	60	80	117	124
Regional & National Articles Published	50*	36	43	58	85	290	290

OBJECTIVE #3: The Delegate Agency will generate positive awareness of tourism as an industry and build community support for Go Wichita, the Delegate Agency, and it's mission, vision and goals.

1. Hospitality Training Program
2015 Goal: 10 Sessions

	2010	2011	2012	2013	2014 Goal	2014 Latest Est.	2015 Goal
Sessions	5	8	14	12	12	12	10

Note: Beginning in 2012 the hospitality training program Includes taxi driver training.

2 Local Media Pitches
2015 Goal: 232 Local Media Pitches with 238 articles published

	2010	2011	2012	2013	2014 Goal	2014 Latest Est.	2015 Goal
Local Pitches	54	64	45	138	160	199	232
Local Articles	88	101	109	137	150	228	245

Note: Local Media Pitches are pitches to the local Wichita area media on various tourism related issues.

OBJECTIVE #4: The Delegate Agency will provide film and production crew assistance.

2010	2011	2012	2013	2014 Latest Est.
24	46	39	40	35

Note: Go Wichita's role is to respond to industry requests.

OBJECTIVE #5: The Delegate Agency will secure additional private funding resources to augment the Delegate Agency's transient guest tax allocation.

1. In-Kind Contributions
   2015 Goal: **$23,000** of in-kind contributions from hospitality industry partners to augment the Delegate Agency's marketing efforts

	2010	2011	2012	2013*	2014 Goal	2014 Latest Estimate	2015 Goal
In-kind Donations:	$ 58,488	$ 30,539	$ 22,324	$ 8,749	$ 22,000	$ 31,000	$ 23,000

*Moving 2013 Annual Meeting to January 2014 causing a decrease due to timing

2. Cash Contributions
   2015 Goal: **$300,000** in private revenues. The City of Wichita agrees to match each dollar collected above $200,000, not exceeding $100,000 in additional matched funds.

	2010	2011	2012	2013	2014 Goal	2014 Latest Estimate*	2015 Goal
Private Revenues:	$ 275,352	$ 262,353	$ 283,898	$ 249,477	$ 300,000	$ 286,000	$ 300,000

OBJECTIVE #6: The Delegate Agency will support and influence the development and maintenance of accommodations, facilities, attractions and infrastructure that are consistent with the Delegate Agency's mission statement and that meet the needs of visitors.

Industry Indicators

The Delegate Agency will quarterly track the following industry indicators which reflect the economic growth and impact of tourism in the area.

- Transient Guest Tax Revenues
- Hotel Occupancy Rate
- Hotel Average Daily Rate (ADR)
- Report quarterly and yearly historical comparison at area attractions

OBJECTIVE #7: The Delegate Agency will execute the TBID plan as directed by the TBID advisory board and approved by the City Council. Performance will be measured and reported annually in accordance with the TBID agreement and TBID ordinance.

2015 Funding (Non-TBID)	$ 2,356,851
Monthly Advance (Non-TBID)	$ 196,404.25

1. **Method of Payment**

The Delegate Agency agrees payments under this contract shall be in accordance with established budgetary, purchasing and accounting procedures of the city of Wichita.

1.1. The City agrees to advance the Delegate Agency the monthly non-TBID advance on the first Friday of each month. The Delegate agency, upon closing their month-end books, will submit an invoice for all monthly expenditures to the City for approval. The City may request additional justification regarding items submitted for payment and may decline payment for items not related to the promotion of convention and tourism in the City of Wichita. All billings are subject to discussion and resolution by and between the City Manager and the President/CEO of the Delegate Agency, or their representatives. All final billings and payments will be reconciled at year-end. The City, at the Delegate Agency's request, will consider additional funding for special tourism projects that will enhance tourism initiatives.

1.2 The funding and the method of payment for TBID related services will be as provided in the TBID agreement.

2. **Information to be provided by the Delegate Agency to the City**

2.1. A monthly printout, which reflects all actual expenditures by line item and program expenditure.
2.2. An annual audit conducted by an independent Certified Public Accountant, which is in accordance with generally accepted audit standards. For the 2014 annual audit, the audit firm of BKD, LLP has been retained by the Delegate Agency.
2.3. The Delegate Agency will provide to the City Appointed Board Representative a copy of the Board of Directors minutes.

3. **Inventory**

The Delegate Agency shall maintain in its office and file with the City an up-to-date inventory list of all personal property, e.g. furniture, fixtures, equipment, etc. purchased with transient guest tax funds and used for the administration of the program or in the administration of a project operated in conjunction with the contract. Such inventory list must identify each item purchased, state the physical location of same, the cost of each item, the date purchased and the City of Wichita inventory seal number must be affixed to each item. Authorized additional items purchased during the contact year shall be reported to the City within 30 days of receipt.

The Delegate Agency shall be responsible for conducting a physical inventory of each of the inventoried items with its final report for the contract year, certifying in written form that all such inventory items are in the possession of the Delegate Agency. No inventory items may be disposed of in any fashion without the prior written approval of the City.

4. **Program Progress Reports**

The Delegate Agency as part of its obligation under section 3 of this contract shall submit a quarterly report to the City of Wichita for the quarters ending March 31, June 30, September 30, and December 31. These reports shall be due in the City Manager's Office in order to provide the City

with the information to evaluate the Performance Criteria section of this contract. This report shall be submitted no later than 45 days following the end of each quarter.

Exhibit C
Go Wichita Convention & Visitor Bureau

2015 Sponsorships - Convention & Promotion Contingency		
Community Event Sponsorships	$	16,000
Community Event Sponsorships represent sponsorship contributions to various local events which attract visitors to the area from outside of Sedgwick County.		
National Convention Sponsorships	$	9,500
Regional Convention Sponsorships	$	25,000
State Convention Sponsorships	$	8,750
National, Regional, and State Sponsorships represent sponsorships of national, regional and state groups who choose to hold conventions and meetings in the Greater Wichita Area.		
Sports Sponsorships	$	66,580
Sports Sponsorships represent sponsorship of local, regional, and national sporting events held in the Greater Wichita Area. Many of these events are in partnership with the Greater Wichita Area Sports Commission.		
Potential New Requests	$	4,170
During the year, Go Wichita will review new sponsorship opportunities to increase visitation and events in Wichita.		
City Reserved Amount	$	20,000
Total	**$**	**150,000**

WICHITA CONVENTION AND TOURISM BUREAU, INC.

THIS CONTRACT entered into this December 16, 2014 by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Wichita Convention and Tourism Bureau, Inc. (hereinafter referred to as the Delegate Agency).

WHEREAS, the City by Charter Ordinance has instituted a Transient Guest Tax, the revenues from which are available for expenditure for convention and tourism activities located within the City and County; and

WHEREAS, the City believes that as a result of professional, promotional sales and services, convention and tourism can be increased; and

WHEREAS, the City desires to engage the Delegate Agency to render certain itemized professional services and activities hereinafter described; and

WHEREAS, the Delegate Agency warrants that it employs, and throughout the duration of this contract will continue to employ, professional staff capable of providing those services and activities occurring within the City; and

WHEREAS, the Delegate Agency further warrants that it possesses the fiscal and administrative capability necessary to account for and to expend all City funds provided in compliance and conformance with the terms and conditions of this contract; and

WHEREAS, the City desires to generate new dollars in the Wichita area economy through the promotion of Wichita as a convention and visitor destination.

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Delegate Agency, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and outlined per Exhibit B.

In addition, Delegate Agency will support a joint marketing venture with other agencies receiving Transient Guest Tax funds and will not charge other City-affiliated museums or attractions such as, but not limited to, the Wichita Art Museum, Botanica, the Mid-America All-Indian Center, Old Cowtown Museum, Wichita-Sedgwick County Historical Museum, the Kansas Aviation Museum, and the Kansas African American Museum, fees to participate in Delegate Agency's marketing or membership activities.

SECTION 2. TIME OF PERFORMANCE. The services of the Delegate Agency are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of this contract through a period of twelve months ending no later than December 31, 2015.

SECTION 3. RECORDS, REPORTS AND INSPECTION

A. Establishment and Maintenance of Records. The Delegate Agency shall establish and maintain records as prescribed by the City (with respect to all matters covered by this contract). Except as otherwise authorized by the City, the Delegate Agency shall retain such financial records for a period of three years after receipt of the final payment under this contract or termination of this contract.

B. Documentation of Costs. All costs with respect to the services per Exhibit B shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and Information. The Delegate Agency, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract. The Delegate Agency will submit said reports on the date(s) designated by the City. In addition, the Delegate Agency will submit all regularly required reports as itemized on Exhibit B on the due dates established therein.

D. Audits and Inspections. The Delegate Agency shall at any time during normal business hours and as often as the City may deem necessary make available to the City for examination all of its records and data with respect to all matters covered by this contract and shall permit the City or its designated authorized representative to audit and inspect all invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this contract. The Delegate Agency, within 120 days from the date of expiration of this contract shall furnish to the City an annual fiscal audit prepared by an independent Certified Public Accountant as to the compliance of all stipulations in this contract and its exhibits.

SECTION 4. CONFLICT OF INTEREST. Members of the Board of Directors of the Delegate Agency shall abstain from any action in regard to a pending matter before the Board of Directors that will affect any business in which such Director has a substantial interest as defined in K.S.A. 75-4301.

SECTION 5. DISCRIMINATION PROHIBITED. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, sex or age. (Reference Title VI of the Civil Rights Acts of 1964 Pub. L. 88-352). The Delegate Agency further agrees to implement and comply with the "Revised Non-

Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements" as provided in Exhibit A attached hereto.

SECTION 6. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments with respect to the services per Exhibit B.

SECTION 7. ASSIGNABILITY. The Delegate Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 8. COPYRIGHTS. If this contract results in a book or other materials which may be copyrighted, the author is free to copyright the work, but the City reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted materials and all material which can be copyrighted. The Delegate Agency agrees to allow the City use of any and all books or materials, copyrighted or otherwise, which may pertain to marketing, managerial, or financial operations of the Delegate Agency.

SECTION 9. USE AND DISPOSITION OF PROPERTY.

A. Ownership During Usage by Agency. All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

B. Disposition of Personal Property. In the case of termination of the funding or of any individual project activity, all personal property in the possession of the Delegate Agency or the Agency's representative(s) purchased with funds under this contract shall be returned to the City immediately upon the termination of the contract. The Delegate Agency shall be responsible for any item(s) that are included on the Agency's inventory list. If these items are not returned to the City, the Agency shall forthwith reimburse the City for the appraised value of said item(s) less reasonable depreciation as mutually agreed by the City and the Delegate Agency, unless otherwise specified in Exhibit B.

SECTION 10. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Delegate Agency 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 also, with respect to TBID related services, as described in the separate Agreement Between the City of Wichita, Kansas and Wichita Convention and Tourism Bureau, Inc. (the "TBID Agreement"), and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total payments to the Delegate Agency will not exceed $2,506,851, plus sums provided for and paid under the TBID Agreement, for meeting all Exhibit B performance standards. The Delegate Agency will receive and disburse additional sponsorship monies to the applicant organizations listed on the attached Exhibit C, in a total amount not exceed $150,000.

C. Restriction on Disbursement. No transient guest tax funds shall be disbursed to a subcontractor of the Delegate Agency except pursuant to a written contract that incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City; or if it is determined that the transient guest tax revenues are not sufficient to meet all budgeted services and activities of the total transient guest tax budgets which are established for the year under which this contract is in effect.

SECTION 11. TERMINATION CLAUSE. Upon breach of the contract by the Delegate Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 15, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. Upon cancellation or termination of this contract no further funds shall be payable or paid hereunder; and all funds remaining in the possession of the Delegate Agency at the time the City gives the cancellation notice shall be forthwith returned to the City. Upon breach of the contract by the Delegate Agency, it shall be entitled to be reimbursed by the City for actual expenditures incurred under the Contract.

SECTION 12. AMENDMENTS.

A. Changes. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Delegate Agency mutually agree, changes in this contract may be effected by placing them in written form and incorporating them into this contract.

B. Budget Transfers. All budget transfers shall be approved and signed by all the signatories of the original contract if such a transfer shall substantially change the intent of the contract. Upon determination by the City Manager such an amendment should be presented to the City Council for approval, he shall place the amendment on the City Manager's Agenda for consideration by that governing body.

SECTION 13. PERSONNEL AND SERVICES. All services required herein will be performed by the Delegate Agency under the direction of its Board of Directors.

SECTION 14. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of this contract.

SECTION 15. ANTI-TRUST LITIGATION. For good cause, and as consideration for execution of this contract, the Delegate Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Delegate Agency pursuant to this contract.

SECTION 16. APPENDICES. All exhibits referred in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

SECTION 17. INDEPENDENT CONTRACTOR. The Delegate Agency may negotiate directly for conventions, events and other bookings in order to generate room nights intended to generate a direct economic benefit for the local economy. In so doing, the Delegate Agency will be an independent contractor, and not the agent of the City. The Delegate Agency will not represent or imply to others that it possesses any agency authority on behalf of the City.

In support of the Delegate Agency's endeavors to obtain convention and similar bookings, the City may, from time to time, approve financial support and facilitate accommodations to the Delegate Agency, subject to availability of adequate funds properly budgeted and appropriated for this purpose.

EXHIBIT A Nondiscrimination and Equal Employment Opportunity Statement
EXHIBIT B Performance Criteria
EXHIBIT C 2015 Convention and Promotion Contingency

IN WITNESS WHEREOF, the parties have executed this contract on December __, 2014.

THE CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

DELEGATE AGENCY

_____
Susie Santo, President/CEO
Wichita Convention & Tourism Bureau, Inc.
d/b/a Go Wichita Convention &Visitors
Bureau

Approved as to Form:

_____
Sharon Dickgrafe, Interim Director of Law and City Attorney

Exhibit A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five

thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Agenda Item No. IV-4

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: Operating Partnership Agreement with The Wichita Art Museum, Inc. (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve the Operating Partnership Agreement with The Wichita Art Museum, Inc.

Background: On July 16, 2013, the City Council approved the addendum to the 2008 Cultural Arts Plan. A result of the addendum was the identification of the cultural institutions and the recommendation for the implementation of Operational Partnership Agreements between the City and the Cultural Arts organizations. A cultural institution as defined by the Cultural Arts Plan is an arts and cultural organization with operations and activities in a facility that is owned and/or operated by the City of Wichita.

In the fall of 2013, the City of Wichita began negotiations with the various cultural institutions. Due to the previous historical agreements between the City of Wichita and the various cultural institutions, it was imperative to retain and recognize the unique differences between the various agreements while trying to standardize the expectations for City-owned and/or City-operated facilities. The Wichita Art Museum, Inc. has completed negotiations that define the City's expectations for the organization and identified anticipated funding amounts.

Analysis: The purpose of having the Operational Partnership Agreement is to outline fiduciary and maintenance roles and responsibilities for both the organization and the City. These agreements have been negotiated individually to address the unique relationship the City has with this facility while outlining performance expectations and maintenance responsibilities.

The agreement requires the Museum and/or City to:

- Identify major system maintenance items such as HVAC systems or other systems outlined by City staff during a joint inspection. Maintenance that is identified as the responsibility of the City will be completed at the City's discretion.
- Identify regular system maintenance for minor and routine maintenance the organization will be responsible for performing.
- Agree that the organization shall be responsible for payment of utility services.
- Identify performance measures that are to be reviewed and adjusted after completion and filing of an annual Operating Partnership Agreement Report that addresses the following:
    - Establish and annually review and report identified mission and core goals, which should be supportive of the goals set out in the City's Cultural Arts Plan;
    - Analyze and demonstrate how annual programming activities and functions are appropriate and supportive of the mission and core goals;
    - Maintain the vitality of the governing board by demonstrating how the board attendance and participation requirements have been enforced, how adherence to established term limits have been met and how racial, geographical and economic diversity have been sought; and

    - Demonstrate progress satisfactory to the City toward attainment of the agreed Performance Measures, which will be an attachment, identified as Exhibit B to the contract.
- Identify direct payment of funds that may be used by the organization for operations.
- Prepare an evaluation and review of needs for capital improvements for the individual facilities.
- The City shall continue to retain title to and be responsible for the objects of art in the Museum's collection.
- Agree that at the present time there are employees at the Museum who are City-employees. Effective January 1, 2015, all new employees shall be directly employed by the Museum.

Financial Consideration: The Operating Partnership Agreements identify the direct payment of funds from the General Fund that may be used for each of the organization's operations. Funding in the operating agreement will change annually based on the estimated change in the City's assessed valuation. This will provide the same approximate mill levy equivalent for each of the organizations each year of the agreement.

Legal Consideration: The Operating Partnership Agreement has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Operating Partnership Agreement with The Wichita Art Museum, Inc.

Attachments: Operating Partnership Agreement
Exhibit A - Operating Agreement Annual Report
Exhibit B – Performance Measures

THIRD SUPPLEMENTAL AGREEMENT FOR OPERATION AND MANAGEMENT OF THE WICHITA ART MUSEUM

This Third Supplemental Agreement is entered on _____, 2014, by and between THE CITY OF WICHITA, KANSAS, a municipal corporation ("City") and THE WICHITA ART MUSEUM, INC., a not-for-profit corporation duly organized under the laws of the state of Kansas ("Museum").

WITNESSETH:

Whereas, The Wichita Art Museum, Inc., is a not-for-profit arts and cultural organization which provides education and artistic leadership to the public, and does so in part by management of City-owned facilities pursuant to an Agreement for Operation and Management of the Wichita Art Museum dated January 6, 1998, and supplemental agreements dated April 14, 1998, and October 20, 2009; and

Whereas, it is the City's and the Museum's intent, subject to annual City Council appropriation and the availability of funds to maintain the City-owned facility from which it operates in a manner such that the facility is well maintained and is open, accessible and secure for public use and benefit, while identifying future anticipated funding amounts to assist the City and the Museum to create long range plans.

Therefore, the parties agree to the terms of the following Third Supplemental Agreement (the "Agreement"), to address a rolling, three-year operational plan:

1. **Term**. The Term of this Agreement shall commence on January 1, 2015, and shall continue for a period of three years, unless otherwise terminated under provisions agreed to herein. The parties agree to participate in annual performance reviews, the results of which shall be considered during discussions for extension of this Agreement. The parties anticipate entering into successive extensions or renegotiations of this Agreement, unless the Museum or the City is in default of this Agreement.

2. **The City Facility**.

The Wichita Art Museum facility shall continue to be owned by the City. The entire property is of recognized cultural and/or historical importance. The Museum shall have no authority to transfer title to the building or its fixtures, nor to encumber or cause a lien to be placed on the property.

3. **Maintenance of the City Facility**. Responsibility for maintenance of this property located at 1400 W. Museum Boulevard is allocated between the parties in the following manner:

a. **Major System Maintenance.** The City owns the Wichita Art Museum, a public facility, and shall remain financially responsible for the building and its major building systems and structure. The Museum shall work with the City to identify maintenance issues on an ongoing basis.

b. **Operational Maintenance.** The Museum shall provide custodial services, custodial and consumable supplies to maintain the building. The Museum shall be responsible for all window cleaning as well as seasonal snow and ice removal.

c. **Landscaping Maintenance.** The City shall be responsible for tree care, mowing and sprinkler maintenance for this facility. The City's responsibility is limited to the level and quality of service provided prior to execution of this Agreement. The Museum shall be responsible for maintenance and improvements to planting beds and all new or modified installations of landscaping. The Museum may contract separately with any City department to meet this obligation, or may do so through a private contractor. Maintenance for sidewalks will need to be addressed through the Capital Improvements Program budgeting process.

d. **Insurance.** The City shall procure and pay for an open perils property insurance policy, providing coverage as it deems appropriate for functional repair or replacement of the City's building and other improvements. The City retains discretionary control over the means, manner and timing of any repairs. The City shall procure and pay for fine arts insurance to cover the loss of the City-owned fine arts collection. The cost of the insurance on the collection shall be a direct deduction from the operational funding support otherwise available from the mill levy revenues provided in this Agreement. The City may use the proceeds paid under the property insurance coverage in compensation for any loss at its discretion.

e. **Utilities.** The Museum shall pay all costs for utility services used at the facility or upon the premises, with no responsibility or expense accruing or inuring to the City, including all permits, licenses or authorizations necessary in connection with providing of such services. Such payments by the Museum shall be made directly to the provider of utility services.

f. **Cooperation with Maintenance**. The Museum agrees to work cooperatively and in good faith with the City and contractors in facility improvement and maintenance activities to minimize any disruptions. If requested by the City, the Museum shall cooperate with and assist the City to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such facility development, improvement, and maintenance activities.

g. **Modifications to the Facility.** The Museum shall obtain prior approval from the Division of Cultural Arts and Services before making any modifications to the City facility, whether such modification is intended for preservation, operational efficiency, aesthetic improvement or other purpose. The City retains unfettered discretion on the approval decision. Any modification shall be secured before commencing the work by a public works bond for both performance and payment from a surety approved by the City Attorney, to the extent required by K.S.A. 60-1111. The Museum indemnifies the City against the imposition of any mechanic's lien for work done on the Museum facility.

h. **Waste Prohibited.** The Museum acknowledges that the facility is itself a significant part of the City's cultural heritage, and must be protected. The Museum will guard against and not commit waste of the facility by action or neglect and will cooperate with the City to allow inspections at all reasonable times, and shall report all instances of significant property damage, regardless of cause, in a timely fashion. Should the Museum fail to so report or allow inspection, or be known to have committed waste, the parties recognize that the facility is unique property of substantial value, and stipulate that injunctive relief is appropriate to enforce the provisions of this Agreement.

4. **Museum Governance and Operation:**

a. **Governance.** The Museum shall maintain its status as a non-profit organization, and demonstrate at the request of the City that this status is current. The Museum shall establish and maintain a governing board (the "Board") that operates under reasonable procedural standards that promote transparency for both stakeholders and the public. The Board of the Museum should be comprised of individuals reflecting the interests and perspectives of both stakeholders and the general public. Board service should be subject to reasonable term limits.

b. **Identity**. The Museum must retain its status as a not-for-profit corporation under State of Kansas Law with a specific legal identity and business purpose as registered with the Secretary of State.

c. **Operation.** The Museum shall perform conservation, curation, public education and other activities and duties consistent with its mission and the goals of the City's Cultural Arts Plan. These activities shall be reported to the City for evaluation annually using the Operational Agreement Annual Report form attached as Exhibit A. This form shall be modified as required on a yearly basis to allow current reporting of data.

d. **Art Collection**. The City shall continue to retain title to and be responsible for the objects of art in the Museum's collection, whether held in the name of the City directly or in the name of the former Wichita Art Museum Board. No object of art shall be deaccessioned except by action of the Board, upon approval of the City Council. Any objects of art donated to the Museum shall be used exclusively for Museum purposes; any funds donated to the Museum for the purchase of art shall be used exclusively for the Museum. Objects of art designated permanently for Museum purposes by the City shall not be converted to other uses or permanently altered without the consent of the Board, upon approval of the City Council.

e. **Performance Measures:**

i. The Museum shall analyze and demonstrate how its annual programming, activities and functions are appropriate and supportive of its identified mission and core goals.

ii. The Museum shall maintain the vitality of its governing board by demonstrating how the board attendance and participation requirements has been enforced; how its adherence to established term limits has been met; and how membership from diverse community groups has been sought.

iii. The Museum shall establish and then annually review and report its identified mission and core goals, which should be supportive of the goals set out in the City's Cultural Arts Plan. Museum shall provide quarterly reports to the City on the Museum's current activities, including accessions and their potential financial impact.

iv. The Museum shall demonstrate attainment or progress satisfactory to the City toward attainment of its Agreed Performance Measures, attached at Exhibit B. These Performance Measures are to be reviewed and adjusted after completion and filing of the Operating Agreement Annual Report.

f. **Independence**. Nothing in this Agreement shall be deemed to create an agency or joint venture relationship. Both parties are, and shall remain, separate, independent corporate entities. No employee of either shall be deemed to be the employee or agent of the other. Should any corporate officer or elected official of either body participate as a member of the governing body of the other, that officer or elected official shall only be deemed to be acting on behalf of the individual deliberative body for which he or she is then currently engaged.

g. **Nondiscrimination**. The Museum agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The Museum agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

5. **Financial Stability**. The Museum recognizes that one of its key obligations is to demonstrate the ability to achieve, separate from City support, growth in its direct fundraising capacity or in other financial assets that allow it to provide continuity of services for all Wichita citizens and visitors.

a. **Planning**. The Museum shall include in its Operational Agreement Annual Report (the template for which is shown as Exhibit A to this Agreement) a five (5) year maintenance and operating forecast and a ten (10) year capital improvement forecast, prepared after a careful premises inventory. The Museum and the City shall work cooperatively to prepare such forecasts. These forecasts should clarify the needs of the Museum for both premises and program, and include statements of the anticipated revenue sources for operations and capital. The Museum should seek input from the City Cultural Arts and Services staff, or other City staff, as may be appropriate, when preparing these forecasts, and

anticipate that they may be subject to change upon annual renewal of the Operating Partnership Agreements.

b. **Capital Expenditure Funding.** The Museum and the City shall work cooperatively to prepare, as part of the Museum's annual report to the City, an updated evaluation and needs assessment for capital improvements for the facility. However, the Museum agrees to pay all costs incurred in connection with the construction of any new structures and facilities unless otherwise expressly agreed to in writing by the Museum and the City. In any case of construction, the Museum agrees to make direct payment to all materials, product and service providers for all such costs as they are incurred. The Museum shall have no right, authority, or power to bind the City for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said structures and facilities. Museum agrees to require contractors to name the City as beneficiary of the required original performance bond and the City as additional insured in any comprehensive accident or general liability insurance; builder's risk insurance; or any other policies obtained by the Museum relating to the approved construction.

c. **Direct Support**. Through this Agreement, the City will provide to Museum direct payment of funds that may be used by the Museum for its operations. This funding is tied to the fraction of the Cultural Arts mill levy that is allocated to the Museum by the City Council. The allotment fraction will remain fixed for the three years covered by this Agreement. The absolute dollar amount provided to the Museum will fluctuate from year to year during this Agreement, as do the revenues obtained by the applicable tax mill levy. However, the annual direct support provided by the City to Museum for 2015 will be $1,702,103, and can be approximated at $1,702,103.00, in years two and three. In 2016 and 2017, the City will provide by July 1 of the year preceding the applicable year the preliminary estimate of funding to be provided, based on the estimated assessed valuation provided by the County Clerk. These amounts will be finalized as soon as possible before the beginning of the succeeding year, but not until the County Clerk provides the City the final amount of assessed valuation, which typically occurs annually on or before November 20. The parties understand this section to be an express modification on the financial obligations created in the January 6, 1998, Agreement, and any supplemental agreement between the parties.

6. **Employees of the Museum**. It is acknowledged and agreed by the Museum and the City that at the present time there are employees at the Museum who are City-employees and employees who are directly employed by the Museum. Effective January 1, 2015, all newly hired full-time or part-time employees working at the Museum shall be directly employed by the Museum. These newly hired Museum employees will not be eligible for City benefits under City Council Policy 8 or otherwise. All employees hired prior to that date as City of Wichita employees shall remain City of Wichita employees until their termination. With the necessary oversight and advice of the City, Museum management will govern City employees by City of

Wichita policy processes and requirements to include hiring practices, job description, job classification, payroll, benefits, workplace conduct, evaluation, advancement, discipline, grievance process and termination. This provision shall not be deemed to preclude or inhibit the reclassification and/or advancement of City of Wichita employees hired prior to January 1, 2015. This paragraph is an express change in the employment relationship as foreseen in paragraph IX. A. of the January 6, 1998 Agreement between the parties.

7. **Assignment**. The Museum shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of the City. Any assignment or delegation so made and so permitted shall be subject to all terms, conditions and other provisions of this Agreement.

8. **Indemnification.** Each party shall protect, defend and hold the other, its officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, or other liability loss, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to the use or occupancy of the facility or premises or the acts or omissions of that party's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death, damage or liability loss may occur, except to the extent such injury, death, damage or liability loss is caused by the negligence of the indemnified party. Each party shall give the other reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or termination of this Agreement to the extent that they relate to liabilities, losses, suits, claims, judgments, fines or demands arising from or incident to events occurring during the effective term of this Agreement or an extension or modification thereof.

9. **Insurance Requirements**. The Museum shall procure, maintain and carry, at its sole cost in accordance with this Agreement, all insurance as required per the amounts as set forth below. Insurance shall be furnished by a company meeting with the reasonable approval of the City Attorney. The requirements, procurement and carrying of the required insurance shall not limit any of the Museum's obligations or liability under this Agreement or as a matter of law. Where "minimum limits" of insurance are specified, such minimum insurance limits are required and considered by the City to be the lowest insured amounts acceptable under this Agreement. The Museum is not limited or restricted whatsoever in securing additional insurance coverage and higher insured limits than those specified herein if, at the Museum's determination and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

Insurance shall include the following terms, conditions and minimum limits:

a. **WORKERS' COMPENSATION**

The Museum shall maintain Workers' Compensation insurance for its employees to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas for its operations on the Premises, and when applicable, to

Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

b. **AUTOMOBILE LIABILITY**

The Museum shall maintain automobile insurance, which shall include all owned, non-owned and hired automobiles used on the premises, and shall have minimum bodily injury and property damage limits as outlined herein.

Combined Single Limit	$500,000 Each Accident

c. **COMMERCIAL GENERAL LIABILITY**

The Museum shall maintain Commercial General Liability insurance on an occurrence form. Minimum limits, as outlined herein, shall be:

Annual Aggregate	$500,000
Each Occurrence	$500,000

The City of Wichita shall be added as a primary and non-contributory additional insured, and the Museum acknowledges the contractual responsibility to respond in defense and indemnity for any claims raised by third parties resulting from the negligent acts or omissions of its officers, employees, agents or invitees.

d. **UMBRELLA/EXCESS LIABILITY COVERAGE**

The Museum shall provide minimum Umbrella/Excess liability limits (excess of all automobile and commercial general liability) of:

Each Occurrence Limit	$1,000,000
Annual Aggregate Limit	$1,000,000

The City of Wichita shall be added as primary and non-contributory additional insured covered under this umbrella/excess liability coverage.

The Museum agrees that in the event of future changes in the law or upon notice by the City, the minimum levels of insurance required by this section may be increased within the bounds of commercial reasonableness.

10. **Personal Property.** Any personal property of the Museum or others placed in or upon the premises shall be at the sole risk of the Museum, and the City shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the Museum waives all rights of recovery from or subrogation against the City for such loss or damage unless such loss or damage is the result of the City's negligence. The Museum shall be solely responsible for obtaining insurance policies that provide coverage for losses of Museum-owned property. The City shall not be required to provide such insurance

coverage or be responsible for payment of the Museum's cost for such insurance for the Museum-owned property.

11. **Cancellation**. The City or the Museum, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Agreement by giving the other party sixty (60) days written notice. During this notice period, management from both parties shall confer in an attempt to determine if the dispute may be mitigated sufficiently or resolved prior to expiration of the sixty (60) day period. Barring such satisfactory resolution, the termination shall be effective at the end of the originally noticed sixty (60) day period.

12. **Waste Management**. The Museum shall be responsible for the removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the facility or out of its operation. Such removal shall conform to all governmental requirements and regulations. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine clean-up of the facility and premises. The Museum shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on the premises upon demand of the City. The Museum shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the premises is forbidden. In the event the Museum shall fail to perform its upkeep, maintenance and repair responsibilities, the City may, but is not obligated to, perform maintenance and make repairs thereon and thereto which it determines to be necessary, charging the same cost to the expense of the Museum, to include a twelve percent (12%) administrative fee, upon thirty (30) days prior written notice of its intent to do so.

13. **Severability and Invalid Provisions.** In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the City or the Museum in their respective rights and obligations contained in the valid terms, covenants, conditions or provisions in this Agreement.

14. **Cash Basis and Budget Laws**. The right of the City to enter into this Agreement is subject to the provision of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-29350), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the reasoned opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

15. **Non-Waiver of Rights**. No waiver or default by either party of any of the terms, covenants and conditions to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

16. **Integration**. This Third Supplemental Agreement shall control, to the extent that there are inconsistent provisions between it and any of the prior agreements of the parties.

This Agreement is executed and effective this _____day of _____, 2014.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe, Interim Director of Law

Wichita Art Museum, Inc.

_____
Chair, Board of Trustees

Witnessed:

_____
Print Name:_____
Address:_____
_____

<u>EXHIBIT “A”</u>
OPERATIONAL AGREEMENT ANNUAL REPORT
<u>EXHIBIT “B”</u>
AGREED PERFORMANCE MEASURES

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: Parking Agreement for 271 W. 3rd Street Memorandum of Understanding (District VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

Recommendation: Approve the Memorandum of Understanding for a parking agreement between the City of Wichita and Sedgwick County regarding the area around 271 W. 3rd Street and authorize the necessary signatures.

Background: The Metropolitan Area Building and Construction Department (MABCD) was formed as a consolidated entity between Sedgwick County and the City of Wichita pursuant to a joint ordinance and resolution approved by both governing bodies in 2012. Within the joint ordinance and resolution, it was stated the consolidation was intended "to better serve the public and to make more efficient and effective the customer service provided to all of their citizens and stakeholders." During the merger it was agreed the City and County would seek a joint location to house MABCD and the Metropolitan Area Planning Department (MAPD) and split the costs of this endeavor. The goal was to create a "service center" concept where citizens, contractors, builders and developers could come to a single location to take care of their business needs. At the current time MABCD continues to operate from two separate locations which is inefficient. Sedgwick County is moving forward to procure a building at 271 W. 3rd Street which is conveniently located by City Hall. The County intends to house other county functions within the building but one-half of the space inside the facility will be dedicated to MABCD and MAPD.

Analysis: There are approximately 90 parking spaces associated with the building purchase at 271 W. 3rd Street. This limited amount of parking will be insufficient to meet the needs of MABCD and MAPD along with other services the county intends to provide from this building. All surrounding parking located adjacent to 271 W. 3rd Street is owned and operated by the City of Wichita. To access more parking, the County seeks an agreement with the City of Wichita for the use of 132 additional parking spaces located on lots to the east and north of 271 W. 3rd Street, along with some west of the Rounds and Porter building. This additional parking would enable MAPD and MABCD staff, along with associated customers, to park in reasonable proximity to the 3rd street address.

Financial Considerations: The City will provide the 132 spaces at no cost to the County. In return the County will provide support services such as telephone, computer, and building maintenance to MABCD and MAPD staff, along with City of Wichita Neighborhood Inspectors and other City staff occupying space in the building at no cost to the City.

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

Recommendations/Actions: It is recommended that the City Council approve the Memorandum of Understanding and authorize the necessary signatures.

Attachments: Memorandum of Understanding, Parking Agreement for 271 W. 3rd Street, Appendix A.

AGREEMENT FOR USE OF PARKING LOT
BY AND BETWEEN
THE CITY OF WICHITA, KANSAS AND SEDGWICK COUNTY, KANSAS

THIS AGREEMENT is made and entered into this ____ day of December, 2014, by and between Sedgwick County, Kansas ("County"), and the City of Wichita ("City").

WHEREAS, County has a need for parking spaces for employees and citizens for its operations to be located at 271 W. Third Street, Wichita, Kansas; and

WHEREAS, City has parking spaces available in its three lots located near Third and Main Streets, Wichita, Kansas; and

WHEREAS, County and City desire to state the terms and conditions under which City will make said spaces available to County.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. ***Purpose***. This document shall reflect the intent of the parties by which City will grant use of its parking lots to County.

2. ***Use of Premises***: The City grants to the County the use of 132 parking spaces as follows:

   a) 74 parking spaces at the City's parking lot located at the southwest corner of Third and Main Streets for County employees working at County's offices at 271 West Third Street,

   b) 40 spaces in City's gated lot southwest of City Hall for County employees working at 271 West Third Street; and

   c) 18 spaces at City's Rounds and Porter building lot located near 3rd and Waco Streets for County employees working at 271 West Third Street.

   The parties agree that during the term, the City, which has exclusive control of all above-described parking spaces, shall continue to provide at no additional cost to County, repair, maintenance and snow/ice removal for this parking lot.

3. **Term.** March 1, 2015, but no later than the date that MABCD begins its operations

at 271 West Third Street, and shall continue until either party terminates the agreement pursuant to Section 9.

4. ***Compensation***. The parties agree that no compensation is expected from County to City for use of said parking spaces. In consideration of City's grant of use of said parking spaces, County will assign capital costs of moving the Metropolitan Areas Building and Code Department ("MABCD") to 271 West Third Street to the MABCD departmental budget. In addition, in further consideration of City's grant of use of parking spaces, County will not assess administrative costs to MABCD and MAPD and will assume responsibility for the maintenance of the Hanson software system.

5. Redevelopment of Downtown and Reduction of Current Parking Assets. The parties agree that as redevelopment occurs downtown, some current parking assets may be no longer available. If and when such redevelopment occurs that affects the availability of the spaces provided to County under this agreement, City agrees to use its best efforts to address County's parking needs in the immediate area.

6. ***Notification***. Notices under this Agreement shall be addressed as follows:

County: County Manager's Office
ATTN: Ron Holt
525 N. Main, Suite 343
Wichita, KS 67203

and

Sedgwick County Counselor's Office
Attn: Contract Notification
525 N. Main, Suite 359
Wichita, KS 67203

City:

The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement. This Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

7. ***Governing Law***. This contract shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this contract will be brought before Sedgwick County District Court.

8. ***Incorporation of Documents***. Appendix A – Map, is attached and made a part of this Agreement.

9. ***Indemnification.*** County agrees and covenants that it will hold and save harmless and indemnify City, its elected and appointed officials, officers, agents, servants, employees, volunteers and others working on behalf of City from and against any and all third party claims, demands, loss, or lawsuits, including all costs associated therewith, for any damages, expenses, costs and liabilities that may be awarded by final judgment of a court of competent jurisdiction in the United States, against City by reason of bodily injury and/or death, and/or tangible property damages, which arises out of this agreement to the degree such indemnification is allowed by law, except to the extent attributable to the acts or omissions of the City. The foregoing indemnifications will be provided only if City promptly provides County with written notice of any covered claim and City allows County the opportunity to control the defense and any related settlement negotiations, with full cooperation of City. County will not be liable for or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot strike insurrection, requisition or order of governmental body or authority or other matter beyond the reasonable control of County.

10. ***Termination of Contract***. Either party may terminate this Agreement upon providing 60 days written notice of its intent to terminate to the other party.

11. ***Entire Agreement***. This Agreement and the documents attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect.

12. ***Authority***. Each person executing this Agreement represents and warrants that they are duly authorized to sign on behalf of the entity that is a party to this agreement.

Witness our signatures the day and year first above written.

SEDGWICK COUNTY, KANSAS	CITY OF WICHITA, KANSAS
_____	_____
DAVID M. UNRUH, CHAIRMAN BOARD OF COUNTY COMMISSIONERS	CARL BREWER, MAYOR WICHITA CITY COUNCIL

APPROVED AS TO FORM:

_____
Jennifer Magaña
Deputy County Counselor

ATTEST TO:

_____
KELLY B. ARNOLD
COUNTY CLERK

APPROVED AS TO FORM:

_____
Sharon Dickgrafe
Interim City Attorney

ATTEST TO:

_____
KAREN SUBLETT
CITY CLERK

Appendix A - Map

City of Wichita Map Print

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: 3,327

AGREEMENT FOR USE OF PARKING LOT
By and between
THE CITY OF WICHITA, KANSAS and SEDGWICK COUNTY, KANSAS

THIS AGREEMENT is made and entered into this ____ day of December, 2014, by and between Sedgwick County, Kansas ("County"), and the City of Wichita ("City").

WHEREAS, County has a need for parking spaces for employees and citizens for its operations to be located at 271 W. Third Street, Wichita, Kansas; and

WHEREAS, City has parking spaces available in its three lots located near Third and Main Streets, Wichita, Kansas; and

WHEREAS, County and City desire to state the terms and conditions under which City will make said spaces available to County.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. ***Purpose***. This document shall reflect the intent of the parties by which City will grant use of its parking lots to County.

2. ***Use of Premises***: The City grants to the County the use of 132 parking spaces as follows:

   a) 74 parking spaces at the City's parking lot located at the southwest corner of Third and Main Streets for County employees working at County's offices at 271 West Third Street;

   b) 40 spaces in City's gated lot southwest of City Hall for County employees working at 271 West Third Street; and

   c) 18 spaces at City's Rounds and Porter building lot located near 3rd and Waco Streets for County employees working at 271 West Third Street.

The parties agree that during the term, the City, which has exclusive control of all above-described parking spaces, shall continue to provide at no additional cost to County, repair, maintenance and snow/ice removal for this parking lot.

3. ***Term.*** March 1, 2015, but no later than the date that MABCD begins its operations at 271 West Third Street, and shall continue until either party terminates the Agreement pursuant to Section 9.

4. ***Compensation.*** The parties agree that no compensation is expected from County to City for use of said parking spaces. In consideration of City's grand of use of said parking spaces, County will assign capital costs of moving the Metropolitan Area Building and Construction Department ("MABCD") to 271 West Third Street to the MABCD departmental budget. In addition, in further consideration of City's grant of use of parking spaces, County will not assess administrative costs to MABCD and the Metropolitan Area Planning Department ("MAPD") and will assume responsibility for the maintenance of the Hanson software system.

5. ***Redevelopment of Downtown and Reduction of Current Parking Assets.*** The parties agree that as redevelopment occurs downtown, some current parking assets may be no longer available. If and when such redevelopment occurs that affects the availability of the spaces provided to County under this Agreement, City agrees to use its best efforts to address County's parking needs in the immediate area.

6. ***Notification.*** Notices under this Agreement shall be addressed as follows:

County: County Manager's Office
ATTN: Ron Holt
525 N. Main St, Suite 343
Wichita, KS 67203

and

City: Sedgwick County Counselor's Office
ATTN: Contract Notification
525 N. Main St, Suite 359
Wichita, KS 67203

The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement. This Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

7. ***Governing Law.*** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before Sedgwick County District Court.

8. ***Incorporation of Documents.*** Appendix A – Map, is attached and made a part of this Agreement.

9. ***Indemnification.*** County agrees and covenants that it will hold and save harmless and indemnify City, its elected and appointed officials, officers, agents, servants, employees, volunteers and others working on behalf of City from and against any and all third party claims, demands, loss, or lawsuits, including all costs associated therewith, for any damages, expenses, costs and liabilities that may be awarded by final judgment of a court of competent jurisdiction in the United States, against City by reason of bodily injury and/or death, and/or tangible property damages, which arises out of this Agreement to the degree such indemnification is allowed by law, except to the extent attributable to the acts or omissions of the City. The foregoing indemnifications will be provided only if City promptly provides County with written notice of any covered claim and City allows County the opportunity to control the defense and any related settlement negotiations, with full cooperation of City. County will not be liable for or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike insurrection, requisition or order of governmental body or authority, or other matter beyond the reasonable control of County.

10. ***Termination of Contract.*** Either party may terminate this Agreement upon providing 60 days written notice of its intent to terminate to the other party.

11. ***Entire Agreement.*** This Agreement and the documents attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect.

12. ***Authority.*** Each person executing this Agreement represents and warrants that they are duly authorized to sign on behalf of the entity that is a party to this Agreement.

Witness our signatures the day and year first above written.

SEDGWICK COUNTY, KANSAS	CITY OF WICHITA, KANSAS
_____	_____
DAVID M. UNRUH, CHAIRMAN BOARD OF COUNTY COMMISSIONERS	

APPROVED AS TO FORM:

Jennifer Magaña
Deputy County Counselor

APPROVED AS TO FORM:

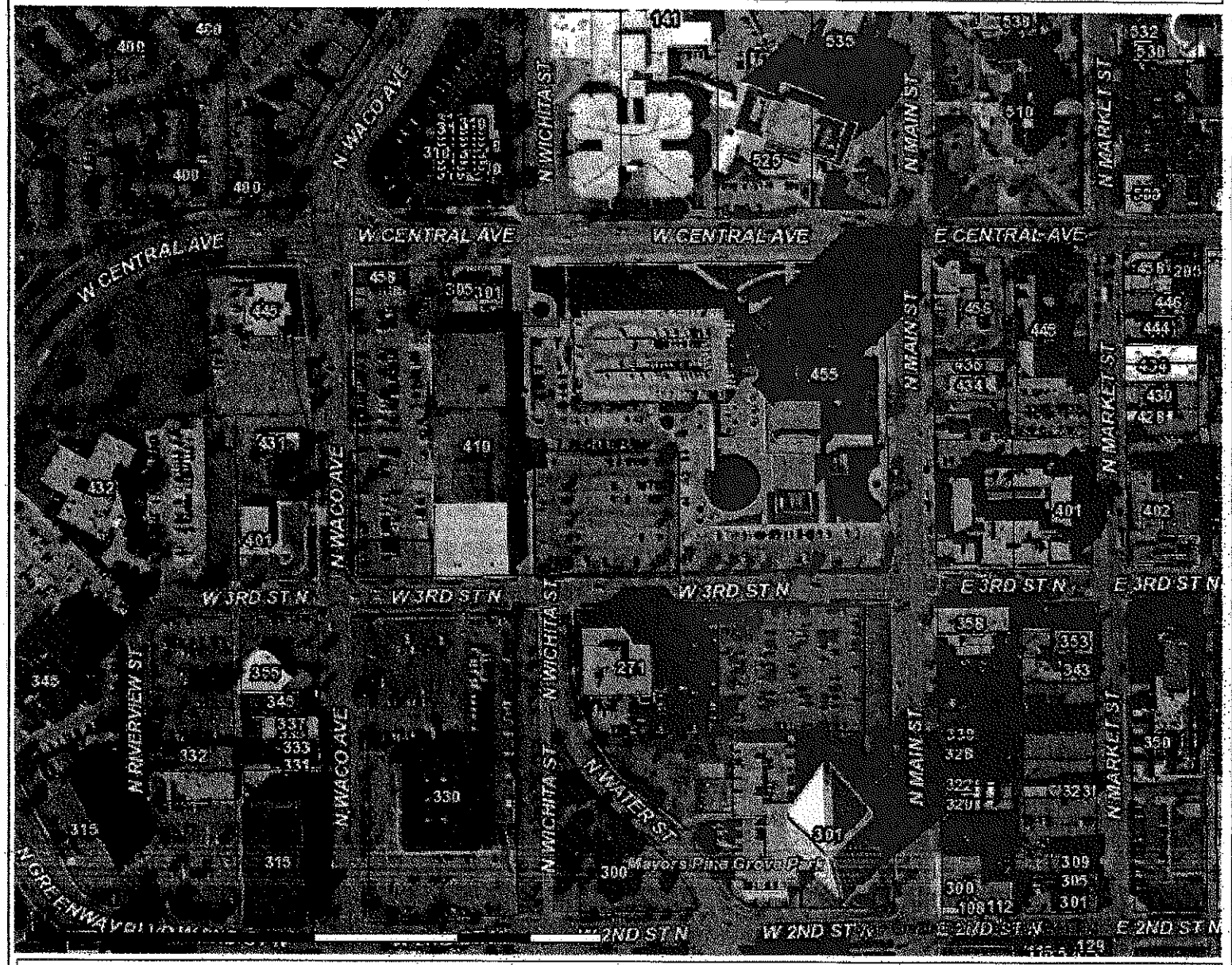
Sharon Dickgrafe
Interim City Attorney

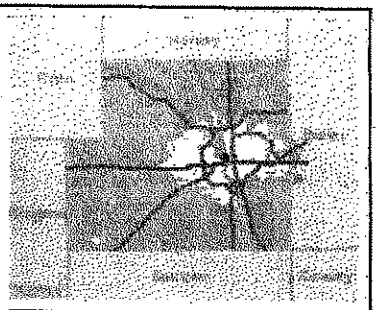
ATTEST TO:

KELLY B. ARNOLD
COUNTY CLERK

APPENDIX A - MAP

City of Wichita Map Print





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: 3,327

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: Charter Ordinances Relating to the Appointment of Municipal Court Judges and Municipal Court Procedures

INITIATED BY: Department of Law

AGENDA: New Business

Recommendation: Approve the ordinances and place on first reading.

Background: The Kansas Municipal Court Procedures Act provides procedures to be utilized by municipal courts in adjudicating ordinance violations. The Act is a non-uniform enactment from which the City has chartered out from its provisions to adopt necessary policies and procedures for court operations. Over time, through changes in the court system and amendment of state statutes, the court's procedures were included in 14 charter ordinances.

The City Code additionally contains charter ordinances establishing the number of, qualifications for, and appointment process of municipal court judges. Like charter ordinances related to court procedures, over time, these specifications have been amended to be contained in eight different charter ordinances.

Analysis: There are two charter ordinances being proposed. The first charter ordinance consolidates the requirements set forth in the previous 14 prior charter ordinances which govern municipal court procedures. Additionally, the charter ordinance includes statutory changes relating to Expungements to be consistent with state law requirements. Lastly, the ordinance recognizes the court's ability to utilize electronic citations.

The second proposed ordinance consolidates all prior charter ordinances relating to municipal court judges. Two substantive changes are recommended. First, that a municipal court judge, like other City employees, may be terminated for violations of the City's Human Resources policies. Secondly, the charter ordinance clarifies that a judge may not be retained based on the results of annual performance evaluations completed in accordance with City Council policies.

Financial Considerations: None.

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

Recommendations/Actions: It is recommended that the City Council place the ordinances on first reading and authorize the necessary signatures.

Attachments: Ordinances.

PUBLISHED IN THE WICHITA EAGLE ON _____, 2014 AND _____, 2014

OCA # _____

November 24, 2014

CHARTER ORDINANCE NO. 223

A CHARTER ORDINANCE EXEMPTING THE CITY OF WICHITA, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-4107, 12-4108, 13-628a AND 13-628d AND AMENDMENTS THERETO RELATING TO APPOINTMENT OF MUNICIPAL COURT JUDGES AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS OF THE SAME SUBJECT AND REPEALING CHARTER ORDINANCES 90, 117, 135, 142, 152, 186, 191 AND 207.

SECTION 1. Be it ordained by the governing body of the City of Wichita, Kansas, a city of the first class, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, that it hereby elects to exempt itself from and makes inapplicable to it, the provisions of K.S.A. 12-4107, 12-4108, 13-628a and 13-628d and provide substitute and additional provisions hereinafter set forth in this ordinance. Such referenced provisions are either enactments or a part thereof which are applicable to the City, but are not applicable uniformly to all cities.

SECTION 2. The judicial power of the City shall be vested in the municipal court of not less than five judges and composed of divisions. The City Council shall designate one of the municipal court judges to serve as the chief judge in charge of the administration of the judicial functions of the court who shall serve at the pleasure of the City Council.

SECTION 3. The City of Wichita shall establish the position of municipal court administrator which shall be responsible for directing the administrative, non-judicial operations of the municipal court, clerk of the municipal court, chief probation officer and who shall be responsible to the chief judge for implementation of the policies of the court regarding judicial functions. The City shall also establish the position of clerk of the municipal court and chief probation officer. The organization, functions and duties of the municipal court administrator, clerk of the municipal court and chief probation officer shall be set forth in an ordinance by the City Council.

SECTION 4. (a) The judges of the municipal court shall be selected as herein provided for terms of four years, the initial terms commencing on the third Tuesday in April.

(b) In the event that a vacancy for the office of municipal court judge is filled during the four-year term provided by subsection (a), then that position shall expire on the expiration date of the term in which the appointment was made.

SECTION 5. The compensation of the judges of the municipal court shall be fixed by the City Council, and salaries for the judges shall be in the same pay grade. Compensation of a judge shall not be diminished during a term of office unless economic conditions cause a reduction in salary for other city employees in similar pay grades. Each municipal court judge shall be evaluated annually according to procedures established by the City Council. Such evaluation shall determine if the judge is qualified to continue to serve as a municipal court judge and if a merit increase should be granted. The evaluation process shall be set forth by a policy adopted by the City Council. The judges shall give their full time to the duties of their office. The judges shall be eligible for all City employment benefits and participation in the city retirement system.

SECTION 6. No judge of the municipal court shall engage in the practice of law.

SECTION 7. Any person who is selected as a municipal court judge shall:

(a) Be a citizen of the United States and a resident of Sedgwick County, Kansas, at the time of his or her selection as well as the time for taking and holding office;

(b) Have been regularly admitted to practice law in the State of Kansas; and

(c) Comply with the residency requirements set forth in City Council Policy No. 25; and

(d) For a period of not less than three years, have engaged in the active practice of law as a lawyer, judge of a court of record or any court in this state, full-time teacher of law in any accredited law school or any combination thereof.

SECTION 8. The judges of the municipal court shall, with the assistance of the City Attorney and the municipal court administrator, prescribe and adopt rules of practice and procedure for the municipal court not inconsistent with sound principles of municipal court administration of justice, this ordinance or with the ordinances of the City or the laws of this state. Said rules shall be revised and updated.

SECTION 9. (a) There is hereby established a Municipal Judge Nominating Commission, which shall consist of five (5) members. Two (2) non-lawyer members of the nominating commission shall be appointed by the City Council. The other three (3) members of the nominating commission shall be lawyers nominated by the governing body of the Wichita Bar Association and appointed by the City Council. In the event the Wichita Bar Association does not nominate members, three (3) lawyers shall be appointed by the City Council. Each member of the commission shall be a qualified elector of the City of Wichita. The commission shall appoint one of its members as chairperson and one as vice-chairperson under such procedures and for such term as the commission may determine by majority vote. The members of the commission shall serve for such term as is provided by ordinance for appointive boards and commissions. Vacancies shall be filled in the same manner as the original appointment.

(b) Whenever a vacancy occurs in the office of municipal court judge, or whenever a vacancy will occur in such office on a specified future date, the City Attorney shall give notice of

such vacancy or expiration of term of office to the Chairperson of the nominating commission. The Chairperson shall call an organizing meeting of the commission to be held with five (5) days after receipt of such notice for the purpose of nominating persons for appointment to such office. The commission shall determine the rules necessary for the conduct of its proceedings and the discharge of its duties. The commission shall not take any final action except at regularly scheduled meetings. A majority of the members of the commission shall constitute a quorum to do business, but no final action shall be taken except upon a vote of the majority of the members of the commission.

(c) Applications for the office of municipal court judge shall be submitted to the City Clerk in such time, manner, and form as may be determined by the City Manager. The City Clerk shall forward the same to the nominating commission.

(d) It shall be the duty of the commission to nominate not less than three (3) persons for each municipal court judge office which is vacant or which term has or will expire, and shall submit the names of the persons so nominated to the City Council. Any person so nominated shall have the qualifications prescribed by statute and ordinance. In order that a vacancy in the office of municipal court judge does not exist for an inordinate length of time, the commission shall conduct the business of selecting nominees for appointment to such office and certifying the same to the City Council as promptly and expeditiously as possible, having due regard for the importance of selecting the best possible nominees. In no event shall the commission submit its nominations to the City Council more than thirty (30) days after notice, unless the City Council permits the extension of such period.

(e) An incumbent municipal court judge shall be deemed to be a candidate for reappointment unless the judge notifies the City Clerk prior to sixty (60) days from the end of his or her term that he or she does not seek to be reappointed. If there is no notification, it shall be assumed that the incumbent wishes to remain in office. The City Council shall have the discretion to consider and vote whether to reappoint an incumbent municipal court judge without referral to the nominating commission. In making its determination, the Council may consider the judge's annual evaluations in determining if such judge should be retained. If the City Council does not exercise its discretion to consider and vote to reappoint an incumbent judge, the procedure for filling a vacancy set out in subsections (b), (c) and (d) of this ordinance will be invoked. In such an instance, an incumbent judge shall be a candidate for nomination under such procedure.

(f) The City Council shall appoint one of the nominees so submitted, or reject all nominees and request the nomination by the commission of additional nominees. If the commission declines to nominate additional nominees within thirty (30) days after being so requested by the City Council, the City Council shall make the appointment from among the persons indicating an interest in the office.

(g) An appointee to the office of municipal court judge shall take and hold office for the term or remainder thereof provided herein, and until reappointed or until a successor is appointed.

SECTION 10. Judges of the municipal court of Wichita, Kansas, shall be subject to recall or removal as provided in the Rules of the Kansas Supreme Court Relating to Judicial Conduct. Further, the chief judge and the two senior district court judges of the Eighteenth Judicial District will act as a committee with the authority to suspend a judge of the municipal court for good cause shown.

Judges may be removed or not retained by the City Council for violations of the City's Human Resources policies or based upon the results of an annual performance evaluation performed by the City Council.

SECTION 11. (a) The judges of the divisions of the municipal court shall have concurrent jurisdiction over all criminal and traffic violations involving the ordinances of the City and arising within the corporate limits of the City.

(b) The divisions of the court shall be in session on each day of the year except Saturdays, Sundays, and legal holidays.

(c) The chief judge shall, upon the effective date of this ordinance and thereafter annually, in conjunction with budget preparation, submit for the approval of the City Council a schedule of the hours during which each division of court shall be in session.

(d) In each division of the court, there shall be daily dockets scheduled for the trial of cases and the transaction of all local business assigned for disposition to such division. In the rules of practice and procedure authorized by the Kansas Code of Procedure for Municipal Courts, K.S.A. 12-4101 *et seq.* and applicable charter ordinances establishing the rules of the court, the judges shall prescribe the schedule of such dockets for the trial and disposition of criminal and traffic violations.

(e) Each judge at a regular session of the division shall have and exercise all the powers and functions which he or she might have and exercise if he or she were the sole judge of the court.

(f) The provisions of K.S.A. 12-4107, and amendments thereto, relating to judges pro tempore shall apply, and the compensation of judges pro tempore shall be fixed by the City Council.

SECTION 12. The originals of Charter Ordinances Nos. 90, 117, 135, 142, 152, 186, 191 and 207 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 13. This ordinance shall be published once each week for two consecutive weeks in the official city paper.

SECTION 14. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of Kansas, in which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

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

_____
Carl Brewer
Mayor

ATTEST: (Seal)

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe
Interim Director of Law

PUBLISHED IN THE WICHITA EAGLE ON _____, 2014 AND _____, 2014

OCA # _____

CHARTER ORDINANCE NO. 224

A CHARTER ORDINANCE EXEMPTING THE CITY OF WICHITA, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-4112, 12-4203, 12-4208, 12-4212, 12-4213, 12-4305, 12-4410, 12-4411, 12-4509, 12-4511, 12-4516 AND 12-4156a AND AMENDMENTS THERETO RELATING TO MUNICIPAL COURT PROCEDURES AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS OF THE SAME SUBJECT AND REPEALING CHARTER ORDINANCES 122, 163, 164, 167, 168, 170, 175, 199, 202, 204, 210, 217, 218 AND 220.

SECTION 1. Be it ordained by the governing body of the City of Wichita, Kansas, a Council-Manager City of the first class, by the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from, and makes inapplicable to it the provisions of K.S.A. 12-4112; 12-4203; 12-4208; 12-4212; 12-4213; 12-4305; 12-4410; 12-4411; 12-4509; 12-4511; 12-4516 and 12-4516a; and amendments thereto, and provides substitute and additional provisions as hereinafter set forth in this ordinance. Such referenced provisions are either enactments or a part thereof which are applicable to this city, but are not applicable uniformly to all cities.

SECTION 2. Municipal Court Costs. (a) Costs may be assessed against accused persons for the administration of justice in any municipal court case where:

(1) the accused person is found guilty; or

(2) the accused person pleads guilty; or

(3) the accused person has failed to comply with a traffic citation as set forth by ordinance.

The costs shall be assessed in accordance with the terms contained in Section 1.04.070 of the Code of the City of Wichita, Kansas, and amendments thereto.

(b) If it appears to the court that the prosecution was instituted without probable cause and for malicious motives, the court may require the complaining witness or other person instituting the prosecution to appear and answer concerning that person's motives for instituting the prosecution. If upon hearing the court determines that the prosecution was instituted without probable cause and from malicious motives, all costs in the case shall be assessed against the complaining witness or other person initiating the prosecution.

(c) At the conclusion of each municipal case, the court shall, where applicable, assess the costs against the responsible party.

SECTION 3. Law Enforcement Officer's Power to Make an Arrest. A law enforcement officer may arrest a person when:

(a) The officer has a warrant commanding that such person be arrested; or

(b) The law enforcement officer has no warrant, but a warrant for the person's arrest has been issued by a municipal court in this state; or

(c) The officer has probable cause to believe that the person is committing or has committed a violation of an ordinance and that the person has intentionally inflicted bodily harm to another person; or

(d) The law enforcement officer, having no warrant, has detained such person when:

(1) The officer has probable cause to believe that the person is committing or has committed a violation of a municipal ordinance and that such person will not be apprehended or evidence of the violation of the ordinance will be irretrievably lost unless such person is immediately detained, or such person may cause injury to self or others or damage to property unless immediately detained; or

(2) Any violation of an ordinance has been or is being committed by such person in the officer's view; and any of the following conditions also exist:

(A) such person refuses to give a written promise to appear in court when served with a notice to appear; or

(B) such person is unable to provide identification of self to the reasonable satisfaction of the law enforcement officer; or

(C) such person is not a resident of the State of Kansas; or

(D) the law enforcement officer has probable cause to believe that such person may cause injury to self or others or may damage property unless immediately arrested.

(e) Any misdemeanor, except a traffic infraction, that has been or is being committed by the person in the officer's view and such misdemeanor has been designated specifically by the Chief of Police, with the approval of the municipal judge, as an offense for which an arrest shall be made.

SECTION 4. Persons under arrest; procedures, right to post bond, release on personal recognizance.

(a) Any person arrested by a law enforcement officer shall be taken immediately by the law enforcement officer to the police station or detention facility of the City or to a location in the City designated by the municipal judge. At that time, the person shall have the right to post bond for the person's appearance in accordance with K.S.A. 12-4301 and K.S.A. 12-4302, and amendments thereto, except as hereinafter provided.

(b) A law enforcement officer may detain a person arrested for violation of a municipal ordinance in protective custody for a period not to exceed six hours, including custody in a city or county jail, if such officer has probable cause to believe that: (1) such person may cause injury to oneself or others, or damage to property; and (2) there is no responsible person or institution to which such person might be released. Any person so held in protective custody shall be permitted to consult with counsel or other persons who may act on such person's behalf. Such person held in protective custody for six hours shall be given an opportunity to post bond for such person's appearance in the municipal court.

(c) Any person held in custody pursuant to the provisions of this section, and who has not made bond for such person's appearance, may be held in custody until the earliest practical time for such person's appearance in municipal court upon a warrant being issued by the municipal court in accordance with K.S.A. 12-4209, and amendments thereto.

(d) Any person who remains in custody for 48 hours pursuant to the provisions of this section after arrest, and who is awaiting a first appearance before a municipal judge in the absence of a warrant being issued, shall be released on the person's personal recognizance. Bond shall be set within 18 hours of the person being placed in custody.

SECTION 5. Schedule of Fines for Violation of Certain Ordinances.

(a) The chief municipal judge shall establish a schedule of fines which shall be imposed for municipal ordinance violations that are classified as ordinance traffic infractions. Also, the municipal judge may establish a schedule of fines which shall be imposed for the violation of certain other ordinances. Such fines shall be imposed upon a voluntary entry of appearance and upon a plea of guilty or no contest to a complaint alleging such violation. Any fine so established shall be within the minimum and maximum allowable fines established by ordinance for such offenses by the governing body. The following traffic violations are specifically excluded from any schedule of fines:

(1) Reckless driving;

(2) Driving while under the influence of alcohol or drugs;

(3) Driving on a suspended or revoked license; and

(4) Refusal of a blood or alcohol test following conviction.

(b) The municipal judge may authorize the Clerk of the Municipal Court or some other person to accept such voluntary appearance by mail or in person, plea of guilty or no

contest and payment of the fine imposed by the schedule. Payment may be made by mail or in person and may be made by any method accepted by the City of Wichita and at any location authorized by the chief judge. The complaint shall not have been complied with if a check is not honored for any reason, or the fine is not paid in full prior to the time specified in the notice to appear. When a person charged with an ordinance traffic infraction or other ordinance violation on a schedule of fines makes payment by mail without executing a written waiver of right to trial and plea of guilty or no contest, the payment shall be deemed such an appearance, waiver of right to trial and plea of no contest.

(c) The schedule of fines and persons authorized to accept such pleas shall be conspicuously displayed in the office where such voluntary appearance, plea of guilty and payment of fines occur.

(d) Whenever any person has been found guilty of a violation of city ordinance upon a verdict or plea, the court may suspend the imposition of the sentence, but in no event shall the total period of suspension of sentence exceed the maximum term provided by ordinance for the violation.

SECTION 6. Procedure for Discovery. The code of criminal procedure shall govern, insofar as applicable, the procedure for discovery. Depositions shall not be taken or used except by written agreement of both parties filed with the court or by order of the court and subject to the code of criminal procedure, insofar as applicable.

SECTION 7. Court Costs and Establishing Court Costs for Post-Conviction Motions.

(a) All parties shall be entitled to the use of subpoenas to compel attendance of witnesses within the state. The municipal court judge or clerk or any person so authorized by the judge's written authorization shall issue a subpoena which may be served by a law enforcement officer upon the named persons. Disobedience may constitute contempt.

(b) Fees and mileage of subpoenaed witnesses shall be assessed in the amount set forth in Section 1.04.070 of the Code of the City of Wichita, Kansas, and amendments thereto. The fees and mileage for the attendance of witnesses shall be assessed as costs; provided, the municipal judge may direct that fees and mileage of witnesses subpoenaed by the accused person be charged against such person if the judge finds that there has been abuse of the use of subpoenas by the accused person.

(c) Whenever any motions or applications for the post-conviction remedies are filed, the cost for filing such motion or application shall be assessed in the amount set forth in Section 1.04.070 of the Code of the City of Wichita, and amendments thereto. The cost shall be paid by the person filing such motion or application. Provided, however, that if it be shown to the court that the person filing such motion or application is indigent, the court may, in its discretion, waive the costs provided for herein and the court shall make a finding of indigency and shall note upon the motion, application or order resulting therefrom that the costs referred to herein have been waived.

SECTION 8. Warrant; contents; form. A warrant shall contain the name of the accused person, or if unknown, any name or description by which the accused person may be identified with reasonable certainty, shall describe the nature of the violation of an ordinance of the City, shall command that the accused person be arrested, shall be signed by the judge of the municipal court, and shall state the amount of the appearance bond to be required. A warrant shall be deemed sufficient if substantially in the form set forth in K.S.A. 12-4208, and amendments thereto; and a warrant shall be deemed valid if ordered by the municipal court judge and issued electronically by the court's computer system. Further, the requirement that the judge sign the warrant shall be sufficiently fulfilled if the electronically issued warrant is printed and signed by the judge after the arrest of the accused person.

SECTION 9. Preparation and service of complaints, notices to appear, and warrants.

(a) In the event that the form of citation provided for in K.S.A. 12-4205 and amendments thereto includes a written statement of the essential facts constituting a violation of an ordinance of the City of Wichita, Kansas, as required by law and as prepared and signed by the law enforcement officer of the City of Wichita or other official designated by the Code of the City of Wichita to enforce ordinances, then such citation, when filed with the Clerk of the Municipal Court, shall be deemed a lawful complaint for the purpose of prosecution under this ordinance.

(b) A copy of the complaint shall be served, together with a notice to appear or a warrant, by a law enforcement officer or other official or person designated by the Code of the City of Wichita to enforce ordinances upon the accused person, and the complaint shall forthwith be filed with the Municipal Court except that a complaint may be filed initially with the municipal court and, if so filed, a copy of the complaint shall forth with be delivered to the City Attorney.

(c) If the City Attorney fails either to cause a notice to appear or to request a warrant to be issued on a complaint initially filed with the municipal court, the municipal judge may, upon affidavits filed with such judge alleging the violation of an ordinance, order the City Attorney to institute proceedings against any person. Any such municipal judge shall be disqualified from sitting in any case wherein such order was entered and is further prohibited from communicating about such case with any other municipal judge or municipal judge pro tem appointed to preside therein.

(d) Electronic citations may be issued by law enforcement officers in compliance with K.S.A. 12-4115 et. seq.

SECTION 10. The municipal judge may parole any person confined to jail as a result of a conviction of a violation of a City ordinance and may set such conditions and restrictions of such parole as the judge sees fit to impose, for a term of parole not exceeding two years, and may at any time discharge such person for good cause shown; provided, however, that nothing herein shall authorize or empower the municipal judge to grant parole to any person confined to jail as a result of a conviction of a violation of a City ordinance which provides for a mandatory, minimum sentence of imprisonment, before such person has served such minimum sentence.

The term of parole ordered by the court is subject to renewal and extension for additional periods not exceeding an additional two years for any misdemeanor case upon the municipal court's finding that the defendant has not yet successfully completed the conditions imposed therein within the original term of such parole.

After notice and hearing, the municipal judge may revoke such parole for violation of conditions by directing the Chief of Police or the warrant office to execute the sentence and again confine the accused person to jail for the time specified by the court, which shall not exceed the initial jail sentence imposed, less the time served.

SECTION 11. (a) Whenever a person is found guilty of the violation of an ordinance, the municipal judge may, unless otherwise required by law to impose a mandatory, minimum sentence or fine, imprisonment, or both: (1) release the person without imposition of sentence; (2) release the person on probation after the imposition of sentence, without imprisonment or the payment of a fine or a portion thereof, subject to conditions imposed by the court; (3) impose a sentence of house arrest as provided for in K.S.A. 21-6609, and amendments thereto; or (4) impose such sentence of fine, imprisonment or both, as may be authorized for the ordinance violation.

(b) Whenever a person is found guilty of the violation of an ordinance and there is evidence that the act constituting the violation of the ordinance was substantially related to the possession, use or ingestion of a cereal malt beverage or an alcoholic beverage by such person, the judge may, in addition to the disposition authorized by subsection (a), order such person to attend and satisfactorily complete an alcohol or drug education or training program certified by the chief judge or licensed by the Secretary of Social and Rehabilitation Services or the Secretary of the Department for Children and Families.

(c) Except as provided in subsection (d), in addition to or in lieu of any other sentence authorized by law, whenever a person is convicted of having violated, while under 21 years of age, Section 4.04.017, 4.04.040, 11.38.158 or Chapter 5.26 of the Code of the City of Wichita, and amendments thereto, the municipal judge shall order such person to submit to and complete an alcohol and drug evaluation by a community-based alcohol and drug safety action program certified pursuant to K.S.A. 8-1008, and amendments thereto, and to pay a fee not to exceed the fee established by that statute for such evaluation. If the judge finds that the person is indigent, the fee may be waived.

(d) If the person is 18 or more years of age, but less than 21 years of age and is convicted of a violation of Section 4.04.017, and amendments thereto, involving cereal malt beverage, the provisions of subsection (c) are permissive and not mandatory;

(e) In addition to any other sentence authorized by law, whenever a person is convicted of any criminal offense, the municipal judge shall determine whether the defendant committed a domestic violence offense, as defined by Section 1.06.010. If the judge determines that the defendant has committed a domestic violence offense, the court shall place a domestic violence designation on the criminal case and shall sentence the defendant, in addition to any conditions set forth in paragraph (f) below, to undergo a domestic violence offender assessment

conducted by a certified batterer intervention program and follow all recommendations made by such program unless otherwise ordered by the court. The court may order a domestic violence offender assessment prior to sentencing if the assessment or evaluation would assist the court in determining an appropriate sentence. The entity completing the assessment or evaluation shall provide the assessment or evaluation and recommendations to the court and the court shall provide the domestic violence offender assessment to any entity responsible for supervising such defendant. A defendant ordered to undergo a domestic violence offender assessment shall be required to pay for the assessment and, unless otherwise ordered by the court, for completion of all recommendations.

The court shall not place a domestic violence designation on the criminal case and the defendant shall not be subject to the provisions of this section only if the court finds on the record that:

(1) the defendant has not previously committed a domestic violence offense or participated in a diversion upon a complaint alleging a domestic violence offense; and

(2) the domestic violence offense was not used to coerce, control, punish, intimidate or take revenge against a person with whom the offender is involved or has been involved in a dating relationship or against a family or household member.

(f) The court may impose any conditions of probation or suspension of sentence that the court deems proper, including, but not limited to, requiring that the defendant:

(1) Avoid such injurious and vicious habits, as directed by the court or the probation officer;

(2) avoid such persons or places of disreputable or harmful character, as directed by the court or the probation officer;

(3) report to the probation office as directed;

(4) permit the probation officer to visit the defendant at home or elsewhere;

(5) work faithfully at suitable employment insofar as possible;

(6) remain within the state unless the court grants permission to leave;

(7) pay a fine or costs, applicable to the ordinance violation, in one or several sums and in the manner as directed by the court;

(8) support the defendant's dependents;

(9) reside in a residential facility located in the community and participate in educational counseling, work and other correctional or rehabilitative programs;

(10) perform community or public service work for local governmental agencies, private corporations organized not for profit, or charitable or social service organizations performing services for the community;

(11) perform services under a system of day fines whereby the defendant is required to satisfy fines, costs or reparation or restitution obligations by performing services for a period of days determined by the court on the basis of ability to pay, standard of living, support obligations and other factors;

(12) make reparation or restitution to the aggrieved party for the damage or loss caused by the defendant's crime, in an amount and manner determined by the court and to the person specified by the court; or

(13) reimburse the city, in accordance with any order made under subsection (g), for all or part of the reasonable expenditures by the city to provide counsel and other defense services to the defendant.

(g) In addition to or in lieu of any other sentence authorized by law, whenever a person is found guilty of the violation of an ordinance the judge may order such person to reimburse the city for all or a part of the reasonable expenditures by the city to provide counsel and other defense services to the defendant. In determining the amount and method of payment of such sum, the court shall take account of the services provided, the financial resources of the defendant and the nature of the burden that payment of such sum will impose. A defendant who has been required to pay such sum and who is not willfully in default in the payment thereof may at any time petition the court which sentenced the defendant to waive payment of such sum or any unpaid portion thereof. If it appears to the satisfaction of the court that payment of the amount due will impose manifest hardship on the defendant or the defendant's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.

SECTION 12. Expungements of Convictions. For the purposes of this section, expungement means the sealing of records such that they are unavailable except to the petitioner and criminal justice agencies as provided by K.S.A. 22-4701 *et seq.* and amendments thereto and except as provided by this Code.

(a) Except as otherwise provided by this section, any person who has been convicted of a violation of a City ordinance of this Code may petition the municipal court for the expungement of such conviction and related arrest records if three (3) or more years have elapsed since the person:

(1) satisfied the sentence imposed; or

(2) was discharged from probation, parole or a suspended sentence.

(b) Except as otherwise provided by this section, any person who has fulfilled the terms of a diversion agreement based on a violation of a City ordinance of this state may petition the court for the expungement of such diversion agreement and related arrest records if three (3) or more years have elapsed since the terms of the diversion agreement were fulfilled.

(c) Any person convicted of the violation of a City ordinance which would also constitute a violation of K.S.A. 21-3512, prior to its repeal, or a violation of K.S.A. 21-6419, and amendments thereto, or who entered into a diversion agreement in lieu of further criminal proceedings for such violation, may petition the convicting court for the expungement of such conviction or diversion agreement and related arrest records if:

(1) One or more years have elapsed since the person satisfied the sentence imposed or the terms of a diversion agreement or was discharged from probation, parole, conditional release or a suspended sentence; and

(2) Such person can prove they were acting under coercion caused by the act of another. For purposes of this subsection, "coercion" means: threats of harm or physical restraint against any person; a scheme, plan or pattern intended to cause a person to believe that failure to perform an act would result in bodily harm or physical restraint against any person; or the abuse or threatened abuse of the legal process.

(d) No person may petition for expungement until five or more years have elapsed since the person satisfied the sentence imposed or the terms of a diversion agreement or was discharged from probation, parole, conditional release or a suspended sentence, if such person was convicted of the violation of a city ordinance which would also constitute:

(1) Driving while the privilege to operate a motor vehicle on the public highways of this state has been canceled, suspended or revoked, as prohibited by K.S.A. 8-262, and amendments thereto and Section 11.42.030 of the Code of the City of Wichita;

(2) Failing to stop at the scene of an accident and perform the duties required by Sections 11.12.010 through 11.12.050 of the Code of the City of Wichita, and amendments thereto;

(3) A violation of the provisions of Section 11.13.010 of the Code of the City of Wichita, and amendments thereto, relating to motor vehicle liability insurance coverage; or

(e) No person may petition for expungement until ten (10) or more years have elapsed since the person satisfied the sentence imposed or the terms of a diversion agreement or was discharged from probation, parole, conditional release or a suspended sentence, if such person was convicted of the violation of Section 11.38.150 of the Code of the City of Wichita, and amendments thereto relating to Driving Under the Influence of Alcohol and/or Drugs.

(f) There shall be no expungement of convictions or diversions for a violation of Section 11.38.155 of the Code of the City of Wichita, and amendments thereto relating to the Driving of a Commercial Vehicle while Under the Influence of Alcohol and/or Drugs.

(g) There shall be no expungements of any conviction or any part of the offender's criminal record for any offender who is required to register as provided by the Kansas Offender

Registration Act, K.S.A. 22-4001, *et seq.*, while the offender is required to register as provided in the Kansas Offender Registration Act.

(h) When a petition for expungement is filed, the court shall set a date for a hearing of such petition and shall cause notice of such hearing to be given to the prosecuting attorney and the arresting law enforcement agency. The petition shall state the:

(1) Defendant's full name;

(2) Full name of the defendant at the time of arrest, conviction or diversion, if different than the defendant's current name;

(3) Defendant's sex, race and date of birth;

(4) Crime for which the defendant was arrested, convicted or diverted;

(5) Date of the defendant's arrest, conviction or diversion; and

(6) Identity of the convicting court, arresting law enforcement agency or diverting authority.

(i) The municipal court shall prescribe a fee to be charged as costs for a person petitioning for an order of expungement pursuant to this section.

(j) Any person who may have relevant information about the petitioner may testify at the hearing. The court may inquire into the background of the petitioner and shall have access to any reports or records relating to the petitioner that are on file with the secretary of corrections or the prisoner review board.

(k) At the hearing on the petition, the court shall order the petitioner's arrest record, conviction or diversion expunged if the court finds that:

(1) The petitioner has not been convicted of a felony in the past two years and no proceeding involving any such crime is presently pending or being instituted against the petitioner;

(2) The circumstances and behavior of the petitioner warrant the expungement; and

(3) The expungement is consistent with the public welfare.

(l) When the court has ordered an arrest record, conviction or diversion expunged, the order of expungement shall state the information required to be contained in the petition. The Clerk of the Municipal Court shall send a certified copy of the order of expungement to the Kansas Bureau of Investigation which shall notify the Federal Bureau of Investigation, the Secretary of Corrections and any other criminal justice agency which may have a record of the

arrest, conviction or diversion. After the order of expungement is entered, the petitioner shall be treated as not having been arrested, convicted or diverted of the crime, except that:

(1) Upon conviction for any subsequent crime, the conviction that was expunged may be considered as a prior conviction in determining the sentence to be imposed;

(2) The petitioner shall disclose that the arrest, conviction or diversion occurred if asked about previous arrests, convictions or diversions:

(A) In any application for employment as a detective with a private detective agency, as defined by K.S.A. 75-7b01, and amendments thereto; as security personnel with a private patrol operator, as defined by K.S.A. 75-7b01, and amendments thereto; or with an institution, as defined in K.S.A. 75-12a01, and amendments thereto, of the Department for Children and Families;

(B) In any application for admission, or for an order of reinstatement, to the practice of law in this state;

(C) To aid in determining the petitioner's qualifications for employment with the Kansas Lottery or for work in sensitive areas within the Kansas Lottery as deemed appropriate by the executive director of the Kansas Lottery;

(D) To aid in determining the petitioner's qualifications for executive director of the Kansas Racing and Gaming Commission, for employment with the commission or for work in sensitive areas in pari-mutuel racing as deemed appropriate by the executive director of the commission, or to aid in determining qualifications for licensure or renewal of licensure by the commission;

(E) To aid in determining the petitioner's qualifications for the following under the Kansas Expanded Lottery Act: (i) Lottery gaming facility manager or prospective manager, racetrack gaming facility manager or prospective manager, licensee or certificate holder; or (ii) an officer, director, employee, owner, agent or contractor thereof;

(F) Upon application for a commercial driver's license under K.S.A. 8-2,125 through 8-2,142, and amendments thereto;

(G) To aid in determining the petitioner's qualifications to be an employee of the state gaming agency;

(H) To aid in determining the petitioner's qualifications to be an employee of a tribal gaming commission or to hold a license issue pursuant to a tribal-state gaming compact;

(I) In any application for registration as a broker-dealer, agent, investment adviser or investment adviser representative all as defined in K.S.A. 17-12a102, and amendments thereto;

(J) In any application for employment as a law enforcement officer, as defined in K.S.A. 22-2202 or K.S.A. 74-5602, and amendments thereto; or

(m) To aid in determining the petitioner's qualifications for a license to carry a concealed weapons pursuant to the Personal and Family Protection Act, K.S.A. 75-7c01 et seq., and amendments thereto;

(1) The court, in the order of expungement, may specify other circumstances under which the arrest, conviction or diversion is to be disclosed; and

(2) The conviction may be disclosed in a subsequent prosecution for an offense which requires as an element of such offense a prior conviction of the type expunged.

(n) Whenever a person is convicted of an ordinance violation, pleads guilty and pays a fine for such a violation, is placed on parole or probation or is granted a suspended sentence for such a violation, the person shall be informed of the ability to expunge the arrest records, or conviction. Whenever a person enters into a diversion agreement, the person shall be informed of the ability to expunge the diversion.

(o) Subject to the disclosures required by this section, in any application for employment, license or other civil right or privilege, or any appearance as a witness, a person whose arrest records, conviction or diversion of an offense has been expunged under this statute may state that such person has never been arrested, convicted or diverted of such offense.

(p) Whenever the record of any arrest, conviction or diversion has been expunged under the provisions of this section or under the provisions of any other existing or former statute, the custodian of the records of arrest, conviction, diversion and incarceration relating to that crime shall not disclose the existence of such records, except when requested by:

(1) The person whose record was expunged;

(2) A private detective agency or a private patrol operator, and the request is accompanied by a statement that the request is being made in conjunction with an application for employment with such agency or operator by the person whose record has been expunged;

(3) A court, upon a showing of a subsequent conviction of the person whose record has been expunged;

(4) The Secretary of the Department for Children and Families, or a designee of the secretary, for the purpose of obtaining information relating to employment in an institution, as defined in K.S.A. 76-12a01, and amendments thereto, of the department for children and families of any person whose record has been expunged;

(5) A person entitled to such information pursuant to the terms of the expungement order;

(6) A prosecuting attorney, and such request is accompanied by a statement that the request is being made in conjunction with a prosecution of an offense that requires a prior conviction as one of the elements of such offense;

(7) The Supreme Court, the clerk or disciplinary administrator thereof, the state Board for Admission of Attorneys or the state board for discipline of attorneys, and the request is accompanied by a statement that the request is being made in conjunction with an application for admission, or for an order of reinstatement, to the practice of law in this state by the person whose record has been expunged;

(8) The Kansas Lottery, and the request is accompanied by a statement that the request is being made to aid in determining qualifications for employment with the Kansas Lottery or for work in sensitive areas within the Kansas lottery as deemed appropriate by the executive director of the Kansas Lottery;

(9) The governor or the Kansas Racing and Gaming Commission, or a designee of the commission, and the request is accompanied by a statement that the request is being made to aid in determining qualifications for executive director of the commission, for employment with the commission, for work in sensitive areas in pari-mutuel racing as deemed appropriate by the executive director of the commission or for licensure, renewal of licensure or continued licensure by the commission;

(10) The Kansas Racing and Gaming Commission, or a designee of the commission, and the request is accompanied by a statement that the request is being made to aid in determining qualifications for the following under the Kansas Expanded Lottery Act: (A) Lottery gaming facility managers and prospective managers, racetrack gaming facility managers and prospective managers, licensees and certificate holders; and (B) their officers, directors, employees, owners, agents and contractors;

(11) The state gaming agency, and the request is accompanied by a statement that the request is being made to aid in determining qualifications: (A) to be an employee of the state gaming agency; or (B) to be an employee of a tribal gaming commission or to hold a license issued pursuant to a tribal-state gaming compact;

(12) The Kansas Securities Commissioner, or a designee of the Commissioner, and the request is accompanied by a statement that the request is being made in conjunction with an application for registration as a broker-dealer, agent, investment adviser or investment adviser representative by such agency and the application was submitted by the person whose record has been expunged;

(13) The Attorney General, and the request is accompanied by a statement that the request is being made to aid in determining qualifications for a license to carry a concealed weapon pursuant to the Personal and Family Protection Act;

(14) The Kansas Sentencing Commission;

(15) The Kansas Commission on Peace Officers' Standards and Training and the request is accompanied by a statement that the request is being made to aid in determining certification eligibility as a law enforcement officer pursuant to K.S.A. 74-5601 et seq., and amendments thereto; or

(16) A law enforcement agency and the request is accompanied by a statement that the request is being made to aid in determining eligibility for employment as a law enforcement officer as defined by K.S.A. 22-2202, and amendments thereto.

SECTION 13. Expungement of Arrest Records. (a) Any person who has been arrested on a violation of a City ordinance of this state may petition the court for the expungement of such arrest record. For the purposes of this section, expungement means the sealing of records such that they are unavailable except to the petitioner and criminal justice agencies as provided by K.S.A. 22-4701 *et seq.* and amendments thereto and except as provided by this Code.

(b) When a petition for expungement is filed, the court shall set a date for hearing on such petition and shall cause notice of such hearing to be given to the prosecuting attorney and the arresting law enforcement agency. The petition shall state:

(1) The petitioner's full name;

(2) The full name of the petitioner at the time of arrest, if different than the petitioner's current name;

(3) The petitioner's sex, race and date of birth;

(4) The crime for which the petitioner was arrested;

(5) The date of the petitioner's arrest; and

(6) The identity of the arresting law enforcement agency.

A municipal court may prescribe a fee to be charged as costs for a person petitioning for an order of expungement pursuant to this section. Any person who may have relevant information about the petitioner may testify at the hearing. The court may inquire into the background of the petitioner.

(c) At the hearing on a petition for expungement, the court shall order the arrest record and subsequent court proceedings, if any, expunged upon finding:

(1) The arrest occurred because of mistaken identity;

(2) A court has found that there was no probable cause for the arrest;

(3) The petitioner was found not guilty in court proceedings;

(4) The expungement would be in the best interests of justice and:

(A) charges have been dismissed; or

(B) no charges have been or are likely to be filed.

(d) When the court has ordered expungement of an arrest record and subsequent court proceedings, if any, the order shall state the information required to be stated in the petition and shall state the grounds for expungement under subsection (c). The Clerk of the Municipal Court shall send a certified copy of the order to the Kansas Bureau of Investigation which shall notify the Federal Bureau of Investigation, the Secretary of Corrections and any other criminal justice agency which may have a record of the arrest. If an order of expungement is entered, the petitioner shall be treated as not having been arrested.

(e) If the ground for expungement is as provided in subsection (c)(4), the court shall determine whether, in the interest of public welfare, the records should be available for any of the following purposes:

(1) In any application for employment as a detective with a private detective agency, as defined by K.S.A. 75-7b01, and amendments thereto; as security personnel with a private patrol operator, as defined by K.S.A. 75-7b01, and amendments thereto; or with an institution, as defined in K.S.A. 76-12a01, and amendments thereto, of the Department of Social and Rehabilitation Services;

(2) In any application for admission, or for an order of reinstatement, to the practice of law in this state;

(3) To aid in determining the petitioner's qualifications for employment with the Kansas lottery or for work in sensitive areas within the Kansas Lottery as deemed appropriate by the executive director of the Kansas Lottery.

(4) To aid in determining the petitioner's qualifications for executive director of the Kansas Racing Commission, for employment with the commission or for work in sensitive areas in pari-mutuel racing as deemed appropriate by the executive director of the commission, or to aid in determining qualifications for licensure or renewal of licensure by the commission;

(5) In any application for a commercial driver's license under K.S.A. 8-2,125 through 8-2,142, and amendments thereto;

(6) To aid in determining the petitioner's qualifications to be an employee of the state gaming agency;

(7) To aid in determining the petitioner's qualifications to be an employee of a tribal gaming commission or to hold a license issued pursuant to a tribal-state gaming compact; or

(8) In any other circumstances which the court deems appropriate.

(f) The court shall make all expunged records and related information in such court's possession, created prior to, on and after July 1, 2011, available to the Kansas Bureau of Investigation for the purpose of:

(1) Completing a person's criminal history record information within the central repository in accordance with K.S.A. 22-4701 et seq., and amendments thereto; or

(2) Providing information or documentation to the Federal Bureau of Investigation, in connection with the national instant criminal background check system, to determine a person's qualification to possess a firearm.

(g) Subject to any disclosures required under subsection (e), in any application for employment, license or other civil right or privilege, or any appearance as a witness, a person whose arrest records have been expunged as provided in this section may state that such person has never been arrested.

(h) Whenever a petitioner's arrest records have been expunged as provided in this section, the custodian of the records of arrest, incarceration due to arrest or court proceedings related to the arrest, shall not disclose the arrest or any information related to the arrest, except as directed by the order of expungement or when requested by the person whose arrest record was expunged.

SECTION 14. The originals of Charter Ordinances Nos. 122, 163, 164, 167, 168, 170, 175, 199, 202, 204, 210, 217, 218 and 220 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 15. This ordinance shall be published once each week for two consecutive weeks in the official city paper.

SECTION 16. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of Kansas, in which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

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

_____

Carl Brewer
Mayor

ATTEST: (Seal)

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe
Interim Director of Law

Agenda Item No. VIII-1

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: Council Policy Municipal Court Judicial Evaluations

INITIATED BY: City Council

AGENDA: City Council

Recommendation: Approve the City Council Policy for Municipal Court Judicial Evaluations.

Background: Charter Ordinance No. 191 provides that the appointment and compensation of Municipal Court Judges shall be set by the City Council. The ordinance also provides that judges will be evaluated according to procedures established by the City Council. Since 2002, the City Council Policy for judicial evaluations requires a committee comprised of two City Council members, a Sedgwick County District Court Judge, the Wichita Bar Association President, and a member of the public to meet annually to complete an evaluation of each judge. The evaluation is to consist of written questionnaires, essays, and interviews of judges, attorneys and Court Watch Program volunteers as well as others with personal knowledge of the judge. Additionally, during the last year of a judge's term of office, surveys are to be mailed to a random sample of attorneys, witnesses, victims, and Municipal Court staff. Surveys are also made available to the public appearing in Municipal Court. The survey results are to be utilized by the City Council in determining if individual judges should be retained, reappointed, and/or receive merit increases.

In 2013, Council Member Meitzner and Council Member Williams were designated by the City Council to conduct a process for evaluating and reappointing Municipal Court Judges. During the evaluation process, staff was directed to review the evaluation policy and determine if a more efficient process could be implemented. Council Members were concerned that the current process is overly time consuming, does not include objective performance measurement, requires the involvement of several outside agencies, and as a result evaluations are not conducted annually as required by policy. City Council requested a process be implemented that would be completed annually and provide enough information for Council to make timely and informed decisions regarding evaluations, merit increases, and reappointments. City Council suggested the process be efficient, allow for stakeholder input, and include objective performance measurements.

Analysis: The Municipal Court Administrator, with the assistance of the Interim City Attorney and a Wichita State University Masters of Public Administration student, conducted a review of the current policy, evaluation processes used by peer cities, and best practices recommended by the National Center for State Courts and the International City/County Management Association. As a result of this review, a revised policy for Municipal Court Judicial Evaluations is being proposed. The proposed policy includes stakeholder surveys, requires judges to complete an annual self-evaluation, provides City Council with an annual report of key performance measures, and includes a timeline to help ensure evaluations are completed in a timely manner.

Financial Considerations: The cost of the annual evaluation process and merit increases is included in the Municipal Court expenditure budget.

Legal Considerations: The proposed City Council Policy for Municipal Court Judicial Evaluations has been reviewed by the Law Department and complies with Charter Ordinance 191.

Recommendations/Actions: It is recommended that the City Council approve the Policy for Municipal Court Judicial Evaluations.

Attachments:
Council Policy Municipal Court Judicial Evaluations
2002 Evaluation Procedures for Wichita Municipal Court Judges
Judicial Self-Evaluation form

City Council Policy

Policy No.____
December 16, 2014

Subject: Municipal Court Judicial Evaluations

It shall be the policy of the City Council of the City of Wichita to conduct an annual performance evaluation of the Municipal Court Judges to determine if the judges should continue serving as Municipal Court Judges and if a merit increase should be granted.

I. Evaluation Committee and Duties:

A Judicial Evaluation Committee comprised of three City Council members will direct an annual evaluation process for Municipal Court Judges and provide written recommendations to the City Council regarding continuation of judges' terms of office, reappointments at the end of judges' terms of office, and merit increases. The Human Resources Director and the Municipal Court Administrator will assist the committee during the evaluation process.

Upon completion of the evaluation process, the committee will rate the performance of each judge, and assign an overall rating that will be submitted to the City Council. Judges will be assigned a performance rating of "accomplished", "satisfactory", or "unsatisfactory" in the areas evaluated.

City Council will review the ratings and recommendations submitted by the Judicial Evaluation Committee, determine whether each judge should continue to serve as a Municipal Court Judge and if a merit increase should be granted. During the final year of term of office, the City Council shall determine whether each judge should be reappointed to another four year term and if a merit increase should be granted.

City Council will take official action on whether each judge should continue their term of office, be reappointed at the conclusion of their term of office, and/or receive a merit increase no later than the third Tuesday in April.

The documentation of all annual evaluations and any documents received by the evaluation committee shall be considered as confidential personnel matters and will be exempt from disclosure to the extent allowed by the Kansas Open Records Act. City Council may elect to release a report summarizing survey results and evaluation related information to the public.

II. Evaluation Procedures:

Annual Evaluation Process

The committee's annual evaluation process shall include:

1. Each January two groups of Municipal Court stakeholders will be surveyed regarding the performance of Municipal Court Judges. Group A: a sample of attorneys appearing in Municipal Court will be surveyed regarding each judge's ability to interpret and apply the law, rules of procedure and evidence, legal precedent, and principles of courtroom management. Group B: a sample of non-attorneys appearing in Municipal Court including law enforcement, court staff, and inspectors will be surveyed regarding access and treatment of persons appearing before the court in terms of fairness, equality, and respect. Surveys will provide an opportunity for respondents to provide feedback related to each respective judge that the respondent has appeared before within the previous 12 months.

2. An annual self-evaluation will be completed by each judge and submitted to the HR Director by the first Monday in February. The self-evaluation will address the evaluation criteria listed below, as well as challenges within each judge's division, strategies implemented to improve outcomes, professional development, and complaints received.

3. The Court Administrator will provide a report of key Municipal Court performance measures. The report will include both qualitative and quantitative performance measures that detail the Court's judiciary outcomes and workload.

4. The committee may also elect to review information available from the public record, and meet individually with each judge or City staff to gather additional information as needed.

5. No later than the first Monday in March, the HR Director and Court Administrator will provide the judicial evaluation committee with a summary of survey results, self-evaluations from each judge, the Court Administrator's performance measure report, and any additional information requested by the committee.

Reappointment Evaluation Process

The evaluation administered during the final year of each judge's term of office will include a recommendation to City Council as to whether each judge should be reappointed. The reappointment recommendation shall be based on a review of annual survey results, judicial self-evaluations, performance measure reports, ratings given during each year of a judge's term of office, and any additional information obtained during the annual evaluation process.

Municipal Court Judge Evaluation Criteria

The primary criteria to be used in evaluating the Municipal Court Judges is whether the individual judge has demonstrated his or her ability to serve as a Municipal Court Judge utilizing the following factors:

- Adherence to the scheduling of all dockets, hearings, other courtroom assignments and the rules of the Municipal Court.
- Cooperation with other judges and the Chief Judge, by attending judges meetings, completing assignments and assisting where needed.
- Ability to act with courtesy and patience to all people who appear before the court.
- Providing advance notice of anticipated absences and/or use of leave.
- Devotes appropriate time and consideration to judicial cases.
- Proper demeanor so as to not discredit the court, its employees or other judges.
- Fairness, including sensitivity to diversity and bias.
- Legal knowledge and skills (competence).
- Integrity.
- Experience.
- Diligence.
- Impartiality.
- Judicial temperament.
- Respect for the rule of law.
- Professional conduct.

Chief Judge Evaluation Criteria

In addition to the criteria set forth above, the Chief Judge shall also be evaluated annually on the following criteria:

- Adherence to Administrative Requirements.
- Management skills.
- Devoting appropriate time to all pending matters.
- Discharging administrative responsibilities diligently.

- Willingness to establish effective working relationships with other City staff, Municipal Court Judges, the Municipal Court Administrator, attorneys and the public.
- Willingness and ability to enforce the rules of the Municipal Court.
- Ability to make courtroom assignments to ensure adequate coverage of each docket.
- Participation on subcommittees designed to improve the functioning of the court.
- Ability to initiate and develop new court procedures to enable the Municipal Court to operate more effectively and efficiently.

Performance Standards

1. ACCOMPLISHED: The incumbent performed all job responsibilities proficiently and skillfully, demonstrating a high degree of knowledge of the job requirements. The work done by the incumbent has provided a considerable contribution to the Court. The incumbent has met all stated standards at the "Accomplished" level.

2. ACCEPTABLE: The incumbent generally performs most job responsibilities at an acceptable level, but work performance is less than the "Accomplished" level.

3. UNSATISFACTORY: The incumbent may perform some job responsibilities at an acceptable level but improvement is required in some areas. The incumbent has not met an "Acceptable" level of performance and warrants further evaluation.

Timeline

1. Stakeholder survey January 1st- 31st
2. Judicial self-evaluations due to HR 1st Monday in February
3. Survey results, self-evaluations, performance measure report submitted to Judicial Evaluation Committee 1st Monday in March
4. Council action 3rd Tuesday in April

CITY OF WICHITA JUDICIAL SELF-EVALUATION
2014 Performance Appraisal Period

Employee Name: 0T

Job Title: 0T

Dept. & Division: 0T

An important part of the appraisal process is your own view of your work. Please complete this worksheet and submit to HR by February 1, 2015.

1. **What are the most important duties of a Municipal Court Judge?**
   0T

2. **What steps have you taken to continue your professional development during the past year?**
   0T

3. **What are your strengths as a judge and what areas could you improve upon in the next year?**
   0T

4. **What strategies have you implemented to improve outcomes?**
   0T

5. **Describe your efforts to remain current on changes in local, state or federal laws that impact Municipal Court.**
   0T

6. **What issues or challenges impacting Municipal Court do you anticipate in the next year and how do you propose those challenges be addressed?**
   0T

7. **Have you received any formal judicial ethics or disciplinary complaints during the past year? If so, how were those complaints resolved?**
   0T

8. **Any other comments?**
   0T

Signature: _____ Date: _____

City Council Policy

Policy No.____
April 9, 2002

Subject: Evaluation Procedures for Wichita Municipal Court Judges

It shall be the policy of the City Council of the City of Wichita to have an annual performance evaluation of the Municipal Court Judges to determine if the judges are qualified to continue to serve as municipal court judges or if a merit increase should be granted.

I. Evaluation Committee:

A committee comprised of two City Council members, a Sedgwick County District Court Judge, the Wichita Bar Association President, and a member of the public will meet annually to complete an evaluation of each judge.

II. Evaluation Procedures:

a. Criteria

The primary criteria to be used in evaluating the municipal court judges is whether the individual judge has demonstrated his or her ability to serve as a municipal court judge utilizing the following factors:

- Adherence to the scheduling of all dockets, hearings, other courtroom assignments and the rules of the municipal court.
- Cooperation with other judges and the administrative judge in completing assignments and assisting where needed.
- Ability to act with courtesy and patience to court staff, litigants, victims, citizens and prosecution and defense attorneys who appear before the court.
- Participation in all judge's meetings.
- Actions with respect to providing advance notice of absences due to vacation, sick leave, military leave.
- Fair treatment of defendants, which appear before the court.
- Courteous treatment of court staff and prosecutors.
- Devotes appropriate time and consideration to judicial cases.
- Adherence to hours of work.
- Proper demeanor so as to not discredit the court, its employees or other judges.
- Fairness, including sensitivity to diversity and bias.
- Legal knowledge and skills (competence).
- Integrity.
- Experience.
- Diligence.
- Punctuality.

- Impartiality.
- Judicial temperament.
- Respect for the rule of law.
- Professional conduct.

These evaluation criteria would be provided to each municipal court judge upon the judge's appointment by the City Council.

b. Administrative Judge Criteria:

In addition to the criteria set forth above, the administrative judge shall also be evaluated annually on the following criteria:

- Adherence to Administrative Requirements.
- Management skills.
- Devoting appropriate time to all pending matters.
- Discharging administrative responsibilities diligently.
- Willingness to establish effective working relationships with other City staff, municipal court judges, the Municipal Court Administrator, attorneys and the public.
- Willingness and ability to enforce the rules of the Wichita Municipal Court.
- Ability to make courtroom assignments to ensure adequate coverage of each docket.
- Participation on subcommittees designed to improve the functioning of the court.
- Ability to initiate and develop new court procedures to enable the municipal court to operate more effectively and efficiently.

c. Annual Evaluation Process:

During the first three years of the term office, the committee's annual evaluation process shall include:

1. A review of a written informational questionnaire provided to the committee by the judge, including details of the judge's career and professional development. Such questionnaire shall include information regarding any disciplinary complaints and the discipline, if any, administered by the Judicial Qualifications Committee;

2. A review of the judge's written responses to the committee's essay questionnaire;

3. Interviews of judges, attorneys, Court Watch Program volunteers, and others with personal knowledge about the judge, including those who have and those who have not been referred to the committee by the judge;

4. An interview of the judge, completed by members of the committee; and

5. A review of any other information available from public record.

d. Retention Evaluation Process:

During the last year and prior to the end of a judge's term of office, written questionnaires regarding the judge's performance will be distributed to a sample of attorneys, witnesses, victims and court staff. Surveys will be mailed to a random sample of attorneys, witnesses, victims, court and probation staff. Additionally, surveys will be available to the public in the Wichita Municipal Court.

The survey results will be compiled by the Kansas Appleseed Center for Law and Justice. A report regarding the survey will be prepared for the City Council. The survey results will be released to the public. The survey results as well as prior annual evaluations may be utilized by the City Council in determining if the individual judge should be reappointed.

The survey results shall be completed in lieu of the evaluation committee's report and recommendations for the last year of the judge's term of office.

e. Ratings System:

If a judge has demonstrated the ability to perform the work required of a judge in all areas, the committee would assign a rating of "qualified". If the judge has demonstrated excellence in most of these areas, the committee would assign a rating of "well qualified". If a judge has demonstrated excellence in all of these areas, the committee would assign a rating of "highly qualified". If a judge has not demonstrated that he or she meets all of the criteria, the committee would assign a rating of "not qualified".

In evaluating the judges, the committee shall state written reasons for its conclusions. These written conclusions shall be submitted to the City Council for consideration by the City Council.

f. Confidentiality of Records:

The documentation of all annual evaluations and any documents received by the evaluation committee shall be considered as confidential personnel matters and will be exempt from disclosure to the extent allowed by the Kansas Open Records Act. The results shall only be disclosed to the City Council for its consideration.

III. Additional Programs and Training:

There are additional programs that the City Council is implementing in conjunction with the evaluation procedure for the municipal court judges.

a. Development of a Court Watch Program: A court watch program will be established by the City Council as an additional component of the evaluation process.

Court watchers are trained volunteers (members of the community) who make observations regarding the skills and behaviors of the participants in the courtroom; i.e., judges, prosecutors and defense attorneys. Court watchers also record observations concerning the way the court system affects the lay people who enter it; i.e., victims, witnesses and defendants. The court watchers' reports would be forwarded to the Evaluation Committee and the City Council. Implementation of the program includes adequate and complete training for the court watchers, city staff to monitor and provide assistance to court watchers and funding for costs associated with the program.

b. Additional Training for Judges: A program will be established for all municipal court judges to attend the National Judicial College in Reno, Nevada. The training is important to provide judicial education for the municipal court judges including, but not limited to conducting trials, courtroom decorum, evidence, and fundamental constitutional rights of criminal defendants.

Wichita, Kansas
December 15, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadlé, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel Fellow representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated December 8, 2014, were read and on motion approved.

Bids were opened December 12, 2014, pursuant to advertisements published on:

2014 Sanitary Sewer Reconstruction Phase 14 (north of Harry, east of Seneca) (468-85005/ 620720/664025) Traffic to be maintained during construction using flag persons and barricades. (District I)

Stannard Construction Company Inc. -$114,126.87

2015 Utility Cut Repair of Streets, Driveways and Sidewalks (within City of Wichita city limits) (472-85192/132035/620701/636246/133116/) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, III, IV, V, VI)

Kansas Paving Company* - $1,114,100.00 *Negotiated to Engineer's Estimate

Amidon, 21st to 29th Street North (472-84914/707023/636306/620716/210488/77407/664023) (see Special Provisions). (District VI)

Cornejo & Sons, LLC* - $6,698,957.80
*Award 1/6/2015 Subject to City Council Approval of New Engineer's Estimate and Budget Authorization.

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

PUBLIC WORKS AND UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION: Rubber Tired Tractor-Backhoe/Loader.

McCullough Enterprises - $179,408.00 Base Bid
Standard Option 1
Standard Option 2
$946.00 Option 4 (each)
Standard Option 5

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Restroom Remodel and ADA Upgrades.

Van Asdale Construction LLC - $90,000.00

PUBLIC WORKS AND UTILITIES DEPARTMENT/PRODUCTION AND PUMPING DIVISION: Anhydrous Ammonia (Bulk Delivery)

Airgas Specialty Products Inc.* - $62,000.00
*Estimate – Contract approved on unit cost basis; refer to attachments.

HOUSING AND COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING DIVISION: Replace Kitchen Cabinets Manor Apartments.

S & A Construction Inc. - $82,984.00

PARK AND RECREATION DEPARTMENT/RECREATION DIVISION: Exercise Equipment.

Mid States Fitness - $66,536.00 Group 1
Mid States Fitness - $22,645.00 Group 2
Advanced Healthstyles Fitness Equipment - $2,465.00 Group 3
Advanced Healthstyles Fitness Equipment - $4,395.00 Group 4

PARK AND RECREATION DEPARTMENT/FORESTRY DIVISION: Trees, Ornamental and Shade.

John Deere Landscapes - $3,600.00 Group 1
John Deere Landscapes - $4,270.00 Group 2
Johnsons Garden Center -$2,575.00 Group 3
Johnsons Garden Center -$2,260.00 Group 4
Johnsons Garden Center -$1,548.75 Group 5
John Deere Landscapes - $2,925.00 Group 6
Johnsons Garden Center -$2,487.50 Group 7
Johnsons Garden Center -$3,400.00 Group 8
Johnsons Garden Center -$1,200.00 Group 9
Johnsons Garden Center -$2,805.00 Group 10
Johnsons Garden Center -$3,272.50 Group 11
John Deere Landscapes - $4,340.00 Group 12
Johnsons Garden Center -$3,780.00 Group 13
Johnsons Garden Center -$3,450.00 Group 14
Johnsons Garden Center -$2,581.25 Group 15

Johnsons Garden Center -$2,581.25 Group 16
John Deere Landscapes - $3,075.00 Group 17
John Deere Landscapes*-$1,280.00 Group 18 *Tie Bid- Award by Coin Toss
Johnsons Garden Center -$2,580.00 Group 19

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Uniform Rental-Public Works and Utilities.

Aramark Unitform and Career Apparel Group Inc.* - $1,035.11
*Estimate – Contract approved on unit cost basis; refer to attachments.

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: December 15, 2014

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER
December 12, 2014

2014 Sanitary Sewer Reconstruction Phase 14 (north of Harry, east of Seneca) – Public Works & Utilities Department/Engineering Division
Stannard Construction Company, Inc. **$114,126.87**

2015 Utility Cut Repair of Streets, Driveways and Sidewalks (within City of Wichita City Limits) – Public Works & Utilities Department/Engineering Division
Kansas Paving Company **(Negotiated to Engineer's Estimate)** **$1,114,100.00**

Paving – Amidon – 21st to 29th Street North – Public Works & Utilities Department/Engineering Division
Cornejo & Sons, LLC **(Award 1/6/2015 Subject to City Council Approval of New Engineer's Estimate and Budget Authorization)** **$6,698,957.80**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER
December 12, 2014

Rubber Tired Tractor - Loader/Backhoe – Public Works & Utilities Department/Water Distribution Division

McCullough Enterprises	**Base Bid**	**$179,408.00**
	Option 1	**Standard**
	Option 2	**Standard**
	Option 4 (Add) (Per Each)	**$946.00**
	Option 5	**Standard**

Sim Park Golf Course Clubhouse Restroom Remodel and ADA Upgrade and Auburn Hills Golf Course Site ADA Upgrade – Public Works & Utilities Department/Fleet & Facilities Division
Van Asdale Construction, LLC **$90,000.00**

Anhydrous Ammonia (Bulk Delivery) – Public Works & Utilities Department/Production & Pumping Division
Airgas Specialty Products, Inc. **(Per Ton)** **$1,240.00**

Replacement of Kitchen Cabinets at Greenway and McLean Manor – Housing & Community Services Department/Public Housing Division
S & A Construction, Inc. **$82,984.00**

Exercise Equipment – Park & Recreation Department/Recreation Division

Mid-States Fitness **(Deferred from December 8, 2014)**	**Group 1**	**$66,536.00**
Advanced Healthstyles Fitness Equipment	**Group 2**	**$22,645.00**
	Group 3	**$2,465.00**
	Group 4	**$4,395.00**

Trees, Ornamental & Shade – Park & Recreation Department/Forestry Division (Deferred from December 8, 2014)

John Deere Landscapes	**Group 1**	**$3,600.00**
Johnson's Garden Center, Inc.	**Group 2**	**$4,270.00**
	Group 3	**$2,575.00**
	Group 4	**$2,260.00**
	Group 5	**$1,548.75**
John Deere Landscapes	**Group 6**	**$2,925.00**
Johnson's Garden Center, Inc.	**Group 7**	**$2,487.50**
	Group 8	**$3,400.00**
	Group 9	**$1,200.00**
	Group 10	**$2,805.00**
	Group 11	**$3,272.50**

John Deere Landscapes	**Group 12**	**$4,340.00**
Johnson's Garden Center, Inc.	**Group 13**	**$3,780.00**
	Group 14	**$3,450.00**
	Group 15	**$2,581.25**
John Deere Landscapes	**Group 16**	**$2,581.25**
	Group 17	**$3,075.00**
Johnson's Garden Center, Inc.	**Group 18**	**$1,280.00***
***Tie Bid – Award By Coin Toss**	**Group 19**	**$2,580.00**

Uniform Rental – Public Works & Utilities Department/Fleet & Facilities; Street Maintenance and Storm Water Divisions (Deferred from December 8, 2014) (See Exhibit B for Itemized Pricing in the Formal Bid Report)

Aramark Uniform & Career Apparel Group, Inc. **$1,035.11**

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

Melinda A. Walker
Purchasing Manager

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - December 12, 2014

RQ441294

FB440238		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	McCullough Excavation
2014 Sanitary Sewer Reconstruction Phase 14		$269,700.00	$199,575.00	$165,020.00	$169,950.00
(north of Harry, east of Seneca)	BID BOND				
468-85005	ADDENDA	1			
(620720)					
		Engineer's Construction Estimate	Utilities Plus	Stannard Construction Co. Inc.	Danco Enterprises
2014 Sanitary Sewer Reconstruction Phase 14		$269,700.00	$156,296.00	$114,126.87	$132,388.00
(north of Harry, east of Seneca)	BID BOND			X	X
468-85005	ADDENDA	1		X	
(620720)					
		Engineer's Construction Estimate	Forshee Plumbing LLC	Wichita Excavation	
2014 Sanitary Sewer Reconstruction Phase 14		$269,700.00	$137,369.00	$208,715.00	
(north of Harry, east of Seneca)	BID BOND		X	X	
468-85005	ADDENDA	1		X	
(620720)					
		Engineer's Construction Estimate			
2014 Sanitary Sewer Reconstruction Phase 14		$269,700.00			
(north of Harry, east of Seneca)	BID BOND				
468-85005	ADDENDA	1			
(620720)					

CHECKED BY: KP

REVIEWED BY: ps

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - December 12, 2014

RQ441297

FB440243		Engineer's Construction Estimate	Cornejo & Sons LLC	Kansas Paving Company	PPJ Construction
2015 Utility Cut Repair of Streets, Driveways and Sidewalks		$1,114,100.00	$1,132,045.00	$1,116,700.00	$1,129,650.00
(within City of Wichita city limits)	BID BOND				X
	ADDENDA	0			
472-85192(132035/620701/636246/133116)					
		Engineer's Construction Estimate	Dondlinger & Sons		
2015 Utility Cut Repair of Streets, Driveways and Sidewalks		$1,114,100.00			
(within City of Wichita city limits)	BID BOND				
	ADDENDA	0			
472-85192(132035/620701/636246/133116)					
		Engineer's Construction Estimate			
2015 Utility Cut Repair of Streets, Driveways and Sidewalks		$1,114,100.00			
(within City of Wichita city limits)	BID BOND				
	ADDENDA	0			
472-85192(132035/620701/636246/133116)					
		Engineer's Construction Estimate			
2015 Utility Cut Repair of Streets, Driveways and Sidewalks		$1,114,100.00			
(within City of Wichita city limits)	BID BOND				
	ADDENDA	0			
472-85192(132035/620701/636246/133116)					

CONTRACT NEGOTIATED FOR ENGINEER'S ESTIMATE $1,114,100.00

CHECKED BY: KP

REVIEWED BY: PG

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - December 12, 2014

RQ441248/RQ441249

FB440228		Engineer's Construction Estimate	APAC - Kansas Inc	Kansas Paving Company	Cornejo & Sons LLC
Amidon - 21st to 29th Street North			$8,749,253.30	$7,269,364.87	$6,698,957.80
	BID BOND			X	
	ADDENDA	3			
472-84914 707023/636306/620718					
		Engineer's Construction Estimate	Dondlinger & Sons		
Amidon - 21st to 29th Street North					
	BID BOND				
	ADDENDA	3			
472-84914 707023/636306/620718					
		Engineer's Construction Estimate			
Amidon - 21st to 29th Street North					
	BID BOND				
	ADDENDA	3			
472-84914 707023/636306/620718					
		Engineer's Construction Estimate			
Amidon - 21st to 29th Street North					
	BID BOND				
	ADDENDA	3			
472-84914 707023/636306/620718					

Award 1-6-2015 subject to City Council approval of new Engineer's Estimate and budget authorization.

CHECKED BY: KP

REVIEWED BY: _____

City of Wichita, Kansas

BID RESULTS

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

Vendor Group Line

Solicitation: FB440224 **Rubber Tired Tractor-Backhoe/Loader** **Close Date/Time:** 12/12/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Water Distribution

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
SELLERS EQUIPMENT INC	Complete	$176,226.00	Does not meet specifications
MCCULLOUGH ENTERPRISES	Complete	$183,454.00	Award 12/16/2014 Base Bid w/Opt 1,2,4,5 Public Works & Utilities Dept/Water Distribution Div
FOLEY EQUIPMENT CO INC	Complete	$184,239.98	

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City of WICHITA

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440224 **Rubber Tired Tractor-Backhoe/Loader** **Close Date/Time:** 12/12/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Water Distribution

Go to: 001

Return to the Bid List

Responses: 3

Line 001 | Base Bid: New Unused Current Model Rubber Tired Tractor-Loader/Backhoe
Manufacturer_____ Model_____ Year_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	2	Each	$79,681.0000	$159,362.00	Complete	JCB 3CX-14 Super 2015
FOLEY EQUIPMENT CO INC	2	Each	$82,630.4800	$165,260.96	Complete	Caterpillar 416F2 Backhoe Loader.
MCCULLOUGH ENTERPRISES	2	Each	$89,704.0000	$179,408.00	Complete	New Holland B95CTC 2014-2015

Line 002 | OPTION # 1: Four Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	$0.0000	$0.00	Complete	Standard No Charge
MCCULLOUGH ENTERPRISES	1	Each	$0.0000	$0.00	Complete	standard
FOLEY EQUIPMENT CO INC	1	Each	$7,060.2500	$7,060.25	Complete	

Line 003 | OPTION # 2: Quick Disconnect Loader Bucket

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MCCULLOUGH ENTERPRISES	1	Each	$0.0000	$0.00	Complete	standard
SELLERS EQUIPMENT INC	1	Each	$6,875.0000	$6,875.00	Complete	
FOLEY EQUIPMENT CO INC	1	Each	$7,683.7700	$7,683.77	Complete	

Line 004 | OPTION # 3: 48" Quick Disconnect Loader Forks

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	$2,478.3900	$2,478.39	Complete	
SELLERS EQUIPMENT	1	Each	$2,610.0000	$2,610.00	Complete	

INC					
MCCULLOUGH ENTERPRISES	1	Each	$3,100.0000	$3,100.00	Complete

Line 005 | OPTION # 4: Additional Warranty: 2 Year / 2,000 Hour Warranty on the Hydraulic System and the Powertrain to Include Parts and Labor in Addition to the Standard Warranty for Coverage for a Minimum of 3 Year / 3,000 Hours

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	$791.1400	$791.14	Complete	
MCCULLOUGH ENTERPRISES	1	Each	$946.0000	$946.00	Complete	
SELLERS EQUIPMENT INC	1	Each	$1,500.0000	$1,500.00	Complete	

Line 006 | OPTION # 5: 2-Lever Pilot Controls with Pattern Changer for Backhoe

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	$0.0000	$0.00	Complete	Included in the price.
MCCULLOUGH ENTERPRISES	1	Each	$0.0000	$0.00	Complete	standard
SELLERS EQUIPMENT INC	1	Each	$3,724.0000	$3,724.00	Complete	

Line 007 | OPTION # 6: Glide Ride-Reduces Bucket Spill When Traveling Over Rough Terrain

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MCCULLOUGH ENTERPRISES	1	Each	$0.0000	$0.00	Complete	standard
FOLEY EQUIPMENT CO INC	1	Each	$965.4700	$965.47	Complete	
SELLERS EQUIPMENT INC	1	Each	$2,155.0000	$2,155.00	Complete	

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440231

Restroom Remodel and ADA Uprgrades

Close Date/Time: 12/12/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 5

Vendors	Complete	Bid Total	City Comments
VAN ASDALE CONSTRUCTION LLC	Complete	$90,000.00	Award 12-16-14 Public Works & Utilities Dept./Fleet & Facilities Division
BAUER & SON CONSTRUCTION CO INC	Complete	$101,100.00	
PENNER CONSTRUCTION SERVICES, INC.	Complete	$117,300.00	
JACO GENERAL CONTRACTOR INC	Complete	$118,134.00	
SUTHERLAND BUILDERS INC	Complete	$134,850.00	

BIDS WITHIN ARCHITECTS ESTIMATE

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Architect's Estimate: $170,362.00

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440237 **Anhydrous Ammonia (Bulk Delivery)** **Close Date/Time:** 12/12/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Water Production and Pumping Division

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
AIRGAS SPECIALTY PRODUCTS INC	Complete	$62,000.00	Award 12-16-14 Public Works & Utilities Dept./Production & Pumping Division
TANNER INDUSTRIES INC	Complete	$78,000.00	

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440237 **Anhydrous Ammonia (Bulk Delivery)** **Close Date/Time:** 12/12/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Water Production and Pumping Division

Go to: 001

Return to the Bid List

Responses: 2

Line 001 | ANHYDOUS AMMONIA - BULK DELIVERY MEETS ANSI/NSF STANDARD 60 AND BE NSF CERTIFIED. BID PRICE IS FIRM _____ OR ESCALATING/DE-ESCALATING _____.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
AIRGAS SPECIALTY PRODUCTS INC	50	Ton	$1,240.0000	$62,000.00	Complete	
TANNER INDUSTRIES INC	50	Ton	$1,560.0000	$78,000.00	Complete	Min 20,000 lbs. Price firm thru 12/31/15. Lead Time - 2 to 7 days NSF Documentation, Spec Sheet and MSDS sent thru US mail.

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440240 **Replace Kitchen Cabinets Manor Apts** **Close Date/Time:** 12/12/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Housing and Community Services

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
S & A CONSTRUCTION INC	Complete	$82,984.00	Award 12-16-14 Housing & Community Services Dept./Public Housing Division
THE WILSON GROUP, INC.	Complete	$113,400.00	
ARAMBULA CONSTRUCTION CO INC	Complete	$131,251.00	

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440217 **Exercise Equipment** **Close Date/Time:** 11/21/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Parks

Return to the Bid List

Responses: 4

Vendors	Complete	Bid Total	City Comments
PRO MAXIMA MFG LTD	Complete	$69,250.00	Did not meet specificaions Group 1, 2, & 4
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	Complete	$72,755.44	Award 12/16/14 Park & Recreation Dept/Recreation Div, Group 3 & 4, Did not meet spec Grp 1 & 2
MID STATES FITNESS	Complete	$96,376.00	Award 12/16/14 Park & Recreation Department/Recreation Division, Group 1 & Group 2
BSN SPORTS INC	Partial	$17,501.24	

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440217 **Exercise Equipment** **Close Date/Time:** 11/21/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Parks

Go to: 1

Return to the Bid List

Responses: 4

Group 1

Vendors	Complete	Group Total Net Bid
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	Complete	$46,680.00
PRO MAXIMA MFG LTD	Complete	$47,200.00
MID STATES FITNESS	Complete	$66,536.00
BSN SPORTS INC	Partial	$13,777.90

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Group 2

Vendors	Complete	Group Total Net Bid
PRO MAXIMA MFG LTD	Complete	$16,050.00
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	Complete	$19,215.44
MID STATES FITNESS	Complete	$22,645.00
BSN SPORTS INC	Partial	$3,498.56

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Group 3

Vendors	Complete	Group Total Net Bid
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	Complete	$2,465.00
PRO MAXIMA MFG LTD	Complete	$2,500.00
MID STATES FITNESS	Complete	$2,695.00
BSN SPORTS INC	Partial	$224.78

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Group 4

Vendors	Complete	Group Total Net Bid
PRO MAXIMA MFG LTD	Complete	$3,500.00
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	Complete	$4,395.00
MID STATES FITNESS	Complete	$4,500.00
BSN SPORTS INC	*In-Complete*	*$0.00*

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440217 **Exercise Equipment** **Close Date/Time:** 11/21/2014 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Group

Department: Parks **Responses:** 4

Go to: 001

Line 001 | Group 1 - Cardio Equipment Precor TRM 835 Treadmill (4 units) or approved equal
Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BSN SPORTS INC	4	Each	$2,228.2900	$8,913.16	Complete	alt spec bsn spirit 1364697
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	4	Each	$4,995.0000	$19,980.00	Complete	life fitness clst 0100
PRO MAXIMA MFG LTD	4	Each	$5,100.0000	$20,400.00	Complete	promaxima 525t
MID STATES FITNESS	4	Each	$6,465.0000	$25,860.00	Complete	precor trm 835

Line 002 | Group 1 - Cardio Equipment Precor EFX 835 Elliptical Fitness Crosstrainer (2 units) or approved equal
Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRO MAXIMA MFG LTD	2	Each	$3,800.0000	$7,600.00	Complete	promaxima 525e
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	2	Each	$3,895.0000	$7,790.00	Complete	lf clsx 000
MID STATES FITNESS	2	Each	$5,995.0000	$11,990.00	Complete	precor efx 835
BSN SPORTS INC				No Bid.		

Line 003 | Group 1 - Cardio Equipment Precor AMT 835 Adaptive Motion Trainer with Open Stride (2 units) or approved equal Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRO MAXIMA MFG LTD	2	Each	$4,100.0000	$8,200.00	Complete	promaxima elliptimill ct
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	2	Each	$4,495.0000	$8,990.00	Complete	octane fitness pro 4700 102571550
MID STATES FITNESS	2	Each	$7,195.0000	$14,390.00	Complete	precor amt 835
BSN SPORTS INC				No Bid.		

Line 004 | Group 1 - Cardio Equipment Precor UBK 835 Upright Bike (2 units) or approved equal
Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BSN SPORTS INC	2	Each	$1,127.4800	$2,254.96	Complete	alt spec bsn spirit 1364700
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	2	Each	$2,095.0000	$4,190.00	Complete	lf clsc 000
PRO MAXIMA MFG LTD	2	Each	$2,400.0000	$4,800.00	Complete	promaxima 525v
MID STATES FITNESS	2	Each	$3,095.0000	$6,190.00	Complete	precor ubk 835

Line 005 | Group 1 - Cardio Equipment Precor RBK 835 Recumbant Bike (2 units) or approved equal
Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BSN SPORTS INC	2	Each	$1,304.8900	$2,609.78	Complete	alt spec bsn spirit 1364699
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	2	Each	$2,295.0000	$4,590.00	Complete	lf clsr 000
PRO MAXIMA MFG LTD	2	Each	$2,400.0000	$4,800.00	Complete	promaxima 525r
MID STATES FITNESS	2	Each	$3,295.0000	$6,590.00	Complete	precor rbk 835

Line 006 | Group 1 - Cardio Equipment Cardio Theater Single Channel 900 MHZ Transmitter (4 units) or approved equal Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	4	Each	$285.0000	$1,140.00	Complete	walo w900t
PRO MAXIMA MFG LTD	4	Each	$350.0000	$1,400.00	Complete	mye trans
MID STATES FITNESS	4	Each	$379.0000	$1,516.00	Complete	precor cardio theater 900mhz
BSN SPORTS INC				**No Bid.**		

Line 007 | Group 2-Resistance Training Equipment Precor FTS Glide Functional Training System (2 units) or approved equal Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRO MAXIMA MFG LTD	2	Each	$2,500.0000	$5,000.00	Complete	promaxima cm 335
MID STATES FITNESS	2	Each	$3,195.0000	$6,390.00	Complete	precor
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	2	Each	$3,395.0000	$6,790.00	Complete	lf osdap
BSN SPORTS INC				**No Bid.**		

Line 008 | Group 2-Resistance Training Equipment Precor Super Bench 119 (2 units) or approved equal
Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

BSN SPORTS INC	2	Each	$253.7400	$507.48	Complete	alt spec bsn champion bar 815102
PRO MAXIMA MFG LTD	2	Each	$400.0000	$800.00	Complete	promaxima fw 150
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	2	Each	$495.0000	$990.00	Complete	inflight fitness 5005fw id bench
MID STATES FITNESS	2	Each	$895.0000	$1,790.00	Complete	precor fts glide

Line 009 | Group 2-Resistance Training Equipment Paramount XFW-4700-16 Dumbbell Rack (1 unit) or approved equal Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRO MAXIMA MFG LTD	1	Each	$500.0000	$500.00	Complete	promaxima fw 58
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	1	Each	$1,275.0000	$1,275.00	Complete	if 5009 nega 3 tier dbr
MID STATES FITNESS	1	Each	$1,480.0000	$1,480.00	Complete	precor 119 super bench
BSN SPORTS INC				**No Bid.**		

Line 010 | Group 2-Resistance Training Equipment Troy-SDR Rubber Encased Dumbbells (1 unit) or approved equal Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BSN SPORTS INC	1	Each	$1,436.9200	$1,436.92	Complete	alt spec bsn champion 1347760
PRO MAXIMA MFG LTD	1	Each	$1,600.0000	$1,600.00	Complete	promaxima hexi set custom
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	1	Each	$1,923.0400	$1,923.04	Complete	troy barbell sd 005 080rset
MID STATES FITNESS	1	Each	$3,398.0000	$3,398.00	Complete	paramount xfw 4700

Line 011 | Group 2-Resistance Training Equipment Hoist Fitness H4400 / 4 Stack Multi-Gym (1 unit) or approved equal Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	1	Each	$5,195.0000	$5,195.00	Complete	if 6070 50 liberator
MID STATES FITNESS	1	Each	$5,585.0000	$5,585.00	Complete	hoist fitness
PRO MAXIMA MFG LTD	1	Each	$5,700.0000	$5,700.00	Complete	promaxima cm 704
BSN SPORTS INC				**No Bid.**		

Line 012 | Group 2-Resistance Training Equipment Paramount XFW-7900 Power Rack (1unit) or approved equal Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRO MAXIMA MFG LTD	1	Each	$700.0000	$700.00	Complete	promaxima vfpr

BSN SPORTS INC	1	Each	$942.4800	$942.48	Complete	alt spec champion barbell 813900
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	1	Each	$1,595.0000	$1,595.00	Complete	hammer strength aspr
MID STATES FITNESS	1	Each	$1,649.0000	$1,649.00	Complete	paramount xfw 7900

Line 013 | Group 2-Resistance Training Equipment Paramount XFW-8200 3 Way Press Bench (1 unit) or approved equal Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRO MAXIMA MFG LTD	1	Each	$600.0000	$600.00	Complete	promaxima pl 53
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	1	Each	$795.0000	$795.00	Complete	pro elite 5ab050v 4 in 1 olmpic bench
MID STATES FITNESS	1	Each	$1,595.0000	$1,595.00	Complete	paramount xfw 8200
BSN SPORTS INC				**No Bid.**		

Line 014 | Group 2-Resistance Training Equipment VTX Olympic 300# Set (2 units) or approved equal Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BSN SPORTS INC	2	Each	$305.8400	$611.68	Complete	alt spec champion barbell wests310
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	2	Each	$326.2000	$652.40	Complete	troy barbell oss 300v
MID STATES FITNESS	2	Each	$379.0000	$758.00	Complete	utx 300 set
PRO MAXIMA MFG LTD	2	Each	$575.0000	$1,150.00	Complete	promaxima oly 300 custom

Line 015 | Group 3-Resistance Training Equipment Precor Ab-X Abdominal Trainer (1 unit) or approved equal Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRO MAXIMA MFG LTD	1	Each	$900.0000	$900.00	Complete	promaxima pl 230
MID STATES FITNESS	1	Each	$995.0000	$995.00	Complete	precor ab x100
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	1	Each	$1,295.0000	$1,295.00	Complete	lf sabb
BSN SPORTS INC				**No Bid.**		

Line 016 | Group 3-Resistance Training Equipment Precor C240i Stretch Trainer (1 unit) or approved equal Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	1	Each	$475.0000	$475.00	Complete	bh fitness 300s
PRO MAXIMA MFG LTD	1	Each	$700.0000	$700.00	Complete	promaxima fw 125

MID STATES FITNESS	1	Each	$750.0000	$750.00	Complete	precor c240l
BSN SPORTS INC				No Bid.		

Line 017 | Group 3-Resistance Training Equipment Precor V-Crunch Abdominal Trainer (1 unit) or approved equal
Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BSN SPORTS INC	1	Each	$224.7800	$224.78	Complete	alt spec champion barbell 814502
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	1	Each	$695.0000	$695.00	Complete	if vkr
PRO MAXIMA MFG LTD	1	Each	$900.0000	$900.00	Complete	promaxima plr 496
MID STATES FITNESS	1	Each	$950.0000	$950.00	Complete	precor v crunch

Line 018 | Group 4-Adaptive Recreation Equipment SCIFIT REX Recumbant Elliptical (1 unit) or approved equal
Manufacturer:_____ Model No.:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRO MAXIMA MFG LTD	1	Each	$3,500.0000	$3,500.00	Complete	healthcare int rxt mdx
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	1	Each	$4,395.0000	$4,395.00	Complete	scifit rex7000 int
MID STATES FITNESS	1	Each	$4,500.0000	$4,500.00	Complete	scifit rex
BSN SPORTS INC				No Bid.		

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440226 **Trees, Ornamental & Shade** **Close Date/Time:** 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Parks

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
JOHN DEERE LANDSCAPES	Complete	$60,095.00	*Award 12/16/2014 Grps* 1,2,6,12, 17 & 18* Grp 4 DNMS. *Tie Bid-Award by Coin Toss
JOHNSONS GARDEN CENTER INC	Partial	$52,846.25	Award 12/16/2014 Grps 3,4,5,7,8,9,10,11,13,14,15,16 & 19 Park & Recretion Dept/Forestry Division

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440226 **Trees, Ornamental & Shade** **Close Date/Time:** 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Parks

Go to: 01

Return to the Bid List

Responses: 2

Group 01

Vendors	Complete	Group Total Net Bid
JOHN DEERE LANDSCAPES	Complete	$3,600.00
JOHNSONS GARDEN CENTER INC	Complete	$4,860.00

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Group 02

Vendors	Complete	Group Total Net Bid
JOHN DEERE LANDSCAPES	Complete	$4,270.00
JOHNSONS GARDEN CENTER INC	In-Complete	$0.00

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Group 03

Vendors	Complete	Group Total Net Bid
JOHNSONS GARDEN CENTER INC	Complete	$2,575.00
JOHN DEERE LANDSCAPES	Complete	$2,800.00

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Group 04

Vendors	Complete	Group Total Net Bid
JOHN DEERE LANDSCAPES	Complete	$1,740.00
JOHNSONS GARDEN CENTER INC	Complete	$2,260.00

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Group 05

Vendors	Complete	Group Total Net Bid
JOHNSONS GARDEN CENTER INC	Complete	$1,548.75
JOHN DEERE LANDSCAPES	Complete	$1,830.00

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Group 06

Vendors	Complete	Group Total Net Bid
JOHN DEERE LANDSCAPES	Complete	$2,925.00
JOHNSONS GARDEN CENTER INC	Complete	$3,877.50

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Group 07

Vendors	Complete	Group Total Net Bid
JOHNSONS GARDEN CENTER INC	Complete	$2,487.50
JOHN DEERE LANDSCAPES	Complete	$2,925.00

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Group 08

Vendors	Complete	Group Total Net Bid
JOHNSONS GARDEN CENTER INC	Complete	$3,400.00
JOHN DEERE LANDSCAPES	Complete	$3,840.00

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Group 09

Vendors	Complete	Group Total Net Bid
JOHNSONS GARDEN CENTER INC	Complete	$1,200.00
JOHN DEERE LANDSCAPES	Complete	$1,785.00

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Group 10

Vendors	Complete	Group Total Net Bid
JOHNSONS GARDEN CENTER INC	Complete	$2,805.00
JOHN DEERE LANDSCAPES	Complete	$3,570.00

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Group 11

Vendors	Complete	Group Total Net Bid
JOHNSONS GARDEN CENTER INC	Complete	$3,272.50
JOHN DEERE LANDSCAPES	Complete	$4,340.00

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Group 12

Vendors	Complete	Group Total Net Bid
JOHN DEERE LANDSCAPES	Complete	$4,340.00
JOHNSONS GARDEN CENTER INC	Complete	$5,075.00

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Group 13

Vendors	Complete	Group Total Net Bid
JOHNSONS GARDEN CENTER INC	Complete	$3,780.00
JOHN DEERE LANDSCAPES	Complete	$4,340.00

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Group 14

Vendors	Complete	Group Total Net Bid
JOHNSONS GARDEN CENTER INC	Complete	$3,450.00
JOHN DEERE LANDSCAPES	Complete	$3,720.00

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Group 15

Vendors	Complete	Group Total Net Bid
JOHNSONS GARDEN CENTER INC	Complete	$2,581.25

JOHN DEERE LANDSCAPES	Complete	$3,850.00

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Group 16

Vendors	Complete	Group Total Net Bid
JOHNSONS GARDEN CENTER INC	Complete	$2,581.25
JOHN DEERE LANDSCAPES	Complete	$3,075.00

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Group 17

Vendors	Complete	Group Total Net Bid
JOHN DEERE LANDSCAPES	Complete	$3,075.00
JOHNSONS GARDEN CENTER INC	Complete	$3,232.50

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Group 18

Vendors	Complete	Group Total Net Bid
JOHNSONS GARDEN CENTER INC	Complete	$1,280.00
JOHN DEERE LANDSCAPES	Complete	$1,280.00

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Group 19

Vendors	Complete	Group Total Net Bid
JOHNSONS GARDEN CENTER INC	Complete	$2,580.00
JOHN DEERE LANDSCAPES	Complete	$2,790.00

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440226 **Trees, Ornamental & Shade** **Close Date/Time:** 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Parks

Go to: 001

Return to the Bid List

Responses: 2

Line 001 | 2" Shantung Maple (Acer truncatum) SEE SPECIFICATIONS FOR FUTHER DETAILS ***Award by group. Vendors may bid on any or all groups.***

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN DEERE LANDSCAPES	30	Each	$120.0000	$3,600.00	Complete	-All Trees must be taken between Nov 2014-April2015 to receive these prices. -Material Subject to availability at time of Order. -Freight is $75.00 per load of Trees.
JOHNSONS GARDEN CENTER INC	30	Each	$162.0000	$4,860.00	Complete	

Line 002 | 1.75" John Pair Caddo Sugar Maple (Acer Saccharum 'John Pair')

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN DEERE LANDSCAPES	35	Each	$122.0000	$4,270.00	Complete	
JOHNSONS GARDEN CENTER INC				**No Bid.**		

Line 003 | 2" Oklahoma Redbud (Cercis canadensis var. texensis 'Oklahoma')

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHNSONS GARDEN CENTER INC	25	Each	$103.0000	$2,575.00	Complete	
JOHN DEERE LANDSCAPES	25	Each	$112.0000	$2,800.00	Complete	

Line 004 | 1.75" Chinese Fringetree (Chionanthus retusus)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN DEERE LANDSCAPES	20	Each	$87.0000	$1,740.00	Complete	Sub:4'-5' Ht. Multi Trunk (single stem unavailable at this time)
JOHNSONS GARDEN CENTER INC	20	Each	$113.0000	$2,260.00	Complete	

Line 005 | 2" Goldenraintree (Koelreuteria paniculata)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHNSONS GARDEN CENTER INC	15	Each	$103.2500	$1,548.75	Complete	
JOHN DEERE LANDSCAPES	15	Each	$122.0000	$1,830.00	Complete	

Line 006 | 1.75" Royal Raindrops Crabapple (Malus 'Royal Raindrops')

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHN DEERE LANDSCAPES	25	Each	$117.0000	$2,925.00	Complete	
JOHNSONS GARDEN CENTER INC	25	Each	$155.1000	$3,877.50	Complete	

Line 007 | 2" Spring Snow Crabapple (Malus 'Spring Snow')

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHNSONS GARDEN CENTER INC	25	Each	$99.5000	$2,487.50	Complete	
JOHN DEERE LANDSCAPES	25	Each	$117.0000	$2,925.00	Complete	

Line 008 | 1.75" Chinese Pistache (Pistacia chinensis)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHNSONS GARDEN CENTER INC	40	Each	$85.0000	$3,400.00	Complete	
JOHN DEERE LANDSCAPES	40	Each	$96.0000	$3,840.00	Complete	

Line 009 | 1.75" Cleveland Select Pear (Pyrus calleryana 'Cleveland Select')

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHNSONS GARDEN CENTER INC	15	Each	$80.0000	$1,200.00	Complete	
JOHN DEERE LANDSCAPES	15	Each	$119.0000	$1,785.00	Complete	

Line 010 | 2" Swamp White Oak (Quercus bicolor)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHNSONS GARDEN CENTER INC	30	Each	$93.5000	$2,805.00	Complete	
JOHN DEERE LANDSCAPES	30	Each	$119.0000	$3,570.00	Complete	

Line 011 | 2" Bur Oak (Quercus macrocarpa)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHNSONS GARDEN						

Line 018 | 5-6' Blue Ice Arizona Cypress (Cupressus arizonica var. 'Blue Ice')

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHNSONS GARDEN CENTER INC	20	Each	$64.0000	$1,280.00	Complete	
JOHN DEERE LANDSCAPES	20	Each	$64.0000	$1,280.00	Complete	

Line 019 | 7-8' Loblolly Pine (Pinus taeda)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
JOHNSONS GARDEN CENTER INC	30	Each	$86.0000	$2,580.00	Complete	
JOHN DEERE LANDSCAPES	30	Each	$93.0000	$2,790.00	Complete	

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WICHITA

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City of Wichita, Kansas

BID RESULTS

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

Vendor **Group** **Line**

Solicitation: FB440232 **Uniform Rental-Public Works & Utilities** **Close Date/Time:** 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works and Utilities

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
ARAMARK UNIFORM & CAREER APPAREL GRP INC	Complete	$1,035.11	Award 12/16/14 PW&U/Fleet & Facilities, Street Maintenance, Storm Water Divisions
UNIFIRST CORPORATION	Complete	$1,668.30	

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EXHIBIT B

UNIFIRST CORPORATION	99	Each	$0.2100	$20.79	Complete	Blue/White only 03CBLS/04CBSS Alternate Bid: 0211SS-$0.187

Line 016 | Lost Charge: Shirt

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARAMARK UNIFORM & CAREER APPAREL GRP INC	1	Each	$8.2500	$8.25	Complete	
UNIFIRST CORPORATION	1	Each	$12.0000	$12.00	Complete	0102/0202 Alternate Bid: 0202-$9.02

Line 017 | Lost Charge: Pant

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARAMARK UNIFORM & CAREER APPAREL GRP INC	1	Each	$9.5000	$9.50	Complete	
UNIFIRST CORPORATION	1	Each	$16.0000	$16.00	Complete	1002 Alternate Bid: 1002-$14.69

Line 018 | Lost Charge: Arc-rated Shirt

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARAMARK UNIFORM & CAREER APPAREL GRP INC	1	Each	$27.5000	$27.50	Complete	
UNIFIRST CORPORATION	1	Each	$54.0000	$54.00	Complete	A09TC Alternate Bid: 09TC-$42.84

Line 019 | Lost Charge: Arc-rated Pant

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARAMARK UNIFORM & CAREER APPAREL GRP INC	1	Each	$30.0000	$30.00	Complete	
UNIFIRST CORPORATION	1	Each	$65.0000	$65.00	Complete	10TS Lost Charge: Shirt 0111/02511/03CB/04CB-$14.25 Alternate Bid: 10TS-$52.76 Lost Charge: Shirt 0211-$12.09

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THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 16, 2014

a. Redbud Multi-Use Path (east of Hydraulic, north of 9th) (87TE-0353-01/472-85007/707035/ 211500) Traffic to be maintained during construction using flagpersons and barricades. (District III) - $2,601,868.00

b. 2014 Sanitary Sewer Reconstruction Phase 13 (north of Kellogg, east of Seneca) (468-84992/ 620719/664024) Traffic to be maintained during construction using flagpersons and barricades. (District I,VI) - $304,000.00

c. 2014 CIP Concrete Street Repairs Phase 1 (north of 63rd Street South, east of 135th Street West) (472-85133/707062/132726/636246/620701/133116/211526/132726/771633/664006/133116) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III) - $278,937.06

d. Graystone from the north line of Lot 3, Block B, north to the south line of Summerfield; Summerfield from the west line of Graystone, east to the east line of Terhune, on Terhune from the south line of Summerfield, south to the north line of Lot 1, Block F, and on Sundance, from the east line of Terhune east to the east line of the plat and that sidewalk be constructed on one side of Graystone, Summerfield, Terhune, and Sundance to serve Stonebridge 2nd and 3rd Additions (north of 13th Street North, west of 159th Street East) (472-84593/766309/490327) Traffic to be maintained during construction using flagpersons and barricades. (District II) - $378,000.00

e. Water Distribution System to serve Tallgrass Villas Addition (north of 21st Street North, east of Rock Road) (448-90645/735517/470190) Traffic to be maintained during construction using flagpersons and barricades. (District II) - $27,000.00

f. Lateral 93, Main 22, War Industries Sewer to serve Tallgrass Villas Addition (north of 21st Street North, east of Rock Road) (468-84986/744375/480067) Traffic to be maintained during construction using flagpersons and barricades. (District II) - $47,000.00

g. Storm Water Sewer #686 to serve Tallgrass Villas Addition (north of 21st Street North, east of Rock Road) (468-84987/751527/485418) Traffic to be maintained during construction using flagpersons and barricades. (District II) - $104,000.00

To be Bid: November 21, 2014

PRELIMINARY ESTIMATE of the cost of:
Redbud Multi-Use Path
(east of Hydraulic, north of 9th)

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	Mobilization	1	LS
2	Mobilization (DBE)	1	LS
3	Field Office & Laboratory (Type A)	1	LS
4	Site Clearing	1	LS
5	Site Restoration	1	LS
6	Removal of Existing Structures	1	LS
7	Fill, Compacted (95% Density)	50	cy
8	Excavation	100	cy
9	Concrete Pavement 6" (Reinf.)	97	sy
10	Concrete Pavement 8" (Reinf.) (Crosswalk)	304	sy
11	Crushed Rock Base 6", Reinforced (Crosswalk)	375	sy
12	Brick Pavers (Crosswalks)	225	sy
13	Concrete C & G, Type 4 (6-5/8" & 1-1/2")	326	lf
14	Retaining Wall (Modular Block)	865	sff
15	Wheelchair Ramp w/ Detectable Warnings	16	ea
16	Topsoil	132	cy
17	Pavement &/or Curb Removed	381	sy
18	Sidewalk, Drive &/or Pkg Lot Removed	563	sy
19	Inlet, Curb (Type 2) (L=4',W=4')	1	ea
20	Pipe, SWS 36"	42	lf
21	Pipe, SWS, HERCP (24" x 38") (30")	30	lf
22	Pipe, SWS 15"	17	lf
23	Pipe, End Section 36"	2	ea
24	Pipe, End Section 24" x 38" (30")	2	ea
25	RCBC Hubguard Repair	44	lf
26	Rip Rap, Light Stone	64	sy
27	Decorative Bollards	14	ea
28	Handrail	420	lf
29	Traffic Signalization (Hillside)	1	LS
30	Electrical - Light Poles, Bases, Controls and Service	1	LS
31	Bridge Deck Reconstruction	1	LS
32	Seeding	1	LS
33	Sodding	1	LS
34	Signage	1	LS
35	Pavement Markings	1	LS
36	Traffic Control	1	LS
	MEASURED QUANTITY BID ITEMS		
37	Concrete Bike Path 5" (Reinf)	6,492	sy
38	Concrete Sidewalk 5" (Reinf)	798	sf
39	Concrete Driveway 8" (Reinf)	2,270	sf
40	Protection Curb	76	lf
41	Special Waste Removal	70	cy
42	Water Valve Adjustment	1	ea
43	BMP, Back of Curb Protection	310	lf
44	BMP, Curb Inlet Protection	7	ea
45	BMP, Ditch Checks	2	ea
46	BMP, Silt Fence	12,900	lf
	LUMP SUM BID ITEMS - Hydraulic Trail Head		
47	Concrete Pavement 5" (Reinf) (Plaza)	95	sy
	LUMP SUM BID ITEMS - Hydraulic Trail Head		
48	Concrete Sidewalk 5" (Reinf)	710	sf
	LUMP SUM BID ITEMS - Hydraulic Trail Head		
49	Wheelchair Ramp w/ Detectable Warnings	3	ea
	LUMP SUM BID ITEMS - Hydraulic Trail Head		
50	Tree Removed, Large	5	ea
	LUMP SUM BID ITEMS - Hillside Pause Point		
51	Concrete Pavement 5" (Reinf) (Plaza)	97	sy
52	Brick Pavers (Plaza) (Includes Crushed Rock Base)	177	sy
53	Concrete Sidewalk 4"	365	sf
54	Shade Structure	2	ea
55	Shade Structure Footing	8	ea
56	Art Board Frame	4	ea

57	Pillar Foundation with Art Wall	1	ea
58	Concrete Art Wall 1	2	ea
59	Concrete Art Wall 2	2	ea
60	Concrete Art Wall 3	2	ea
61	Inner Seat Wall	2	ea
62	Outer Seat Wall	4	ea
63	Landscaping (incld. Trees, shrubs, berms & turf)	1	LS
64	Bench	2	ea
	MEASURED QUANTITY BID ITEMS - Hillside Pause Point		
65	Special Waste Removal	32	cy
	LUMP SUM BID ITEMS - 13th Street Trail Head		
66	Concrete Pavement 5" (Reinf)	285	sy
67	Brick Pavers (Plaza) (Includes Crushed Rock Base)	177	sy
68	Excavation	19	cy
69	Arch Structure	4	ea
70	Arch Structure Footing	8	ea
71	Art Board Frame	1	ea
72	Art Plaque Frame	16	ea
73	Landscaping (incld. Trees, shrubs, berms & turf)	1	LS
	MEASURED QUANTITY BID ITEMS - 13th Street Trail Head		
74	Special Waste Removal	19	cy
	LUMP SUM BID ITEMS - 17th Street Trail Head		
75	Concrete Pavement 5" (Reinf) (Parking Lot)	322	sy
76	Crushed Rock Base 6", Reinforced (Parking Lot)	344	sy
	LUMP SUM BID ITEMS - Hillside Pause Point		
77	Pavement &/or Curb Removed	21	sy
78	Sidewalk, Drive &/or Pkg Lot Removed	41	sy
79	Excavation	32	cy
80	Concrete Sidewalk 5" (Reinf)	2,832	sf
	LUMP SUM BID ITEMS - 17th Street Trail Head		
81	Concrete Curb, Mono Edge (6" & 1-1/2") (Parking Lot)	196	lf
82	Pavement Marking (Parking Lot)	1	LS
83	Concrete Pavement 5" (Reinf) (Plaza)	185	sy
84	Brick Pavers (Plaza) (Includes Crushed Rock Base)	365	sy
85	Concrete Sidewalk 5" (Reinf)	966	sf
86	Concrete Driveway 8" (Reinf)	650	sf
87	Wheelchair Ramp w/ Detectable Warnings	3	ea
88	Excavation	225	cy
89	Pavement &/or Curb Removed	18	sy
90	Sidewalk, Drive &/or Pkg Lot Removed	22	sy
91	Arch Structure	4	ea
92	Arch Structure Footing	8	ea
93	Shade Structure	2	ea
94	Shade Structure Footing	8	ea
95	Art Board Frame	2	ea
96	Art Plaque Frame	16	ea
97	Pillar Foundation with Art Wall	1	ea
98	Concrete Art Wall 1	2	ea
99	Concrete Art Wall 2	2	ea
100	Concrete Art Wall 3	2	ea
101	Inner Seat Wall	2	ea
102	Outer Seat Wall	4	ea
103	Landscaping (incld. Trees, shrubs, berms & turf)	1	LS
104	Bench	4	ea
	LUMP SUM ARTIST BID ITEMS		
105	Artist Set Fee: Norm Terry	1	LS
106	Artist Set Fee: Todd Whipple	1	LS
107	Artist Set Fee: Tina Murano	1	LS
108	Artist Set Fee: Charles Davis	1	LS
109	Artist Set Fee: Janus Thacker	1	LS
110	Izone Imaging	1	LS
	ADD ALTERNATE - LUMP SUM BID ITEMS - Hydraulic Trail Head - GROUP 2		
111	Concrete Pavement 5" (Reinf) (Parking Lot)	331	sy
112	Crushed Rock Base 6", Reinforced (Parking Lot)	353	sy
113	Concrete Curb, Mono Edge (6" & 1-1/2") (Parking Lot)	202	lf
114	Pavement Marking (Parking Lot)	1	LS
115	Brick Pavers (Plaza) (Includes Crushed Rock Base)	133	sy
116	Concrete Driveway 8" (Reinf)	866	sf
117	Excavation	200	cy
118	Pavement &/or Curb Removed	15	sy
	ADD ALTERNATE - MEASURED QUANTITY BID ITEMS - Hydraulic Trail Head - GROUP 2		
119	Special Waste Removal	200	cy

Construction Subtotal 0.00

Design Fee & Suppl #1 & #2 (100% GO)
Engineering & Inspection
Administration (1.5%)
TIP Fee
Publication
Right-of-Way (100% GO)

Total Estimated Cost $2,601,868.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., ~~Interim~~ City Engineer

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

City Clerk

211500 (707035) 87TE-0353-01/472-85007

Page_____ EXHIBIT_____

To be Bid: December 5, 2014

PRELIMINARY ESTIMATE of the cost of:
2014 Sanitary Sewer Reconstruction Phase 13
(north of Kellogg, east of Seneca)

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"	1,557	lf
2	Pipe Removed, 8"	1,557	lf
3	Pipe, Casing (16" ID min)	40	lf
4	MH Removed	5	ea
5	MH Abandoned	2	ea
6	MH, Shallow SS (4')	4	ea
7	MH, Standard SS (4')	2	ea
8	MH Frame & Cover, Replaced	2	ea
9	A/C Pavement Removed & Replaced	314	lf
10	Concrete Pavement Rem & Replaced	430	lf
11	Concrete Appr Rem & Repl (incl gutter)	36	lf
12	Fill, Sand (flushed & vibrated)	762	lf
13	Site Clearing	1	LS
14	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS		
15	Service Reconnection, Sewer (4")	23	ea
16	Service Reconnection, Sewer (6")	1	ea
17	BMP, Curb Inlet Protection	1	ea

Construction Subtotal $0.00

Engineering & Inspection
Administration (3%)
Publication

Total Estimated Cost $304,000.00

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

664024 (620719) 468-84992
Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:
2014 CIP Concrete Street Repairs Phase 1
(north of 63rd Street South, east of 135th Street West)

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

	Measured Quantity Bid Items (707062/132726)		
1	8" Reinf. Concr. Pvmt. Repair	1,300	sy
2	6" Reinf. Concr. Pvmt. Repair	2,831	sy
3	7" Reinf. Concr. Valley Gutter Repair	150	sy
4	Comb. Curb & Gutter Repair	100	lf
5	Mono Edge Curb Construction	1,507	lf
6	6" Concr. Driveway Repair	550	sf
7	8" Concr. Driveway Repair	500	sf
8	Wheelchair Ramp Construction w/Det. Warn.	8	ea
9	4" Sidewalk Rem & Repl	480	sf
10	Crushed Rock	300	tn
11	4" Yellow or White Paint Pavement Markings	200	lf
12	6" Yellow or White Paint Pavement Markings	200	lf
	Measured Quantity Bid Items (636246)		
13	Valve box adjustment	4	ea
	Measured Quantity Bid Items (620701)		
14	Adj. SS MH using New Ring & Lid	4	ea
15	Adj. SS MH using New Ring & Lid (Wide Flange)	2	ea
16	Adj. SS MH Ring & Lid only	2	ea
	Measured Quantity Bid Items (133116)		
17	Adj. SWS MH using new Ring & Lid	4	ea
18	Adj. SWS MH using new Ring & Lid (Wide Flange)	2	ea
19	Adj. SWS MH Ring & Lid only	2	ea

Construction Subtotal 0.00

Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $278,937.06

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

211526/132726/771633/664006/133116 (707062/132726/636246/620701/133116) 472-85133

Page _____ EXHIBIT _____

To be Bid: December 5, 2014

PRELIMINARY ESTIMATE of the cost of:
Graystone, Summerfield, Terhune and Sundance
Stonebridge 2nd and 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	AC Pavement 5" (3" Bit Base)	5,542	sy
2	Crushed Rock Base 5", Reinforced	6,834	sy
3	Concrete C & G, Type 4 (6-5/8" & 1-1/2")	3,325	lf
4	Concrete Sidewalk 4"	6,717	sf
5	Wheelchair Ramp w/ Detectable Warnings	2	ea
6	Excavation, Borrow (Contractor Furnished)	2,147	cy
7	Excavation	583	cy
8	Fill, Compacted (95% Density)	1,077	cy
9	Pipe, SWS 12"	464	lf
10	Pipe, SWS 15"	594	lf
11	Fill, Sand (Flushed and Vibrated)	34	lf
12	Inlet, Drop, Special	4	ea
13	MH Adjusted, SS	8	ea
14	MH Adjusted, SWS	1	ea
15	Inlet Adjusted	1	ea
16	Inlet Hookup	1	ea
17	Maintain Existing BMPs	1	LS
18	Grading, Easement	1	LS
19	Signing	1	LS
20	Seeding	1	LS
21	Site Clearing	1	LS
22	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS		
23	BMP, Back of Curb Protection	3,325	lf
24	BMP, Curb Inlet Protection	2	ea
25	BMP, Drop Inlet Protection	4	ea
26	BMP, Ditch Check	4	ea

Construction Subtotal 0.00

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $378,000.00

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

490327 (766309) 472-84593

Page _____ EXHIBIT _____

448-90645 (735517) 470190 District II

To be Bid: December 5, 2014

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Tallgrass Villas Addition
(north of 21st Street North, east of Rock Road)

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

	LUMP SUM BID ITEMS (735517) - Group 1		
1	Pipe, WL 8"	25	lf
2	Pavement Removed & Replaced	24	lf
3	Fire Hydrant Assembly	1	ea
4	Valve Assembly, 4"	1	ea
5	Fill, Flowable	28	lf
6	Traffic Control	1	LS
7	Seeding	1	LS
8	Site Clearing	1	LS
9	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS (735517) - Group 1		
10	BMP, Construction Entrance	1	ea
11	BMP, Back of Curb Protection	200	lf

Construction Subtotal $0.00

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $27,000.00

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

470190 (735517) 448-90645
Page _____ EXHIBIT _____

To be Bid: December 5, 2014

PRELIMINARY ESTIMATE of the cost of:
Lateral 93, Main 22, War Industries Sewer to serve Tallgrass Villas Addition
(north of 21st Street North, east of Rock Road)

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

	LUMP SUM BID ITEMS (744375) - Group 2			
1	Pipe, SS 6"	158	lf	
2	Pipe, SS 8"	214	lf	
3	Air Testing, SS Pipe	372	lf	
4	Fill, Sand (Flushed & Vibrated)	374	lf	
5	MH, Standard SS (4')	3	ea	
6	Riser Assembly 8", Cleanout	2	ea	
7	Pipe Removed	230	lf	
8	Seeding	1	LS	
9	Site Clearing	1	LS	
10	Site Restoration	1	LS	
	MEASURED QUANTITY BID ITEMS (744375) - Group 2			
11	BMP, Drop Inlet Protection	1	ea	
12	BMP, Curb Inlet Protection	1	ea	
	Construction Subtotal			$0.00
	Design Fee			
	Engineering & Inspection			
	Administration			
	Publication			
	Contingency			
	Total Estimated Cost			$47,000.00

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

480067 (744375) 468-84986
Page _____

EXHIBIT _____

To be Bid: December 5, 2014

PRELIMINARY ESTIMATE of the cost of:
Storm Water Sewer #686 to serve Tallgrass Villas Addition
(north of 21st Street North, east of Rock Road)

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

	LUMP SUM BID ITEMS (751527) - Group 3			
1	Pipe Removed	185	lf	
2	MH Removed	1	ea	
3	Pipe Stub, 10"	2	ea	
4	Pipe, SWS 15"	104	lf	
5	Pipe, SWS 48"	240	lf	
6	Inlet, Drop (Double)	1	ea	
7	MH, Standard SWS (6')	3	ea	
8	MH, Reinforced Concrete	1	ea	
9	MH, Standard SWS (4')	1	ea	
10	Seeding	1	LS	
11	Site Clearing	1	LS	
12	Site Restoration	1	LS	
	MEASURED QUANTITY BID ITEMS (751527) - Group 3			
13	BMP, Silt Fence	600	lf	
	Construction Subtotal			$0.00
	Design Fee			
	Engineering & Inspection			
	Administration			
	Publication			
	Contingency			
	Total Estimated Cost			$104,000.00

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

485418 (751527) 468-84987
Page _____

EXHIBIT _____

Agenda Item No. II-4a.

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Run in the New Year 5K (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter, Trevor Darmstetter, goracetiming.com, is coordinating the Run in the New Year event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Run in the New Year December 31, 2014 11:45 pm – January 1, 2015 1:30 am

- South Wichita Street, Dewey Street to Lewis/Waterman Street
- Lewis/Waterman Street, Wichita Street to McLean Boulevard

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

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

Legal Consideration: There are no legal considerations.

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

Agenda Item No. II-4b.

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Hangover Half Marathon and 5K (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter, Patrick Todd, Oz Endurance, is coordinating the Hangover Half Marathon and 5K event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Hangover Half Marathon and 5K January 1, 2015 8:00 am – 1:00 pm

- South Wichita Street, Dewey Street to Lewis/Waterman Street
- Lewis/Waterman Street, Wichita Street to McLean Boulevard
- Amidon Street, 12th Street to Murdock Street
- Murdock Street, Amidon Street to Museum Boulevard
- Museum Boulevard, Sim Park Drive to Seneca Street

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

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

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring 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
December 16, 2014

TO: Mayor and City Council

SUBJECT: Approval of IRB Subtenant Lease (Pulse Headquarters, LLC) (District II)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the sublease between Pulse Headquarters, LLC and Kansas State Bank of Manhattan.

Background: On December 20, 2011, the City Council approved the issuance of Industrial Revenue Bonds (IRBs) in the amount not to exceed $6,000,000, and a 100% five-plus-five-year property tax exemption for Pulse Headquarters, LLC. Pulse Headquarters, LLC ("Pulse") subleases a portion of the property to Pulse Systems, Inc. Bond proceeds were used to acquire and improve property located at 3020 N. Cypress.

Analysis: Pulse has negotiated a sublease of approximately 2,430 usable square feet with Kansas State Bank of Manhattan ("KSBM"). KSBM is not affiliated with Pulse. Pulse is required by the conditions of the bond documents to make a payment-in-lieu-of-taxes ("PILOT") for any portion of the building that is used by, or subleased to, entities not related to Pulse.

If the City approves a sublease or subleases that do not provide for the IRB tenant, Pulse, to enforce compliance with certain conditions by the subtenants, the City will not be able to cause the IRB Tenant to bring its subtenants into compliance. The City will retain the right to rescind the abatement or require a PILOT, which is required in this case, in the event of noncompliance with a standard condition of the tax abatement.

Financial Considerations: City staff and Pulse Headquarters have negotiated the terms of a property tax abatement designed to abate the taxes only on property actually occupied by Pulse Systems. Under this arrangement, all bond-financed improvements will be subject to 100% five-year abatement, plus a second five years subject to Council review and approval. Each year of the abatement period, Pulse will pay the City a "payment-in-lieu-of-taxes" ("PILOT") equal to the prorated amount of taxes that would have been due on the portion of the building not occupied by Pulse, based on current appraised value and current tax rates.

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

Recommendations/Actions: It is recommended that the City Council approve the sublease between Pulse Headquarters, LLC and Kansas State Bank of Manhattan.

Attachments: Sublease Agreement

SUBLEASE AGREEMENT
Summary

Date of Lease:	_____, 2014
Base Landlord:	IRB Lease Between the City of Wichita as Issuer and Pulse Headquarters LLC as Tenant dated 12/15/2011
Landlord:	Pulse Headquarters, LLC
Tenant:	Kansas State Bank of Manhattan
Property Located at:	3020 N. Cypress, Wichita, KS
Tenant's "Leased Premises:"	Approximately 2,430 usable square feet, 2,819 rentable square feet. "Exhibit A". RECITALS.
Load factor:	16%. RECITALS.
Original Term:	10 years. Section 2.
Options:	2 options of 5 years each. Section 31.
Commencement Date:	March 1, 2015. Section 2.
Possession Date:	February 1, 2015 for computer-related wiring; otherwise March 1, 2015. Section 2.
Rent Starts:	April 1, 2015 (March 2015 rent pre-paid on execution). Section 4.
Rent:	$54,970.50 per year, $4,580.88 paid monthly. Section 4.
Option Rent:	Current Market Rate. Section 31.
Security Deposit:	None
Use of Leased Premises:	General business office purposes. Section 1.
Brokers:	NAI Martens — Patrick Ahern (Tenant). Section 29(m).
Maintenance & Repairs:	Tenant maintains Leased Premises. Landlord maintains Building, roof, foundation, exterior walls, load-bearing walls, structural portions of Building and HVAC. Section 8.
Janitorial:	Landlord. Section 8.
Operating Expenses:	Tenant will be charged for its Pro Rata Share of Building Operating Expenses over Base Year 2015. Section 9.
Tenant's Work:	Described on Exhibits B and C. Section 3.
Taxes and Special Assessments:	Included in Rent. Tenant pays increase over Base Year. Section 9.
Utilities/HVAC:	Included in Rent. Section 7.

This Summary to Lease Agreement (the **"Summary"**) represents a part of the Sublease Agreement between the Landlord and Tenant. All capitalized terms used in this Summary shall have the meanings ascribed to them in the Sublease Agreement. **In the event of any conflicts between this Summary and the terms of the Sublease Agreement, the Sublease Agreement shall control**.

SUBLEASE AGREEMENT

This Sublease Agreement (this "**Lease**") is entered into as of _____, 2014 (the **"Effective Date"**) by and among **Pulse Headquarters, LLC,** a Kansas limited liability company, as sublessor ("**Landlord**"), and **Kansas State Bank of Manhattan**, a Kansas corporation, as sublessee ("**Tenant**").

RECITALS

Whereas, Landlord is the tenant under a certain lease dated as of December 15, 2011 (the **"City Lease"**) between the City of Wichita (**"Issuer"**) and Landlord, with respect to approximately 46,277 square feet of office space (the "**Building**") on real property legally described as Parcel 50, otherwise known as Lot 10, Block 2, Mediterranean Plaza, an addition to the City of Wichita, Sedgwick County, Kansas, and commonly known as 3020 N. Cypress, Wichita, Kansas, 67226.

Landlord desires to sublease to Tenant, and Tenant desires to sublease from Landlord, approximately **2,430 of usable square feet** as shown on Exhibit A attached hereto (the "**Leased Premises**") as expressed herein and upon the terms and conditions as contained in this Lease. For purposes of the computation of Monthly Rent, the Leased Premises consists of **2,819 rentable square feet**, determined as follows: the product of (i) usable square feet of the Leased Premises (2,430), multiplied by (ii) the agreed load factor of 1.16.

1. Leased Premises and Use. Landlord by these presents hereby rents, leases and lets unto Tenant, and Tenant hereby rents, leases and hires from Landlord, for the rentals and upon and subject to the terms and conditions hereinafter set forth, the land, buildings and improvements constituting the Leased Premises as described on Exhibit A, attached hereto. During the Term (as defined below) Tenant shall use the Leased Premises for general business office purposes and purposes incidental to that use, and for no other purpose without Landlord's prior written consent, which would not be unreasonably withheld. Tenant will not use or permit the Leased Premises to be used or occupied for any purpose or in any manner prohibited by any applicable law, rule, regulation or deed covenant, condition and restriction concerning the Leased Premises. Tenant will not commit waste or suffer or permit waste to be committed in, on, or about the Leased Premises. Tenant will conduct its business and will control its employees, agents, and invitees in such a manner as not to create any nuisance or interfere with, annoy, or disturb any other tenant or occupant of the Building in its use or operation of the Leased Premises.

2. Term. For purposes of paying the Monthly Rent, the term of this Lease shall be for ten (10) years (the "**Term**") which shall commence on midnight March 1, 2015 (the "**Commencement Date**"), and end at midnight on February 28, 2025 (the "**Termination Date**"), unless otherwise sooner terminated in accordance with the provisions of this Lease. Possession of the Leased Premises shall be delivered to Tenant at midnight on March 1, 2015 (the "**Possession Date**"), except that Tenant shall have access to Lease Premises on and after February 1, 2015 for installation of data cabling and phone systems. For all purposes other than payment of the Monthly Rent, this Lease, and the terms and conditions contained herein shall be from the Effective Date.

3. Tenant's Work. Tenant shall fully fund the Tenant Improvements (architectural fees, engineering fees, construction fees, permits, etc.). Tenant shall select and contract with General

Contractor (subject to landlord reasonable approval), manage architectural drawings (subject to landlord reasonable approval), and coordinate and manage the construction project and activities. Tenant shall enter into a construction contract or contracts for the purpose of constructing the Tenant's Work which is described on Exhibit C attached hereto and made a part hereof by this reference. For avoidance of any doubt, Landlord shall not be responsible for any costs associated with the Tenant Improvements within the leased premises and the affected common areas. .

4. Rent. Tenant shall pay to Landlord, in addition to the other sums provided herein, annual rent of Fifty Four Thousand Nine Hundred and Seventy dollars and 50/100 ($54,970.50), payable as monthly rent (the "**Monthly Rent**") in the amount of Four thousand Five Hundred and Eighty dollars and 88/100 (**$4,580.88**) (based upon $19.50 x 2,819 per square foot of rentable space per year), the first month of which is payable upon the execution of this Lease and, thereafter, payable in advance on April 1, 2015 and the first day of each month thereafter during the Term of this Lease.

Effective on the first day of each March beginning in 2016, and continuing each year thereafter so long as this Lease remains in effect, the Monthly Rent shall be increased on an annual basis; and Tenant thereafter shall pay Landlord, during each ensuing calendar year, newly adjusted Monthly Rent in an amount which, in each instance, shall be the amount determined by multiplying the Monthly Rent payable at the end of the preceding calendar year, by 101%,

Except as otherwise expressly provided in this Lease, all rental payments shall be made, without deduction, set-off, notice or demand, to Landlord at Landlord's principal place of business at:

Pulse Headquarters, LLC
P.O. Box 780085
Wichita, KS 67278.

If Landlord does not receive the Monthly Rent or any other Lease costs in full on or before the seventh (7th) day of the month it becomes due (provided that the amount is not disputed reasonably and in good faith), Tenant shall pay Landlord a late charge which shall constitute liquidated damages, equal to $500 plus $25 a day for each day rent is late beginning on the eighth (8th) day of the month ("**Late Charge**") which shall be paid to Landlord together with such Monthly Rent and other Lease costs then in arrears. The parties agree that such Late Charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

5. Security Deposit. Tenant shall not be required to give or maintain a security deposit.

6. Insurance. Landlord shall maintain, at all times during this Lease, such insurance as is commercially reasonable and appropriate with respect to the Leased Premises (full replacement value). Tenant, at all times during the Term of this Lease, will carry and maintain, at Tenant's expense, the following insurance, in at least the amounts specified below, with insurance companies rated A- (A minus) VII or better by Best's Insurance Rating System or its equivalent:

(a) Commercial General Liability "occurrence form," or equivalent, covering the Leased Premises and operations of Tenant, including personal injury and contractual liability, with combined single limit for bodily injury and property damage of not less than $2,000,000 per occurrence, $2,000,000 annual aggregate, naming Landlord as an additional insured under such policy. Such

policy will be primary insurance, and any similar insurance which may be maintained by Landlord shall be in excess of Tenant's policy and not contributory therewith.

(b) Special form causes of loss property insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used in Tenant's business and found in, on, or about the Property, if any, in an amount not less than the full replacement value and providing Business Income and Extra Expense coverage. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases under the provisions of Section 18, Tenant will be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property.

(c) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the Worker's Compensation laws of the state of Kansas, including Employer's Liability insurance with a limit of not less than $1,000,000.

(d) If Tenant operates owned, hired, or non-owned vehicles, Automobile Liability insurance with limits not less than $1,000,000.

Tenant will not do or permit to be done any act or thing upon the Leased Premises or in or around the Leased Premises which would: (i) jeopardize or be in conflict with fire insurance policies covering the Leased Premises and personal property in the Leased Premises; or (ii) increase the rate of insurance applicable to the Leased Premises to an amount higher than it would otherwise be for commercial office use.

7. Utilities. Landlord will furnish the Leased Premises with those services customarily provided comparable office buildings in the vicinity of the Leased Premises, including:

(i) electricity for lighting and the operation of low-wattage office machines (such as desktop personal computers, desktop calculators, and typewriters) during business hours (as that term is defined below), although Landlord will not be obligated to furnish more power to the Leased Premises than is proportionately allocated to the Leased Premises under the Leased Premises Building design;

(ii) heat and air-conditioning reasonably required for the comfortable occupation of the Leased Premises; although Landlord will not be obligated to furnish more heating or air-conditioning to the Leased Premises than is proportionately allocated to the Leased Premises under Building design;

(iii) trash removal; and

(iv) water.

These services will be charged as Operating Expenses.

Tenant will have the right to purchase electricity for use during business hours and non-business hours in excess of the amounts Landlord has agreed to furnish, so long as Tenant gives Landlord reasonable prior written notice of its desire to do so, the excess services are reasonably

available to Landlord and to the Leased Premises, and Tenant pays as additional Monthly Rent (at the time the next payment of Monthly Rent is due) the cost of such excess service from time to time charged by Landlord. There is no additional charge for HVAC use during non-business hours.

The term "**business hours**" means 7:00 AM to 8:00 PM on Monday through Friday and 8:00 AM to 1:00 PM on Saturdays, except the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving and Christmas.

Landlord will not be in default under this Lease or be liable to Tenant or any other person for direct or consequential damage, or otherwise, for any failure to supply any heat, air-conditioning, cleaning, lighting or security; for surges or interruptions of electricity; or for other services Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services. Landlord will use commercially reasonable efforts to diligently remedy any interruption in the furnishing of such services. Landlord reserves the right temporarily to discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; earthquakes; governmental preemption in connection with the national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product available; or any other happening beyond the control of Landlord. Landlord will not be liable to Tenant or any other person or entity for consequential damages resulting from the admission to or exclusion from the Leased Premises or the Leased Premises of any person. In the event of invasion, mob, riot, public excitement, strikes, lockouts, or other circumstances rendering such action advisable in Landlord's sole opinion, Landlord will have the right to prevent access to the Leased Premises during the continuance of the same by such means as Landlord, in its sole discretion, may deem appropriate, including without limitation locking doors and closing parking areas and other common areas. Landlord will not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted under the provisions of this paragraph, nor will such discontinuance in any way be construed as an eviction of Tenant or operate to release Tenant from any of Tenant's obligations under this Lease. Notwithstanding anything herein to the contrary, (a) if any interruption or curtailment of services or utilities renders the Leased Premises untenantable for more than five (5) consecutive days, the Rent shall abate until such service, maintenance, repair or replacement is restored.

8. Maintenance, Repairs and Janitorial.

(a) Tenant will maintain the Leased Premises in their condition at the time they were delivered to Tenant, reasonable wear and tear and damage by casualty excluded. Tenant will as soon as possible advise Landlord of any damage to the Leased Premises. All damage or injury to the Building, the Leased Premises, or the fixtures, appurtenances, and equipment in the Leased Premises that is caused by Tenant, its agents, employees, or invitees may be repaired, restored, or replaced by Landlord, at the expense of Tenant.

(b) Landlord will maintain, repair and restore the common areas serving the Building and the roof, foundation, exterior walls, load-bearing interior walls, HVAC and other structural portions of the Building in reasonably good order and condition.

(c) Landlord will provide janitorial services (including replacement of light bulbs) to the Leased Premises five (5) nights per week, holidays excepted. Janitor provided by Landlord will be adequately Bonded and insured.

9. Operating Expenses. Tenant agrees to pay as additional rental Tenant's "**Pro Rata Share**" of the increase in the operating expenses defined below (**"Operating Expenses"**) over the Base Year 2015 For purposes of this calculation, **"Base Year 2015"** means those Operating Expenses incurred between January 1, 2015 and December 31, 2015, except real estate taxes and special assessments shall mean those incurred in tax year 2014.

Landlord may, within six (6) months following the close of any lease year for which additional rental is due under this paragraph, invoice Tenant for Tenant's Pro Rata Share of the Operating Expenses. The invoice shall include in reasonable detail all computations of the additional rental, and Tenant agrees to make payment of the additional rental to Landlord within thirty (30) days following receipt of the invoice and computations. In the year in which this Lease terminates, Landlord, in lieu of waiting until the close of the lease year in order to determine Operating Expenses, has the option to invoice Tenant for Tenant's Pro Rata Share of the Operating Expenses based upon the previous year's Operating Expenses and then bill or refund Tenant for any difference after close of the lease year in the manner described above; Landlord shall invoice Tenant under this option within thirty (30) days prior to the termination of this Lease or at any time thereafter. Landlord may at any time during the Term of this Lease increase the Monthly Rent to an amount which reflects Tenant's Pro Rata Share of the Operating Expenses based upon the previous year's excess Operating Expenses after giving Tenant thirty (30) days' notice. The Monthly Rent and any additional rental for Tenant's Pro Rata Share of the excess Operating Expenses are collectively referred to in this Lease as the "**Rent**."

"Operating Expenses" includes all expenses incurred with respect to the maintenance and operation of the Building and the Leased Premises, including, but not limited to, parking lot and landscaping maintenance and repair costs; water, sewer, gas, electric and other utility charges; snow removal, security (if provided), window washing, window and door repair and replacement; trash removal, pest control and janitorial and security services; insurance; property management; lake maintenance; amounts paid to any manager to supervise operation of the Leased Premises or other improvements on the land; amounts paid to contractors or subcontractors for work or services performed in connection with the operation of the Leased Premises, the Building or other improvements on the land; and all services, supplies, repairs, replacements or other expenses for maintaining and operating the Building and the Leased Premises and other improvements on the land, including common and parking areas.

The term **"Operating Expenses"** also includes all real property taxes and installments for special assessments for the Leased Premises and all insurance premiums Landlord is required to pay or deems necessary to pay (acting reasonably and in good faith), including but not limited to public liability insurance with respect to the Building, the Leased Premises, the land and other improvements on the land. Operating Expenses do not include any capital improvements to the Building or other work occasioned by fire, windstorm or other casualty, income and franchise taxes of Landlord, expenses incurred in leasing to or procuring of tenants, leasing commissions, advertising expenses, expenses for renovating of space for new tenants, interest or principal payments on mortgage or other indebtedness of Landlord, nor depreciation allowance or expense.

Nothing herein contained shall require, or be construed to require, Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax, or capital levy that is, or may be, imposed upon Landlord, or (to the extent applicable) Landlord's stockholders, successors, or assigns; provided, however, that if at any time during the term of this Lease the methods of taxation

prevailing at the commencement of the term hereof shall be altered so that in lieu of, or as a substitute for, the whole or any part of the taxes, assessments, levies, impositions, or charges now levied, assessed, or imposed on real estate and the improvements thereon, there shall be levied, assessed, or imposed any such substitute tax, assessment, or charge upon Landlord or Landlord's interest in the Leased Premises or Building, Tenant shall pay and discharge the same as herein provided.

10. General Requirements of Law. At its sole cost and expense, Tenant will promptly comply with all material laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the commencement of the Term, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Leased Premises, insofar as they relate to the condition, use, or occupancy of the Leased Premises, excluding requirements of structural changes to the Building or the Leased Premises, unless required by the unique nature of Tenant's use or occupancy of the Leased Premises.

11. Hazardous Materials.

(a) "**Hazardous substance**" shall mean the substances included or which hereafter may be included with the definitions of the terms "**hazardous substance**" and "**hazardous material**" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 *et seq*., the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801 *et seq*., and to regulations promulgated under those various statutes as amended, and petroleum. "**Hazardous waste**" shall mean any waste listed as or meeting the identified characteristics of a "**hazardous waste**" under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 *et seq*., and regulations promulgated thereunder, collectively "**RCRA**," as amended. Also, any other federal, state, or local statute law, ordinance, code, rule, regulation, or order to decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, with all other federal, state, or local statutes, laws, ordinances, codes, rules, regulations, order or decree described in this Section 11, "**Hazardous Materials Laws**"). Notwithstanding anything to the contrary in this Section 11, common cleaning chemicals shall be excluded from the coverage of this Section provided that they are properly used and stored.

(b) Tenant will not cause or permit the storage, use, generation, or disposition of any hazardous materials in, on, or about the Leased Premises. In addition, Tenant will not permit the Leased Premises to be used or operated in a manner that may cause the Leased Premises to be contaminated by any Hazardous substance in violation of any Hazardous Materials Laws. Tenant will immediately advise Landlord in writing of: (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any Hazardous substance affecting the Leased Premises; and (2) all claims made or threatened by any third party against Tenant, Landlord, or the Leased Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any hazardous materials on or about the Leased Premises. Tenant will not, without Landlord's prior written consent, take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous substance in, on, or about the Leased Premises.

(c) Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with Tenant's breach of its obligations in this Section 11.

Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Leased Premises and any other property of whatever nature located on the project to their condition existing prior to the appearance of Tenant's Hazardous substance on the Leased Premises. Tenant's obligations under this Section 11 will survive the expiration or other termination of this Lease.

(d) Landlord shall not knowingly permit or cause any Hazardous Substance to be used, stored, generated, or disposed on, in or about the Building by Landlord, its agents, employees, representatives, contractors, suppliers, subtenants, concessionaires, licensees or invitees (collectively, "Landlord's Agents"). If Hazardous Substances are used, stored, generated, or disposed on or in the Building by Landlord's Agents, or if the Leased Premises are currently contaminated, Landlord will be solely responsible for and will defend, indemnify and hold Tenant, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with such occurrence or contamination. Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Leased Premises and any other property of whatever nature located on the project to their condition existing prior to the appearance of such occurrence or contamination. To the extent applicable and relevant, Landlord's obligations under this Section will survive the expiration or other termination of this Lease.

The words "knowledge" and "best of knowledge" or words of similar effect signify that, no facts have come to Landlord's attention which would give Landlord actual knowledge or actual notice that any such statements, opinions or other matters are not accurate, and that Landlord has not undertaken any investigation or verification of such matters.

12. Alterations. Tenant may make alterations and improvements to the Leased Premises at Tenant's sole cost and expense and only with Landlord's prior consent of the proposed plans of alterations and improvements. Such plans shall be in detail as reasonably required by Landlord, and such consent shall not be unreasonably withheld, conditioned or delayed.

13. Lease or Assignment by Tenant; Landlord. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors, and assigns, covenants that it will not assign, mortgage, or encumber this Lease, nor lease, nor permit the Leased Premises or any part of the Leased Premises to be used or occupied by others, without the prior written consent of Landlord in each and every instance, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment or lease in violation of the provisions of this Section 13 will be void. Landlord may freely assign this Lease or any of its interest therein at any time without the consent of Tenant.

14. Rules and Regulations. Although there are no rules and regulations in effect at this time, Landlord may, at its sole discretion, from time to time adopt, amend, delete, or modify reasonable rules and regulations for the use, safety, cleanliness, and care of the Building, the Leased Premises, and the comfort, quiet, and convenience of occupants. Tenant and its employees, agents, licensees and visitors will at all times observe faithfully, and comply strictly with, such rules and regulations. In the event the rules and regulations are amended or modified, such amendments and/or modifications will become effective as to all occupants in the Leased Premises. Modifications or

additions to the rules and regulations will be effective upon thirty (30) days' prior written notice to Tenant from Landlord. In the event of any breach of any of the rules or regulations or any amendments or additions to such rules and regulations, Landlord will have all remedies available that this Lease provides for default by Tenant, and will in addition have any remedies available at law or in equity, including the right to enjoin any breach of such rules and regulations. Landlord will not be liable to Tenant for violation of such rules and regulations by any other occupants of the Leased Premises, their employees, agents, visitors, or licensees or any other person. In the event of any conflict between the provisions of this Lease and the rules and regulations, the provisions of this Lease will govern. Landlord agrees to enforce its rights under such rules and regulations against Tenant in a manner consistent with its enforcement of such rights, rules and regulations respecting other tenants of the Building.

15. Common Areas. As used in this Lease, the term "**common areas**" means, without limitation, the hallways, entryways, driveways, walkways, terraces, trash facilities, and all other areas and facilities in and around the Building that are provided for or designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant with other tenants of the Building and their respective employees, invitees, licensees, or other visitors. Landlord grants Tenant, its employees, invitees, licensees, and other visitors a non-exclusive license for the Term to use the common areas in common with others entitled the use the common areas, subject to the terms and conditions of this Lease. In the event of an emergency, without advance written notice to Tenant, and without liability to Tenant in any respect, Landlord will have the right to: (i) temporarily close any of the common areas for maintenance, alteration, or improvement purposes; and (ii) change the size, use, shape, or nature of any such common areas.

16. End of Lease Term. At the end of this Lease, Tenant will promptly quit and surrender the Leased Premises broom-clean, in good order and repair, ordinary wear and tear and damage by casualty excepted. If Tenant is not then in default, Tenant may remove from the Leased Premises any trade fixtures, equipment, and movable furniture placed in the Leased Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building. Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements on the Leased Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without written notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord for all reasonable expenses incurred in connection with the removal of such property, including but not limited to the cost of repairing any damage to the Leased Premises or Leased Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

17. Eminent Domain. If all of the Leased Premises are taken by exercise of the power of eminent domain (or conveyed by Landlord in lieu of such exercise) this Lease will terminate on a date (the "**Termination Date**") which is the earlier of the date upon which the condemning authority takes possession of the Leased Premises or the date on which title to the Leased Premises is vested in the condemning authority. If more than 25% of the rentable area of the Leased Premises is so taken, Tenant will have the right to cancel this Lease by written notice to Landlord given within thirty (30)

days after the Termination Date. If less than 25% of the rentable area of the Leased Premises is so taken, or if Tenant does not cancel this Lease according to the preceding sentence, the Rent will be abated in the proportion of the rentable area of the Leased Premises so taken to the rentable area of the Leased Premises immediately before such taking, and Tenant's share will be appropriately recalculated. If 25% or more of the Building is so taken, Landlord may cancel this Lease by written notice to Tenant given within thirty (30) days after the Termination Date. In the event of any such taking, the entire award will be paid to Landlord and Tenant will have no right or claim to any part of such award; however, Tenant will have the right to assert a claim against the condemning authority in a separate action, so long as Landlord's award is not otherwise reduced, for Tenant's moving expenses and leasehold improvements owned by Tenant.

18. Damage and Destruction.

(a) If the Leased Premises or the Building are damaged by fire or other insured casualty, Landlord will give Tenant written notice of the time which will be needed to repair such damage, as determined by Landlord in its reasonable discretion, and the election (if any) which Landlord has made according to this Section 18. Such notice will be given before the thirtieth (30th) day (the "**Notice Date**") after the fire or other insured casualty.

(b) If the Leased Premises or the Building is damaged by fire or other insured casualty to an extent which may be repaired within one hundred twenty (120) days after the Notice Date, as reasonably determined by Landlord, Landlord will promptly begin to repair the damage after the Notice Date and will diligently pursue the completion of such repair, without delay or interruption. In that event this Lease will continue in full force and effect except that Rent will be abated on a pro rata basis from the date of the damage until the date of the completion of such repairs (the "**Repair Period**") based on the proportion of the rentable area of the Leased Premises Tenant is unable to use during the repair period.

(c) If the Leased Premises or the Building are damaged by fire or other insured casualty to an extent that may not be repaired within one hundred twenty (120) days after the Notice Date, as reasonably determined by Landlord, then: (1) Landlord may cancel this Lease as of the date of such damage by written notice given to Tenant on or before the Notice Date; or (2) Tenant may cancel this Lease as of the date of such damage by written notice given to Landlord within fifteen (15) days after Landlord's delivery of a written notice that the repairs cannot be made within such one hundred twenty- (120) day period. If neither Landlord nor Tenant so elects to cancel this Lease, Landlord will diligently proceed to repair, without delay or interruption, the Building and Leased Premises and Rent will be abated on a pro rata basis during the repair period based on the proportion of the rentable area of the Leased Premises Tenant is unable to use during the repair period.

(d) Notwithstanding the provisions of subparagraphs (a), (b), and (c) above, Landlord shall have no obligation whatsoever to repair, reconstruct, or restore the Leased Premises and/or the Building if any of the following occurs:

(1) The damage or destruction is not fully covered by insurance maintained by Landlord for Landlord's benefit;

(2) The damage or destruction occurs during the last 12 months of the Term or any renewal or extension thereof;

(3) Tenant is in default of the Lease as described in Section 23; or

(4) Tenant has abandoned or vacated the Leased Premises.

(5) The Building vacancy is greater than 50% of rentable space at the time of the damage or destruction.

In any such event, Landlord may terminate this Lease by written notice to Tenant given within thirty (30) days after the damage or destruction.

(e) If any such damage by fire or other casualty is the result of the willful conduct or sole gross negligence or failure to act of Tenant, its agents, contractors, employees, or invitees, there will be no abatement of Rent or any other sum due hereunder as otherwise provided for in this Section 18. Tenant will have no rights to terminate this Lease on account of any damage to the Leased Premises or the Building, except as set forth in this Lease.

19. Subordination. This Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, deed of trust, or other lien or encumbrance (each a "**superior lien**"), together with any renewals, extensions, modifications, consolidations, and replacements of such superior lien, now or after the date affecting or placed, charged or enforced against the Leased Premises, or all or any portion thereof or any interest of Landlord in them or Landlord's interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument expressly provides that this Lease is superior to such instrument). This provision will be self-operative and no further instrument of subordination will be required in order to affect it. Notwithstanding the foregoing, Tenant will execute, acknowledge, and deliver to Landlord, within twenty (20) business days after written demand by Landlord, such documents as may be reasonably requested by Landlord or the holder of any superior lien to confirm or effect any such subordination, provided that any such superior lien holder agrees that this Lease shall remain in effect and Tenant's right to possession and quiet enjoyment will not be disturbed for the full Term (as may be extended) as long as Tenant is not in default under this Lease. Landlord covenants to timely perform the terms of the City Lease such that Tenant shall enjoy peaceful possession of the Leased Premises throughout the Term of this Lease. Landlord warrants there are no mortgages on the Leased Premises prior to the interests of Tenant at the execution of this Lease.

20. Entry by Landlord. Landlord, its agents, employees, and contractors may enter the Leased Premises at any time in response to an emergency and upon 24-hour notice from Landlord to Tenant at reasonable hours to:

(a) Inspect the Leased Premises;

(b) Exhibit the Leased Premises to prospective purchasers, lenders, or tenants;

(c) Determine whether Tenant is complying with all its obligations in this Lease;

(d) Post written notices of non-responsibility or similar notices; or

(e) Make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Leased Premises; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

Landlord will at all times have and retain a key with which to unlock all of the doors in, on, or about the Leased Premises (excluding Tenant's vaults, safes, and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any and all means Landlord may deem proper to open doors in and to the Leased Premises in an emergency in order to obtain entry to the Leased Premises, provided that Landlord will promptly repair any damages caused by any forced entry. Any good faith entry to the Leased Premises by Landlord in accordance with this Section 20 will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Leased Premises or an eviction, actual or constructive, of Tenant from the Leased Premises or any portion of the Leased Premises.

21. Indemnification. As used in this Section, **"Claims"** means any claims, suits, proceedings, actions, cause of action, mechanics' or materialman's liens, liability, demands, judgments, and executions.

Indemnification by Tenant. Tenant agrees to indemnify and hold Landlord harmless against all Claims arising from Tenant's conduct, management of Tenant's business, use and occupancy of the Leased Premises, construction of any alterations, breach of any of the terms and conditions of this Lease, or the negligence or willful misconduct of Tenant. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to hold Tenant responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Landlord, its agents, servants, contractors or employees. In case of any action or proceeding brought against Landlord by reason of such claim as is described in the initial sentence of this paragraph, Tenant, upon written notice from Landlord, covenants to defend such action or proceeding by counsel reasonably acceptable to Landlord.

Indemnification by Landlord. Landlord agrees to indemnify and hold Tenant harmless against all Claims arising from Landlord's conduct, management of Landlord's business, construction of improvements by Landlord's Work, breach of any of the terms and conditions of this Lease, or the negligence or willful misconduct of Landlord. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to hold Landlord responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Tenant, its agents, servants, contractors or employees. In case of any action or proceeding brought against Tenant by reason of such claim as is described in the initial sentence of this paragraph, Landlord, upon written notice from Tenant, covenants to defend such action or proceeding by counsel reasonably acceptable to Tenant.

Waiver of Subrogation. Landlord and Tenant now waive any rights of subrogation or recovery against the other for damage or loss to their respective property which is covered by policies of insurance obtained (or which should have been obtained) pursuant to this Lease to the extent of the damage or loss covered. Landlord and Tenant shall be entitled to reimbursement from the other for the cost of any deductible paid on a claim in which a waiver of subrogation or recovery applies.

The foregoing indemnities shall include attorneys' fees, investigation costs and all other reasonable costs and expenses incurred by the indemnified party in any connection therewith. The provisions of this Section shall survive the expiration or termination of this Lease with respect to any damage, injury or death occurring before such expiration or termination. If an indemnified party is made a party to any litigation commenced by or against the indemnifying party or relating to this Lease or to the Leased Premises, and provided that in any such litigation the indemnified party is not finally adjudicated to be solely at fault, then the indemnifying party shall pay all reasonable costs and expenses, including attorneys' fees and court costs, incurred by or imposed upon the indemnified party, reduced by indemnified parties percentage of fault, because of any such litigation, and such amount shall be a demand obligation owing by the indemnifying party to the indemnified party. Each party, when indemnified hereunder, reserves the right to retain counsel of its choice, at the indemnified party's expense, to defend against any such Claims or actions. Notwithstanding anything in this Section to the contrary, a party shall not be liable to an indemnified party for any Claims resulting from the gross negligence or willful misconduct or any other act or omission of such indemnifying party, its agents, employees, or contractors to the extent such Claims are covered by the insurance required to be maintained pursuant to this Lease, and under no circumstances shall either party ever be liable for consequential damages or special damages.

22. Quiet Enjoyment. Landlord covenants and agrees with Tenant that so long as Tenant pays the Monthly Rent and the other sums due hereunder and observes and performs all the terms, covenants, and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoyed the Leased Premises.

23. Events of Default. The following events are referred to, collectively, as "**events of default**" or, individually, as an "**event of default**:"

(a) Tenant defaults in the due and punctual payment of Monthly Rent or any other sum due hereunder, and such default continues for ten (10) business days after written notice from Landlord; however, Tenant will not be entitled to more than one (1) written notice for monetary defaults during any twelve-(12) month period, and if after such written notice any Monthly Rent or any other sum due hereunder is not paid when due, an event of default will be considered to have occurred without further notice;

(b) Tenant vacates or abandons the Lease Premises for a continuous period in excess of forty-five (45) business days;

(c) This Lease or the Leased Premises or any part of the Leased Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within fifteen (15) days after its levy;

(d) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the Tenant States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

(e) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or

substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within ninety (90) days after such institution or appointment; or

(f) Tenant breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such thirty (30) day period, if Tenant fails to diligently commence to cure such breach within thirty (30) days after written notice from Landlord and to complete such cure within a reasonable time thereafter.

24. Landlord's Remedies. If any one or more events of default set forth in Section 23 occur then Landlord has the right, at its election:

(a) To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Leased Premises will cease and this Lease will be terminated as if the expiration of the Lease term fixed in such notice were the end of the Lease Term in which event Landlord's damages shall be calculated pursuant to Section 25 below.

(b) Without further demand or notice, but in accordance with the law, to reenter and take possession of the Leased Premises or any part of the Leased Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass and without prejudice to any remedies or any preceding breach of covenants or conditions; or

(c) Without further demand or notice to cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced, provided that Landlord will have no obligation to cure any such event of default of Tenant.

Should Landlord elect to reenter as provided in subsection (b), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Leased Premises or any part of the Leased Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Leased Premises) as Landlord, in its reasonable discretion, may determine, and Landlord may collect and receive the rent. Landlord will undertake reasonable efforts to mitigate its damages in the event of default by Tenant, but Landlord will in no way otherwise be responsible or liable for any failure to relet the Leased Premises, or any part of the Leased Premises, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession of the Leased Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Article or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

25. Certain Damages. In the event that Landlord does not elect to terminate this Lease as permitted in Section 24(a), but on the contrary elects to take possession as provided in Section 24(b), Tenant will pay to Landlord Monthly Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds (such payments of Monthly Rent balance or deficiency being made on the rent days herein specified), if any, of any reletting of the Leased Premises after deducting all of Landlord's reasonable expenses arising from with such reletting, including without limitation all repossession costs, brokerage commissions, reasonable attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new Lease term extends beyond the existing Term, or the Leased Premises covered by such new lease include other subleased premises not part of the Leased Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection with such reletting, and any rent concessions will be equally apportioned over the term of the new lease. Tenant will pay such rent and other sums to Landlord monthly on the day on which the Monthly Rent would have been payable under this Lease if possession had not been retaken, and Landlord will be entitled to receive such rent and other sums from Tenant on each such day.

26. Continuing Liability after Termination. In the event this Lease is terminated on account of the occurrence of an event of default, Landlord will be entitled to recover against Tenant as damages for loss of the bargain and not as a penalty:

(a) The worth at the time of award of the unpaid Monthly Rent and other sums due hereunder that have been earned at the time of termination; and

(b) The worth at the time of award of the amount by which the unpaid Monthly Rent and other sums due hereunder that would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided by Landlord.

The "**worth at the time of award**" of the amounts referred to in clauses (a) and (b) above is computed by adding interest at the per annum base interest rate of UMB Bank, Wichita, Kansas on the date on which this Lease is terminated from the date of termination until the time of the award.

27. Cumulative Remedies. Any suit or suits for the recovery of the amounts and damages set forth in Sections 24 and 25 may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the Term would have expired had there occurred no event of default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise. Provided however, nothing herein shall be construed to permit Landlord to recover multiple rent for the same month or other time period. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord,

will also be recoverable by Landlord from Tenant. Tenant waives any right of redemption arising as a result of Landlord's exercise of its remedies in the event of any default. Notwithstanding anything in this Lease to the contrary, in no event shall Tenant or Landlord be liable for, and the other party waives the right to seek, any consequential, speculative or punitive damages.

28. Parking, Signage and ATM.

Parking. Landlord will make available to Tenant on a non-exclusive basis with other Tenants of the Building at no additional cost to Tenant (other than maintenance, repair and related costs which are included in Operating Costs), 4 parking spaces for every 1,000 square feet of rentable square feet. Landlord will designate 4 parking spaces as "KSB Customer" along the center aisle of the parking lot as shown on Exhibit D attached hereto and made a part hereof by this reference.

Tenant will use available parking spaces serving the Leased Premises during the Term subject to such rules and regulations as may be established. In order to protect persons and property from injury or damage due to fire or other casualty and to provide suitable parking for visitors and the handicapped, Tenant agrees to restrict the parking of its motor vehicles and the motor vehicles of all of its employee, agents, contractors, customers, guests and invitees to those striped, designated parking areas provided at the Building site as the same may be configured from time to time by Landlord, so that all roadways, driveways, aisles and entry ramps shall remain open and unobstructed at all times for use as fire lanes and those parking spaces reserved for visitors and the handicapped will be available to those for whom they are intended.

Tenant shall not use the front entrance of the Building for loading and unloading activities. Tenant acknowledges that Landlord had made no allowance for any specific parking needs of Tenant's potential concessionaires, independent contractors or business entities. Accordingly, to the extent parking may become inadequate to accommodate such concessionaires, independent contractors or business entities, Landlord shall not be in default of the Lease and Landlord shall have the right to make demand on Tenant to terminate the rights of those entities from parking in the parking area and causing a burden on the parking area.

Should a motor vehicle be parked by Tenant or by any of its employees, agents, contractors, customers, guests and invitees other than in such designated parking areas, Tenant covenants and agrees that Landlord may, after providing reasonable notice to Tenant, remove or cause the removal of such motor vehicle from the parking area at the cost of the owner thereof, and Landlord shall not be liable to such owner or any other person for any loss or damage which may result therefrom. Landlord reserves the right to make such additional rules and regulations pertaining to parking as may be reasonably necessary for the orderly use, maintenance and ownership of the Building.

Signage. Tenant shall have signage on the existing directory board in the lobby. Landlord is responsible for the cost of the sign and installation according to building standard. Tenant shall have at its own cost, the right to place a sign in the public corridor at its entrance to the premise, subject to Landlord's written approval. Sign in public corridor shall meet building standards in material, style, size, placement and other attributes. Tenant shall have at its sole cost, the right to have a sign installed on the building street monument currently located on Cypress Street. Monument sign shall meet existing monument standards.

ATM. Tenant may, at its own cost and expense, construct, operate and maintain a drive-up ATM with canopy of facade (the "ATM") to be located in the parking lot of the Building and shall occupy up to Ten (10) parking spaces or equivalent area. The location, traffic flow and design of the ATM shall be mutually agreed upon by Landlord and Tenant. Tenant shall obtain all the legal permits required for construction and operation of the ATM. Upon Lease termination or before, at its own expense, shall be responsible for removing the ATM and return the premises to its original condition. Tenant shall pay Landlord an ATM rental fee for the use of the land, in the amount of Three hundred dollar and 00/100 ($300.00) each month in addition to the Lease Monthly Rent. ATM rental fee shall begin upon completion of construction of ATM and monthly payment shall continue until ATM is removed and premises are returned to original condition. ATM rental fee shall be paid according to all the rules and conditions in paragraph 4 above. During the construction of the ATM, work crews hired by tenant shall not at any time obstruct or disrupt any access to parking lot from the street and shall not in any way impede traffic flow in the parking lot.

29. Miscellaneous.

(a) No Construction against Drafting Party. Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against Landlord merely because Landlord has prepared it.

(b) Time of the Essence. Time is of the essence of each and every provision of this Lease.

(c) No Waiver. The waiver by Landlord of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of Monthly Rent or any other sum due hereunder by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular Monthly Rent or any other sum hereunder so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Monthly Rent or other payment.

(d) Estoppel Certificates. At any time and from time to time but within thirty (30) days after prior written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord, promptly upon request, a certificate certifying: (i) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (ii) the date, if any, to which Monthly Rent and other sums payable under this Lease have been paid; (iii) that no written notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate; (iv) that there is no event of default under this Lease or an event which, with notice or the passage of time, or both, would result in an event of default under this Lease, except for defaults specified in said certificate; and (v) such other matters as may be reasonably requested by Landlord.

(e) Holding Over. Except for the first three months after the end of the Term, as stated below, Tenant will have no right to remain in possession of all or any part of the Leased Premises after the expiration of the Term. If Tenant remains in possession of all or any part of the Leased Premises after the expiration of the Term, with the express or implied consent of Landlord: (i) such

tenancy will be deemed to be a periodic tenancy from month-to-month only; (ii) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (iii) such tenancy may be terminated by Landlord upon earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In such event, Monthly Rent for the first two months will be an amount equal to the Monthly Rent payable during the last month of the Term, and thereafter 125% of the Monthly Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Landlord may accept any such sums from Tenant without prejudice to Landlord's right to evict Tenant from the Leased Premises by any lawful terms. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease. Provided however; if Tenant does not timely exercise an available option, it may hold over for three (3) months after the end of the Term at the same Rent that existed at the end of the Term.

(f) Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered; sent by facsimile with receipt acknowledged; deposited with any nationally-recognized overnight carrier that routinely issues receipts; or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended, as set forth below. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other party in the manner prescribed in this Section 29(f).

If to Landlord: Pulse Headquarters, LLC
Attn: Alif Hourani
P.O. Box 780085
Wichita, KS 67278
Telephone: (316) 655-5008
Facsimile: (316) 634-0294

If to Tenant: Kansas State Bank of Manhattan
Attn: Eric Valaika, EVP/COO
1010 Westloop Place
Manhattan, Kansas 66602
Telephone: (785) 587-4000 Ext 121
Facsimile: (785) 587-4010

(g) Severability. If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(h) Written Amendment Required. No amendment, alteration, modification of, or addition to this Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant.

(i) Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this

Lease, have been made to Tenant respecting the condition or the manner of operating the Leased Premises, or the Building.

(j) Captions. The captions of the various articles and sections of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of such articles and sections.

(k) Authority. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors or partners, as the case may be, and agree upon request to deliver to Landlord a resolution or similar document to that effect.

(l) Liability of Landlord. Except as expressly provided in this Lease, Landlord, and in case Landlord shall be a joint venture, partnership, limited liability company, tenancy-in-common, association or other form of joint ownership, and the members of any such joint venture, partnership, limited liability company, tenancy-in-common, association or other form of joint ownership (collectively for purposes of this paragraph "Landlord"), shall have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default by Landlord of any of its obligations. Tenant shall look solely to the equity of the owner of the Premises in the Premises at the time of the breach or default for the satisfaction of any remedies of Tenant. Such exculpation of liability shall be absolute and without any exception whatsoever.

(m) Brokers. Landlord shall compensate Broker pursuant to a separate agreement. Landlord and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Leased Premises, except that Patrick Ahern of NAI Martens represents the Tenant. Each of them will indemnify the other against, defend and hold the other harmless from any claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorneys' fees), fees or commissions arising from either:

(1) A claim for a fee or commission made by any broker claiming to otherwise have acted by or on behalf of Tenant or Landlord in connection with this Lease; or

(2) A claim of, or right to, lien under the Statutes of the state of Kansas relating to real estate broker liens.

(n) Governing Law and Venue. This Lease will be governed by and construed pursuant to the laws of the state of Kansas. Exclusive jurisdiction for litigating and resolving any dispute under this Lease lies in Kansas, and exclusive venue lies only in Sedgwick County, Kansas, whether in state or federal court.

(o) Omitted.

(p) Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

(q) Attorney's Fees. If either Landlord or Tenant commences, engages in, or threatens to commence or engage in any legal action or proceeding against the other party (including, without limitation, litigation or arbitration) arising of or in connection with this Lease or the Leased Premises including, without limitation: (i) the enforcement or interpretation of either party's rights or obligations under this Lease (whether in contract, tort, or both); or (ii) the declaration of any rights or obligations under this Lease, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees, together with any costs and expenses, incurred in any such action or proceeding, including any attorney's fees, costs, and expenses incurred on collection and on appeal.

(r) Notice of Landlord's Default. In the event of any default by Landlord under this Lease, Tenant will deliver to Landlord written notice of such default and Landlord will have thirty (30) days after receipt of such notice to cure such default or, in the event such default cannot reasonably be cured within a thirty- (30) day period, to commence action within such thirty- (30) day period and proceed diligently to cure such default.

30. Representations and Covenants. Tenant makes the following covenants and representations as the basis for the undertakings on its part herein contained:

(a) Due Organization and Authority of Tenant. Tenant represents that it is a Kansas corporation duly authorized and qualified to do business in the State of Kansas, with lawful power and authority to enter into this Lease.

(b) No Conflicts. Tenant represents that neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of this Lease contravenes the Articles of Organization or Bylaws of Tenant, or conflicts with or results in a breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which Tenant is a party or by which it is bound, or constitutes a default (disregarding any required notice or the passage of any period of time) under any of the foregoing, or violates any existing law, administrative regulation or court order or consent decree to which Tenant is subject.

(c) Valid Obligations. This Lease constitutes a legal, valid and binding obligation of Tenant enforceable in accordance with its terms.

Landlord makes the following covenants and representations as the basis for the undertakings on its part herein contained:

(d) Due Organization and Authority of Landlord. Landlord represents that it is a Kansas limited liability company duly authorized and qualified to do business in the State of Kansas, with lawful power and authority to enter into this Lease.

(e) No Conflicts. Landlord represents that neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of this Lease contravenes the Certificate of Organization or Operating Agreement of Landlord, or conflicts with or results in a breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which Landlord is a party or by which it is bound, or constitutes a default (disregarding any required notice or the passage of any

period of time) under any of the foregoing, or violates any existing law, administrative regulation or court order or consent decree to which Landlord is subject.

(f) Valid Obligations. This Lease constitutes a legal, valid and binding obligation of Landlord enforceable in accordance with its terms.

31. Options to Renew. If Tenant timely performs all terms, covenants, and conditions of Tenant under this Lease, then Tenant shall have two (2) consecutive options to renew this Lease for a term of five (5) years each by delivering to Landlord written notice of its election of the option at least 90 days before the end of the term of this Lease, or before the end of a renewal term, as the case may be. Tenant waives its option and all remaining options to renew if it fails to deliver to Landlord timely notice of its election.

Rent for the renewal periods shall be at the Current Market Rate. The current market rental rate, and other terms and conditions necessary to establish the rent when Tenant is exercising an option, shall be determined as follows:

(a) **"Current Market Rate"** shall be defined as the bona fide rates, terms and conditions then being offered in "arm's length" transactions to prospective tenants for comparable space in comparable buildings in the same geographic submarket as the Building, recognizing that there shall be no brokerage fees in the transaction.

(b) Landlord shall notify Tenant in writing of Landlord's determination of the Current Market Rate within thirty (30) days following receipt of Tenant's notice. If, within fifteen (15) days after receipt of such market rate notice, Tenant fails to notify Landlord in writing of Tenant's objections to Landlord's proposed Current Market Rate, Tenant shall be deemed to have accepted Landlord's Current Market Rate and Landlord will prepare an appropriate amendment to this Lease. If, within the 15-day period, Tenant notifies Landlord in writing of its objections to Landlord's proposed Current Market Rate, the parties agree to negotiate their differences in good faith within thirty (30) days following Tenant's notice of objections to Landlord. If the parties fail to agree on a Current Market Rate within the 30-day period, then Tenant shall have ten (10) days thereafter within which to withdraw its notice or to notify Landlord of its desire to arbitrate the Current Market Rate. If Tenant fails to notify Landlord of its election within the 10-day period, Tenant shall be deemed to have elected to arbitrate as of the last day of the 10-day period, and the determination of Current Market Rate shall be settled by arbitration in accordance with the provisions of subparagraph c) below.

(c) In the event of a continuing dispute concerning Current Market Rate, Tenant and Landlord shall each appoint a local appraiser who is a member of the American Institute of Real Estate Appraisers, or if it shall not then be in existence, a member of the most nearly comparable organization, and who has a minimum of five (5) years' experience in the Wichita, Kansas commercial office leasing market who is licensed by the State of Kansas, and who is not affiliated with either party or involved in an active transaction in which either party is also involved. Each party shall notify the other as to the name and address of the appraiser selected within ten (10) days after the arbitration election date. Each appraiser shall, during the next five (5) days, calculate the Current Market Rate and notify both parties of said determination of Current Market Rate. If the two appraisers agree upon a Current Market Rate, such determination shall be final and binding on the parties. If the two appraisers do not agree upon a Current Market Rate, the parties may mutually agree

to elect to average the rates calculated by the two appraisers, such option to be exercised by written notice from each party to the other party and to the appraisers within five (5) days after receipt of notice by the appraisers of their Current Market Rate calculations. If both parties do not elect to average, the rates calculated by the two appraisers will not be so averaged. If Landlord and Tenant agree to such an averaging, the resulting figure shall be the agreed-upon Current Market Rate. If Landlord and Tenant fail to agree to such an averaging within the 5-day notice period, the two appraisers shall select a third appraiser, who shall satisfy the same professional qualification requirements set forth above, and the appraisers will then notify Landlord and Tenant of such appraiser's name, address and selection within five (5) days following the failure of the parties to agree upon an averaged rate. The third appraiser will select one or the other of the two calculations of Current Market Rate submitted by the other two appraisers and will notify the parties and the appraisers within ten (10) days of being selected to make the Current Market Rate determination. The determination of the third appraiser shall be final and binding on Landlord and Tenant. The costs of arbitration shall be shared equally by Landlord and Tenant.

32. Contingency. Landlord's obligations under this Lease are contingent upon approval of the Lease by the City of Wichita and the Owners of the Bonds required by the City Lease. Landlord is the Owner of the Bonds and shall endeavor to obtain the City's consent as soon as reasonably possible.

Landlord:	Tenant:
Pulse Headquarters, LLC	**Kansas State Bank of Manhattan**
By: _____	By: _____
Alif Hourani, Manager	Eric Valaika, EVP/COO

Exhibit A

Drawing of Leased Premises

PULSE - State Bank.pdf

Exhibit B

Drawing of Tenant's Work

PULSE - State Bank.pdf

Exhibit C

Description of Tenant's Work

1. Architectural, Engineering and Mechanical plans
2. Create new entrance in area that is currently the west wall of the existing conference room,
3. Create new break room in southwest corner of the space with required plumbing, drainage, etc.
4. Create conference room to the north of new breakroom,
5. Remove south wall of existing conference room area,
6. Carpet throughout
7. Paint throughout
8. Floorboard throughout
9. Install optional ATM
10. Ceiling tiles throughout
11. Electrical, Telephone, Security, and Computer Cables to fit the new floor plan
12. HVAC configuration to fit the new floor plan
13. Refinish affected common areas to match existing finishes
14. Other items as necessary and approved by Tenant and Landlord

Exhibit D

KSB PARKING Pulse.pdf

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: 2015 Insurance Program

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Receive, file and ratify the report.

Background: Annually, the City places a number of insurance policies to provide coverage for risks to the City of Wichita, its assets and employees. These policies provide coverage for property, data processing, boiler/machinery, burglary/theft, employee dishonesty, excess workers' compensation, excess general liability, airport general liability, underground fuel storage, helicopter hull and helicopter general liability, fine arts, travel insurance, foreign travel and the Wichita Public Building Commission.

Analysis: To protect City assets and reduce the risk exposure, the City places the following lines of insurance coverage:

Property Insurance - All City-owned buildings (approximately 250) and contents are covered against named perils with total insured values exceeding $815 million. For policy year 2015, staff is recommending renewal with Zurich North America. The proposed premium is $604,860 annually, a rate reduction of 5.8% or $37,535 less than last year's rate. Zurich also proposed a $750,000 deductible per occurrence for wind and hail losses, down $250,000 from 2014. All other policy deductibles are $100,000 or less. Also proposed is an increase in business income limits from $2.5 million to $7.5 million.

The City maintains a separate policy for property, liability and boiler insurance on behalf of the Public Building Commission for the State Office Building. Property coverage limits are $35.5 million, with an additional $3.7 million in business interruption insurance. Property rates for 2015 through Travelers Insurance will remain flat with a $42,426 annual premium.

The Public Building Commission policy also includes general liability coverage of $2 million and a $1 million liability umbrella. Coverage is placed with Travelers Insurance Company with combined premiums totaling $18,395, a $537 increase in premium cost for 2015.

Workers' Compensation Excess Insurance - The City self-insures exposure to workers' compensation costs as permitted under K.S.A. 44-505(f). As a self-insured, K.A.R. 51-14-4 requires the City to purchase excess workers' compensation coverage to limit catastrophic exposure. Proposed workers' compensation excess coverage for 2015 will be placed with Safety National at a $750,000 self-insured retention level, and will experience a premium increase of $14,365 to $242,246. Adverse national trends relating to public entities, first responders and increased payroll are the main cost drivers responsible for the premium increase.

Crime (Burglary/Theft) Policy - This policy covers losses due to employee theft, credit card theft, other theft or robbery, forgery of documents, fraudulent transfers of funds and acceptance of counterfeit currency or money orders. Depending on the type of loss, policy limits range from $50,000 to $1 million. Rates for 2015 will increase $3, resulting in an annual premium cost of $11,369. This policy is placed with Hartford Fire Insurance Company.

Travel Accident Insurance - This policy, written through Zurich, provides insurance against the loss of life or limb of full-time City employees and City Council members while traveling for bona fide City business outside of the City limits or world-wide. The aggregate policy limit is $500,000, with the loss per individual limited to $100,000. If more than five individuals were subject to the aggregate limit, the policy limit would be split proportionately among the claimants. The 2015 premium cost will remain flat at $1,000 annually.

International Package - This policy, written through ACE American Insurance Company, provides for coverage to include $1 million general and automobile liability limits, $1 million for repatriation, $250,000 limits for accidental death and dismemberment, $5,000 limits for employee dishonesty, money and securities, and an aggregate of $1,000,000 for kidnap and extortion. For policy year 2015, rates will decrease 11.4% for a premium totaling $4,040.

Helicopter Liability - The City maintains liability and hull insurance on the MD 500E helicopter operated by the Police Department. The policy for 2015, written through Old Republic Insurance, contains limits of $1.2 million for damage to the hull and $1 million for liability. Premiums for 2015 will remain flat at $20,450 annually.

Art Collection - The Wichita Art Museum maintains coverage on the fine arts collections. At the request of Wichita Art Museum staff, policy limits will: increase from $100 million to $200 million for art within the museum; increase from $50 million to $100 million for unnamed or temporary locations world-wide; increase from $50 million to $100 million for art in-transit per conveyance world-wide; and increase from $100 million to $200 million aggregate limit for any one loss. The premium for policy year 2015 will increase from $41,200 to $80,000. The policy is placed 50% - 50% with ACE American Insurance Company and AXA Art Insurance Corporation.

Airport General Liability - The Airport maintains $100 million in general liability insurance coverage with a $1,000 deductible per occurrence. The policy is written through AIG with an annual premium of $34,005, a 5% increase from that of 2014.

Airport Underground Storage Tanks - The Airport maintains environmental liability insurance on 65 underground storage tanks managed by the Airport and Public Works & Utilities. Liability limits are $1 million per incident protecting the City against environmental loss only. The annual premium is $9,602, a 5.4% rate decrease from 2014. This policy is placed through Great American Insurance.

Federal Excess Liability - The City has purchased an excess liability insurance policy since June of 2007. The coverage applies to federal litigation, general liability and out of state lawsuits where the Kansas Tort Claims Act would not protect the City of Wichita. This coverage is often maintained in cities similar in size to Wichita to serve as a backstop for significantly high cost liability exposures. Some of these exposures include, but are not limited to, civil rights violations, discrimination, other federal actions and liability coverage for City vehicles when traveling outside the state of Kansas.

Depending on the type of loss reported, aggregate coverage limits vary from $20 million to $40 million per policy year with a $2 million self-insured retention. Premiums for this policy written through

AIG/Chartis total $285,000, reflecting a 4.6% decrease from 2014. This quote includes an increase in policy limits for 2015 by $5 million per occurrence and $10 million aggregate from last year.

Financial Considerations: The premiums for the insurance policies and related programs and services are included in the 2015 Adopted Budget. Several premium costs are re-allocated to departments through the establishment of auto liability, building and contents, and workers' compensation insurance rates. Coverage for the Police helicopter is budgeted and expended from the Police General Fund budget. Airport specific coverage is budgeted and expended from the Airport Fund. The Art Museum coverage is budgeted in its 2015 operating budget. Funding for the travel accident insurance and the crime policy is absorbed within the Self-Insurance Fund.

Legal Considerations: The City's liability on tort claims is limited under K.S.A. 75-6105 to $500,000 per claim. The City is allowed to self-insure workers' compensation based on K.S.A. 44-505(f), although excess workers' compensation coverage is required under K.A.R. 51-14-4. City Code 2.64.020 (h) authorizes the Purchasing Manager to negotiate the purchase of insurance coverage.

Recommendation/Action: It is recommended the City Council receive, file and ratify the 2015 Insurance Program, subject to minor modifications and verification of coverage details.

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: Assignment of Hansen Software Licenses from the City of Wichita to Sedgwick County (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the contract and authorize the necessary signatures.

Background: Beginning in 2009, the City of Wichita purchased Hansen software licenses and related support for the utilization of its code enforcement staff and related departments that overlap into code enforcement operations. The Hansen software is utilized for a variety of activities, including but not limited to the following: (1) contractors pulling permits for jobs to complete; (2) scheduling, completing, and keeping records for any code enforcement staff inspections; (3) arrangement of payments made by contractors for said permits; (4) maintenance and tracking of contractors' licensing, insurance, and continuing education credits; and (5) sending reminders to contractors and code enforcement staff when an end-date for permit completion is near.

Analysis: Subsequent to the original purchase in 2009, the City purchased additional Hansen software licenses. The total purchase price for these licenses exceeded $944,000**.** Effective January 1, 2013, the Metropolitan Area Building and Construction Department (MABCD) was formed, combining code enforcement operations for the City and the County. As a part of that merger, the County ceased using its previous software program that performed some of the same services as those offered by Hansen, and began utilizing Hansen software.

As the merger evolves and City employees are replaced with County employees, it is necessary that Sedgwick County become the "licensee" for this software. This license transfer will enable MABCD to migrate to a single IT and budgetary system when it moves into a consolidated facility later in 2015. Infor, the vendor of the Hansen software program, has indicated that in order for the County to continue to use Hansen and/or to take ownership of the licenses that had been purchased by the City, an assignment of said licenses would be required. The proposed agreements would transfer almost all of the Hansen licenses that the City has purchased since 2009, which have been paid in full, to the County. The County would then retain the rights to those licenses, with the City and its staff within the MABCD being considered an authorized user.

Financial Considerations: The $50,000 one-time cost for this transfer of software licenses will be incurred by the Special Revenue Fund. Under the proposed assignment, the vast majority of the licenses would be owned free and clear by the County, but the County would be responsible for the annual support fee, which would be a maximum of approximately $105,000 starting in December, 2015, as the City has already paid the annual support fees that were due on December 23, 2014.

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

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

Attachments: Contracts.

Contract 4026-11

infor

SOFTWARE LICENSE AGREEMENT

AGREEMENT NUMBER:_____

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made between **Infor Public Sector, Inc., a California corporation registered to do business in the State of Kansas** ("Infor"), and **Sedgwick County, Kansas** ("Licensee") as of the Effective Date, and as a part of the Partial Assignment, Assumption & Consent Agreement entered into by Infor, Licensee, and the City of Wichita, Kansas ("City"), under which the City assigned licenses to Licensee, as detailed within Exhibit A to the Partial Assignment, Assumption & Consent Agreement. The parties agree as follows:

1. Definitions.

(a) **"Affiliate"** means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) "**Component System**" means any one of the computer software programs which is identified in the applicable Order Form as a Component System. **"Component Systems"** refers, collectively, to every Component System listed in the applicable Order Form between the parties.

(c) "**Confidential Information**" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation, the Component Systems, all software provided with the Component Systems and all algorithms, methods, techniques, code (Source Code and Object Code) and processes revealed or utilized therein. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information. However, any information that the Licensee and/or the City may be required to disclose under the Kansas Open Records Act (K.S.A. 45-201 *et seq.*) is not considered Confidential Information.

(d) "**Delivery Address**" means the Licensee shipping address set forth in the applicable Order Form as the Delivery Address.

(e) **"Delivery Date"** means, for each Component System, the earliest of (a) the date that Infor places the Component System with a shipping agent, F.O.B. Destination Point, for shipment to the Delivery Address or such other address Licensee specifies, (b) the date Infor provides Licensee electronic access to the Component System by, for example, providing Licensee a URL, where the Component System is available for immediate electronic download along with access codes permitting download and access to the Component System, or (c) the date that Licensee actually receives the Component System.

(f) "**Discloser**" means the party providing Confidential Information hereunder.

(g) "**Documentation**" means the then-current Infor-provided operating and technical documentation relating to the features, functions and operation of a Component System.

(h) "**Documented Defect**" means a material deviation between the then-current, general release version of the Component System and its Documentation, for which Documented Defect Licensee has given Infor enough information for Infor to replicate the deviation on a computer configuration which is both substantially similar to the Equipment and is under Infor's control.

(i) "**Effective Date**" means the date identified on the signature page of this Agreement as the Effective Date.

(j) "**Equipment**" mean the hardware and/or systems software configuration (e.g., the computer, computer platform, operating systems and/or data base management system) specified in the Order Form, or, in the absence of any such specification in the Order Form, the hardware and/or systems software configuration on which Infor generally supports use of the Component System.

(k) "**Intellectual Property Rights**" means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(l) "**Licensee Employees**" means: (i) Licensee's employees with a need to know; (ii) City employees with a need to know; and (iii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved in writing by Infor, and who, prior to obtaining access to the Component Systems, have executed an Infor-approved non-disclosure agreement and paid any applicable fees, with any such fees having been disclosed to Licensee and requiring Licensee's express agreement before said fees may be charged.

(m) "**Marketing Associate**" means a third party entity specified on an Order Form which has an agreement with Infor authorizing such third party to market the Component Systems and related services, maintenance and support to Licensee.

(n) "**Object Code**" means computer programs assembled, compiled, or converted to magnetic or electronic binary form, which are readable and useable by computer equipment.

(o) "**Order Form**" means each order form or similar ordering document (including all Software Supplements)

between the parties incorporating the terms of this Agreement and/or the Support Agreement that sets forth the Component Systems, associated fees and User Restrictions, among other terms.

(p) "**Order Form Date**" means the date identified on the applicable Order Form as the Order Form Date.

(q) "**Recipient**" means the party receiving Confidential Information hereunder.

(r) "**Source Code**" means computer programs written in higher-level programming languages and readable by humans.

(s) "**Support Agreement**" means the Software Support Agreement entered into between the parties as of the Effective Date.

(t) "**Third Party Licensor**" means a third party whose software products ("**Third Party Products**") have been made available to Infor for distribution and licensing under the terms of its agreement with Infor (a "**Third Party Agreement**").

(u) "**User Restriction**" means any Component System user restriction identified in an Order Form (for example, and without limitation, number of named or concurrent users).

2. Right to Grant License and Ownership. Infor has the right to grant Licensee this license to use the Component Systems. Infor either owns all right, title and interest to, or has the right to license, the Component Systems.

3. License. Subject to the terms and conditions of this Agreement and the applicable Order Form (including, without limitation, with respect to termination), Infor grants Licensee (including any departments and/or employees within Licensee) a perpetual (unless otherwise specified on the Order Form), non-exclusive, non-transferable license (without the right to sublease or sublicense, but the Licensee and the City may transfer licenses between one another and provide written notification to Infor after any such transfer) to use and allow the City (collectively, "Licensee Affiliates") and the City's employees, regardless of department, the right to use the Component Systems (including any updates, enhancements or modifications to such Component Systems that Infor provides under the Support Agreement) on the Equipment for Licensee's and Licensee Affiliates' own, internal computing operations. The licenses that Licensee holds the rights to in this Agreement are those identified within Exhibit A to the Partial Assignment, Assumption & Consent Agreement, with said exhibit being incorporated into this Agreement for the purposes of indicating the licenses that Licensee has the rights to as of the Effective Date of this Agreement. Also, as reflected within Para. 8 of the Partial Assignment, Assumption & Consent Agreement and indicated within Exhibit A thereto, the Licensee forfeited thirty (30) of the Hansen 8 CDR Bundles that the City had previously purchased. The computer readable media containing the Component Systems may also contain software programs for which Licensee is not granted a license for use. Licensee may not make any use of any such software programs for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Documentation. Except as otherwise provided in the applicable Software Supplement, Licensee may make a reasonable number of copies of the Documentation for each Component System for its internal use in accordance with the terms of this Agreement.

(b) Additional Restrictions on Use of the Component Systems. Licensee's use of the Component Systems is subject to any User Restrictions specified in the applicable Order Form. Except to the extent contrary to applicable law, Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Component Systems. Licensee is prohibited from using the Component Systems to provide service bureau data processing services or to otherwise provide data processing services to third parties, other than the City. Licensee will not allow the Component Systems to be used by, or disclose all or any part of the Component Systems to, any person except Licensee or City Employees. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Component Systems and Licensee will neither export or re-export, directly or indirectly, the Component Systems, nor any direct product thereof in violation of such laws, or use the Component Systems for any purpose prohibited by such laws. Licensee acknowledges that a special security program or code ("Key") may be required to operate the Component System. Any such Key may prevent the Component System from operating (i) on any configuration other than the Equipment or (ii) for more than the maximum number of users specified in an Order Form.

(c) Intellectual Property Rights Notices. Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that Infor otherwise provides with the Component Systems. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Component Systems.

(d) Notice. To use any of the Component Systems, Licensee may also need to obtain, install and maintain Infor-supported versions of certain software products, database software products and certain software/hardware peripherals. By this notice, Infor is advising Licensee that Licensee should request information about such necessary software products, database software products and software/hardware peripherals.

(e) Source Code. Unless otherwise explicitly provided in an Order Form, Licensee has no license to access or use, or any other rights in or to, the Source Code for a particular Component System. If the Order Form grants Licensee a license to use Source Code for a particular Component System, then Licensee has the limited right to use such Source Code to modify such Component System for its own, internal computing operations. Subject to the foregoing, Licensee will not disclose all or any part of the Source Code for a Component System to any person except Licensee Employees who, before obtaining access to the Source Code, have been informed by Licensee in writing of the non-disclosure obligations imposed on both Licensee and such Licensee Employees under this Agreement. Infor will own all right, title and interest to all

derivative works of the Component System (**"Derivative Works"**), even if solely created by Licensee pursuant to a license to use Source Code hereunder. Licensee hereby assigns to Infor absolutely all of its rights, title and interest in and to any Derivative Works created by the Licensee together with all Intellectual Property Rights therein. Subject to the terms and conditions of this Agreement, Infor grants Licensee (if licensed to use Source Code hereunder) a perpetual (unless otherwise specified in the Order Form), non-exclusive, non-transferable (other than the ability for the City and Licensee to transfer licenses between one another) license (without the right to sublease or sublicense) to use and copy for use the Derivative Works created by Licensee or created by Infor at Licensee's request and payment, for Licensee's own, internal computing operations. Upon Infor's request, Licensee will provide Infor with a copy (including all documentation related thereto) of all Derivative Works created by Licensee and will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein.

(f) Escrow of Source Code. A Master Source Code Escrow Agreement has been established with Iron Mountain, Intellectual Property Management. Licensee shall have the right to become a beneficiary of the Escrow Agreement, provided that Licensee agrees to be bound by the term of such Escrow Addendum attached hereto Licensee may gain access to the Source Code for the Component System(s) listed in the Enrollment Form, with any one or more of the following circumstances, uncorrected for more than thirty (30) days. ("Release Conditions"): (i) Entry of an order for relief under Title 11 of the United States Bankruptcy Code; (ii) The making by Depositor of a general assignment for the benefit of creditors; (iii) The appointment of a general receiver or trustee in bankruptcy of Depositor's business or property; or (iv) Action by Depositor under any state or federal insolvency or similar law for the purpose of its bankruptcy, or liquidation. Infor reserves the right to change its Escrow Agent, and in the event it does, Infor will provide written notice to Licensee of the name of the new escrow agent and provide Licensee with a revised Escrow Agreement.

4. **Delivery**. Except as otherwise provided in the applicable Order Form, the Delivery Date shall not be later than thirty (30) days after the Order Form Date.

5. **Metropolitan Area Building and Construction Department ("MABCD")**. The parties hereby acknowledge that the MABCD is a joint governmental entity, comprised of City of Wichita, Kansas, and Sedgwick County, Kansas, such that neither: (a) the MABCD as an entity; nor (b) staff of the MABCD (which includes City and County employees) can be considered as a separate entity for purposes of denying the MABCD or MABCD staff access to Infor's licenses, other goods, support, or other services contained in any agreements between Infor and Licensee and/or the City.

6. **Payment and Taxes**.

(a) Payment. Licensee will pay Infor all license fees (as specified on an Order Form) within thirty (30) days of the Order Form Date and all invoices within thirty (30) days of the date of invoice. In the event that no bona fide dispute exists between the partis, late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law. If a bona fide dispute exists between the parties, said late charge shall not apply.

(b) Taxes and Shipping Charges. Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) and shipping charges relating to this Agreement, the Component Systems, any services provided and payments made under this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement and any Order Form. Infor will invoice Licensee for applicable tax and shipping amounts and such invoices are due upon Licensee's receipt thereof.

(c) Licenses Assigned to Licensee. All licenses referred to in the Partial Assignment, Assumption & Consent Agreement, which have been assigned from the City to Licensee have been paid for in full by the City and/or Licensee. As a result, neither the Licensee nor the City owe Infor any additional money for licenses, unless any such licenses were to be purchased after the Effective Date of this Software License Agreement.

7. **Limited Warranty, Disclaimer of Warranty and Remedies.**

(a) Limited Software Warranty by Infor and Remedy For Breach. Infor warrants that each Component System licensed to Licensee will operate without a Documented Defect for a period of ninety (90) days from the Delivery Date. Infor warrants that the media on which the Component System is delivered will be free of material defects in material and workmanship for a period of ninety (90) days from the Delivery Date. Infor's sole obligation with respect to a breach of either of the foregoing warranties shall be to repair or replace the Component System or media giving rise to the breach of warranty.

(b) Disclaimer of Warranty. The limited warranties in this Section 7 are made to Licensee exclusively and are in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS AGREEMENT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT, OR WILL MEET LICENSEE'S REQUIREMENTS.**

(c) Abrogation of Limited Warranty. Infor will have no obligation under this Section 7 to the extent that any alleged breach of warranty is caused by: (i) any modification of the Component System; (ii) Licensee's failure to undertake best efforts to implement changes that Infor provides to correct or improve the Component System within six (6) months; or (iii) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. To the extent that an alleged breach of warranty concerns a Third Party Product that is

subject to a more limited warranty under a Third Party Agreement than specified in Section 7(a) above, Infor's obligations hereunder will be further limited accordingly. The limited warranty in Section 7(a) shall not apply to (x) updates, enhancements or modifications provided under the Support Agreement or (y) previously licensed Component Systems for which Licensee is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

(d) **HIGH RISK ACTIVITIES. THE COMPONENT SYSTEMS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE COMPONENT SYSTEMS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. LICENSEE AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE COMPONENT SYSTEMS IN SUCH APPLICATIONS.**

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except in connection with the Component Systems and any software programs provided with the Component Systems, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain both the Component Systems and any software programs provided with the Component Systems, including all algorithms, methods, techniques, code and processes revealed therein, as confidential will survive in perpetuity. However, any information that the Licensee and/or the City may be required to disclose under the Kansas Open Records Act (K.S.A. 45-201 *et seq.*) is not considered Confidential Information.

9. Indemnity. Infor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a third party claim that the Component System infringes any copyright of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Infor of any such claim; (ii) Licensee must in writing grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must cooperate with Infor to facilitate the settlement or defense of the claim. Infor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Component System; or (b) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. If any Component System is, or in Infor's opinion is likely to become, the subject of a copyright infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to Infor for the Component System(s) giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years, provided that Licensee has returned or destroyed and discontinued its use of such Component System. Notwithstanding anything to the contrary herein, to the extent that a third party claim of copyright infringement concerns a Third Party Product that is subject to a more limited indemnification protection under a Third Party Agreement than specified herein, Infor's obligations hereunder will be further limited accordingly. **THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. If either party materially breaches any material obligation in this Agreement or an Order Form (including any obligation to pay license fees, except in the event that a bona fide dispute exists between the parties, which would excuse any obligation to pay license fees for the duration of the bona fide dispute, plus an additional 30 days), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Agreement (including all Order Forms hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement (including all Order Forms hereunder) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Licensee will discontinue further use of the Component Systems, and will promptly return to Infor or (at Infor's request) destroy all copies of the Component Systems, and will certify to Infor in writing, over the signature of a duly authorized representative of Licensee, that it has done so. Termination of this Agreement will not relieve either party from making payments which may be owing to the other party under the terms of this Agreement.

(b) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, indemnity, limitation of liability, and such other terms which

by their nature survive termination, will survive termination of this Agreement.

(c) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to either party pursuing any other remedies available to it.

11. **Notices.** All notices and other communications required or permitted under this Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices. In addition to the address included for Licensee, any notices shall also be sent to Sedgwick County Counselor's Office, Attn: Contract Notification, 525 N. Main, Ste. 359, Wichita, KS 67203.

12. **Force Majeure.** Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including acts of war, terrorist acts, natural disasters, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

13. **Assignment.** Licensee may not assign or otherwise transfer any of its rights or obligations under this Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Agreement, "assignment" shall include use of the Component Systems for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, an exception to everything written above within this paragraph shall exist with respect to any transfer and/or assignment between the City and Licensee with regard to licenses, in light of the joint Metropolitan Area Building and Construction Department, which is comprised of staff from both local government entitities. With regard to any transfer and/or assignment between the City and the Licensee, there shall be no fee, no ability for Infor to restrict said transfer and/or assignment, and no ability for Infor to restrict and/or charge a fee for any transfer of the licenses with regard to any new or surviving entity that could result from any merger, acquisition and/or other consolidation that pertains to either local government of the City and/or Licensee.

14. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. **Choice of Law; Venue; and Severability.** This Agreement will be governed by and construed under the laws of the State of Kansas. Any cases that may be filed by the parties to this Agreement against one another which may arise out of the subject matter of this Agreement shall be filed in a court of competent jurisdiction within Sedgwick County, Kansas. This Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

16. **LIMITATIONS OF LIABILITY.**

(a) LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH THE COMPONENT SYSTEMS, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE OR CITY ACTUALLY PAID TO INFOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE ORDER FORM, THE FEE REASONABLY ASCRIBED BY INFOR) FOR THE COMPONENT SYSTEM GIVING RISE TO THE LIABILITY.

(b) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. **Compliance With Laws.** The parties to this Agreement shall comply with all applicable local, state and federal laws and regulations, in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.

18. **Audit Rights.** Infor (including any third party auditor retained by Infor) may audit the records and systems of Licensee to ensure compliance with the terms of this Agreement and each applicable Order Form(s). Infor will notify Licensee in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during Licensee's regular business hours at Licensee's location and will not interfere unreasonably with Licensee's business activities. Infor may audit Licensee no more than once in any twelve (12) month period.

19. **Miscellaneous.** Infor shall be permitted to reference this Agreement in one or more press releases. Infor and Licensee are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against

either party. Infor is an Equal Employment Opportunity employer. As such, 41 CFR 60-1.4(a), 60-250.5, & 60-741.5 are herein incorporated by reference.

20. Affirmation of Legal Authority. Infor assures that it possesses the legal authority to contract for these services; that resolution motion, or similar action has been duly adopted or passed as an official act of Infor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Infor to act in connection with the application nad to provide such additional information as may be required.

21. Reprogramming of Funds. It is understood and agreed that in the event the amount of funds Licensee actually receives from Licensee's mill levy is less than anticipated, Licensee may decrease the total compensation and reimbursement to be paid hereunder.

22. Cash Basis and Budget Laws. The right of Licensee to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the Licensee shall at all times stay in conformity with such laws, and as a condition of this Agreement the Licensee reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

23. Insurance Requirements. Infor shall annually provide Licensee a certificate of insurance to verify liability insurance. Licensee shall be listed as an additional insured on the general liability policy, and the certificate should provide for at least a 30-day written notice of cancellation to be provided to Licensee.

24. Equal Opportunity and Affirmative Action. In carrying out this contract, Infor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. Infor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performce of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Infor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kanas Human Rights Commission ("KHRC").

C. If Infor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the KHRC when requested by that Commission, Infor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part, by Licensee.

D. If Infor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the KHRC which has become final, Infor shall be deemed to have breached this contract and it may be canceled, terminated, or suspended, in whole or in part, by Licensee.

E. Infor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions wil be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four (4) employees during the term of this contract; or 2) whose contracts with Licensee cumulatively total $5,000.00 or less during the fiscal year of the Licensee pursuant to K.S.A. 44-1031(c).

25. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and terminates all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document that may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. This Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement and all Order Forms entered into pursuant hereto may be signed in counterparts.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Effective Date: **December 24, 2014**

Infor Public Sector, Inc.

Signature: Patricia Elias

Printed Name: Patricia Elias

Title: Associate General Counsel

Address: 380 St. Peter Street

Address: St. Paul, MN 55102

Signature Date: 11/21/2014

LICENSEE: Sedgwick County, Kansas

Signature: David M. Unruh

Printed Name: David M. Unruh

Title: Chair, Sedgwick County Board of County Commissioners

Address: 525 N. Main, Ste. 823

Address: Wichita, KS 67203

Signature Date: 12-3-14

Attest:

Kelly B. Arnold, Sedgwick County Clerk

Approved as to Form:

Justin M. Waggoner,
Assistant County Counselor

4026-11

PARTIAL ASSIGNMENT & CONSENT AGREEMENT

INFOR PUBLIC SECTOR, INC.
13560 Morris Road, Suite 4100
Alpharetta, GA 30004,
a California corporation registered to do business in the State of Kansas
("Infor")

and

CITY OF WICHITA, KANSAS
455 North Main Street
Wichita, KS 67207
("Assignor")

and

SEDGWICK COUNTY, KANSAS
525 N. Main Street, Suite 823
Wichita, KS 67203
("Assignee")

Agreements subject to assignment: Software License Agreement, Software Support Agreement, and Software Services Agreement between Infor Public Sector, Inc. (as successor-in-interest to Hansen Information Technologies, an Infor company) and Assignor, all dated May 27, 2009, including all amendments thereto (collectively referred to herein as the "Agreement").

Effective Date of this Partial Assignment, Assumption and Consent Agreement (the "Assignment"): December 24, 2014 (the "Assignment Date").

WHEREAS, Infor and Assignor entered into the Agreement; and

WHEREAS, Assignor desires to assign to Assignee certain software licenses, as further defined herein, in accordance with the formation of the Metropolitan Area Building and Construction Department ("MABCD") as described in more detail within Para. 13 of this Assignment, which Assignor purchased pursuant to the terms of the Agreement and subsequent amendments and purchases by Assignor; Assignee agrees to accept such assignment and assume all rights and obligations relating to such assigned licenses pursuant to the terms of the Assignee Agreements, as defined below in Para. 3 of this Assignment, and the Agreement between Infor and Assignor, and Infor consents to such assignment of the Agreement as it relates to such licenses;

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE AS FOLLOWS:

1. As of the Assignment Date, Assignor hereby assigns to Assignee all of Assignor's rights, obligations and liabilities under the Agreement relating to the licenses set forth in the attached Exhibit A (the "Assigned Licenses") and related services and Assignee assumes such rights, obligations and liabilities pursuant to the terms and conditions of the Assignee Agreements, as later defined.

2. Assignor acknowledges that it is not relieved of any of its obligations and liabilities under the Agreement prior to the Assignment Date, subject to the conditions indicated within Para. 9 of this Assignment, and that the parties are entering into this Assignment in reliance thereon.

3. Assignee acknowledges that Assignor is assigning all its rights, liabilities and obligations under the Agreement to Assignee as of the Assignment Date as it relates to the Assigned Licenses, subject to the conditions indicated within Para. 9 of this Assignment. Assignee agrees to keep, fulfill, observe, perform and discharge each and every duty, covenant, debt and obligation on Assignor's part to be performed that exists or may accrue and become performable to Infor on or after the Assignment Date (with the exception of the support fee due on or before December 23, 2014, for which Assignor was responsible and has already paid to Infor), again subject to the conditions indicated within Para. 9 of this Assignment. Likewise, Infor agrees to keep, fulfill, observe, perform and discharge each and every duty, covenant and obligation on Infor's part to be performed that exists or may accrue or become performable to Assignee and/or Assignor on

or after the Assignment Date. All of the parties agree that at the time this Assignment is entered into, Assignor does not owe Infor any additional license fees for the licenses identified below in Exhibit A. As a result, upon the assignment of said licenses to Assignee, Assignee shall own said licenses free and clear of any claims of Infor and Assignee shall not owe any additional license fees to Infor or Assignor for said licenses. This Assignment shall not in any way be considered to create additional and/or duplicative obligations upon County beyond what is contained in the Software License Agreement, Software Support Agreement, and Software Services Agreement ("Assignee Agreements"), all between Infor and Assignee and signed contemporaneously by Infor and Assignee with this Assignment. This section shall survive the termination of the Agreement and this Assignment.

4. Assignor acknowledges that should Assignee default on any of its obligations and/or liabilities under the Agreement or herein, Assignor will remain liable as a guarantor of Assignee's obligations and/or liabilities under the Agreement, with all of this being subject to the conditions indicated within Para. 9 of this Assignment. This section shall survive the termination of the Agreement and this Assignment.

5. Infor acknowledges and consents to the assignment and assumption of all of Assignor's rights, obligations and liabilities under the Agreement to Assignee as of the Assignment Date and that Assignee will be responsible for all liabilities and obligations of Assignor under the Agreement, with all of this being subject to the conditions indicated within Para. 9 of this Assignment and the acknowledgment of the exception that Assignor has already paid the support fee included within Exhibit A that was due on or about December 23, 2014, such that Assignee is not responsible for said liability of Assignor.

6. Assignee and Assignor agree to each pay **$25,000.00, for a total assignment fee of $50,000.00**, with said amount including all applicable taxes, to Infor within forty-five (45) days of the Effective Date of this Partial Assignment.

7. Assignor was responsible for the annual support fee that was due on or about the 23rd day of December, 2014. Assignor has already paid said annual support fee in full as of the time of this Assignment. Beginning in 2015, Assignee shall be responsible for the annual support fee.

8. As a part of this Assignment, Assignee forfeits thirty (30) of the Hansen 8 CDR Bundles, which results in an accompanying proportional reduction of the annual support fee for each and every annual support fee invoice after this Assignment is entered into, including the annual support fee that Assignor will pay on or before the 23rd day of December, 2014.

9. In consideration of the payment, promises, warranties, representations and agreements set forth herein, the adequacy and sufficiency of which are hereby acknowledged, each party, for itself, its parents, subsidiaries, predecessors, successors, assigns, affiliates, employees, officers, directors, shareholders, members, agents, attorneys and insurers, hereby settle, release, cancel, forever discharge and acknowledge to be satisfied all complaints, claims, counterclaims, demands, rights, costs, liabilities, injuries, damages, expenses and legal or equitable causes of action of every kind, nature and description whatsoever, whether arising out of contract, tort, statute or otherwise, known or unknown, which either of them now has or may have, or once may have had, from the beginning of time to the Effective Date of this Assignment, against any other party to this Assignment, or against such any party's current or former employees, officers, directors, shareholders, employers, members, partners, parent, sister and other related companies, subsidiaries, predecessors, successors, assigns, affiliates, attorneys and insurers, arising from, connected to, or in any way growing out of, from or concerning, directly or indirectly, the Agreement, including this Assignment. In reaching this Assignment, the parties hereto agree that no act or omission by any of the parties is known to have occurred that may be considered to result in a breach of the Agreement or the Assignee Agreements such that the alleged breach could give rise to termination of any of the Agreement and/or any of the Assignee Agreements. For purposes of this Paragraph, all places it is incorporated, and the Assignee Agreements, Infor is deemed to have known of all Assignee usage of Infor licenses as a part of its Metropolitan Area Building and Construction Department ("MABCD", described in detail within Para. 13 of this Assignment) operations prior to this Assignment.

10. This Assignment is contingent upon Assignee and Infor executing the Assignee Agreements contemporaneously with Assignee's, Assignor's, and Infor's execution of this Assignment. Assignee's use of the Assigned Licenses shall be governed by the terms and conditions of such agreements.

11. This Assignment shall be binding on all parties and each of their heirs, distributees, executors, legal representatives, successors and permitted assigns.

12. This Assignment will be governed by and construed in accordance with the laws of the State of Kansas, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. Any action arising in connection with this Assignment shall be brought in a court of competent jurisdiction in Sedgwick County, Kansas. If any provision of this Assignment is found invalid or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Assignment will not be affected.

13. This Assignment arises out of the establishment of the MABCD. The parties hereby acknowledge that the MABCD is a joint governmental entity, comprised of City of Wichita, Kansas, and Sedgwick County, Kansas, such that neither: (a) the MABCD as an entity; nor (b) staff of the MABCD, whether employees of Assignee or Assignor, can be considered as a separate entity for purposes of denying the MABCD or MABCD staff access to Infor's licenses, other goods, support, or other services contained in this Assignment and the Assignee Agreements. Para. 3 of the Software License Agreement between Infor and Assignee is hereby incorporated into this Assignment.

14. Infor assures that it possesses the legal authority to contract for these services; that resolution motion, or similar action has been duly adopted or passed as an official act of Infor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Infor to act in connection with the application and to provide such additional information as may be required.

15. It is understood and agreed that in the event the amount of funds Assignee actually receives from Assignee's mill levy is less than anticipated, Assignee may decrease the total compensation and reimbursement to be paid hereunder.

16. The right of Assignee to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Assignment shall be construed and interpreted so as to ensure that the Assignee shall at all times stay in conformity with such laws, and as a condition of this Assignment the Assignee reserves the right to unilaterally sever, modify, or terminate this Assignment at any time if, in the opinion of its legal counsel, the Assignment may be deemed to violate the terms of such laws.

17. Infor shall annually provide Assignee a certificate of insurance to verify liability insurance. Assignee shall be listed as an additional insured on the general liability policy, and the certificate should provide for at least a 10-day written notice of cancellation to be provided to Assignee.

18. In carrying out this contract, Infor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. Infor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Infor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kanas Human Rights Commission ("KHRC").

C. If Infor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the KHRC when requested by that Commission, Infor shall be deemed to have breached this Assignment and it may be canceled, terminated or suspended in whole or in part, by Assignee.

D. If Infor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the KHRC which has become final, Infor shall be deemed to have breached this contract and it may be canceled, terminated, or suspended, in whole or in part, by Assignee.

E. Infor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four (4) employees during the term of this contract; or 2) whose contracts with Assignee cumulatively total $5,000.00 or less during the fiscal year of the Assignee pursuant to K.S.A. 44-1031(c).

19. Exhibit A to the Partial Assignment, Assumption & Consent Agreement is attached and incorporated herein as a part of this Assignment.

20. This Assignment, the aforementioned Exhibit A, and any other documents or portions of documents incorporated herein contain the entire understanding of the parties with respect to its subject matter, and supersede and extinguish all prior oral and written communications between the parties about this subject matter. No modification of this Assignment will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Assignment. This Assignment may be separately executed by the parties in multiple counterparts, which taken together shall constitute a single, duly executed version of this Assignment. A photocopied and/or facsimile copy of this Assignment

bearing the signature of each party, in a single document or as counterparts thereof as provided for hereinabove, shall be deemed an original execution version of this Assignment.

The signer represents and certifies that signer has read, understands, and is fully authorized to enter into this Assignment.

ACCEPTED AND AGREED:
INFOR PUBLIC SECTOR, INC.

By: Patricia Elias 12/1/14
Infor Signature Date

Printed Name Patricia Elias
Title Associate General Counsel

ACCEPTED AND AGREED:
CITY OF WICHITA, KANSAS
(ASSIGNOR)

By:
Assignor Signature Date

Printed Name

Title

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon Dickgrafe,
Interim City Attorney

ACCEPTED AND AGREED:

SEDGWICK COUNTY, KANSAS
(ASSIGNEE)

By: David M. Unruh 12-3-14
Assignee Signature Date

Printed Name DAVID M. UNRUH

Title CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

Justin M. Waggoner
Justin M. Waggoner,
Assistant County Counselor

Exhibit A to the Partial Assignment, Assumption & Consent Agreement

Assignor Account ID: 91809 **Assignee Account ID: 100034523**

Assigned Licenses to County

Component Systems Assigned to Assignee (Account ID 100034523) - Production:

	Part # (if applicable)	Component System	User Restriction Quantity	User Restriction Type	Support end date	Support Fee*
1	H8CDR	Hansen 8 - CDR Bundle	136**	Named Users	12/23/2015	$45,575.48
2	H8CS	Hansen 8 - Customer Service	47	Named Users	12/23/2015	$8,344.00
3	H8GGS	Hansen 8 - GeoAdministrator	1	Named Users	12/23/2015	$1,700.00
4	H8CM	Hansen 8 - Cashiering	16	Named Users	12/23/2015	$9,187.50
5	HDYP-P	Hansen Dynamic Portal for Permits	1	Server	12/23/2015	$2,975.00
6	HDYPCE	Hansen Dynamic Portal - Code Enforcement	1	Server	12/23/2015	$1,275.00
7	H8CWS	CDR Web Services	1	Server	12/23/2015	$1,700.00
8	H8AAL	Hansen 8 Anonymous Access License	10	Named Users	12/23/2015	$1,487.50
9	SELC-MS8-CDRN	Hansen 8 - Mobile CDR Server for Notebook Edition	1	Server	12/23/2015	$2,400.00
10	SELC-MS8-CDRF	Hansen 8 - Mobile CDR Field User License	60	Named Users	12/23/2015	$20,000.00
11	HDYPCC	Hansen Dynamic Portal - Credit Card Module	1	Server	12/23/2015	$1,912.50
12	HDYPCR	Hansen Dynamic Portal - Crystal Reports Module	1	Server	12/23/2015	$1,275.00
13	HDYP-LPL	Hansen DynamicPORTAL for Planning	1	Server	12/23/2015	$2,975.00

***Support Fee shall be transferred to the Component Systems noted above and is paid through the date noted above.**
****This quantity represents the thirty (30) Hansen 8 CDR Bundles that the Assignee is forfeiting, as indicated within Para. 8 of the Assignment.**

Annual Escalation Percentage Cap: 5% through the period ending five (5) years from Assignment Date; thereafter, 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.

Equipment on which Assigned Licenses will be installed:		
Computer Platform: _____	Model: _____	DBMS: _____
Operating System: _____	Serial Number: _____	
Location: Same as Delivery Address		

Assignee Delivery Address:	**Assignee Invoice Address:**
County of Sedgwick, Kansas 525 N. Main Street, Suite 823 Wichita, KS 67203	AP_invoices@sedgwick.gov Sedgwick County, Kansas Attn: Accounting Director 525 N. Main Street, Suite 823 Wichita, KS 67203
Contact Name: Tom Stolz	Contact Name: Tom Stolz
Contact Title: Director of the MABCD	Contact Title: Director of the MABCD
Contact Phone: 316-660-1840	Contact Phone: 316-660-1840
Contact email: thomas.stolz@sedgwick.gov	Contact email: thomas.stolz@sedgwick.gov

Retained Licenses by City***

Component Systems to be Retained by Assignor (Acct ID 91809) - Production:

	Part # (if applicable)	Component System	User Restriction Quantity	User Restriction Type	Support end date	Support Fee****
1	H8CDR	Hansen 8 - CDR Bundle	2	Named Users	12/23/2015	$670.23
2	HDYP-L	Hansen Dynamic Portal for Licensing	1	Enterprise	2/26/2015	$2,975.00
3	HDYP-CS	Hansen Dynamic Portal for Customer Service	1	Enterprise	2/26/2015	$0.00

*****City/Assignor shall be responsible for reimbursing the County/Assignee for the support fees pertaining to licenses and other items that the City/Assignor is retaining, as indicated in this Exhibit A.**
******Support Fee being Retained for the Component Systems above and is paid through the date noted above.**

4/026-11

infor

SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT (the "Services Agreement") is made between **Infor Public Sector, Inc.** ("Infor"), a California corporation registered to do business in the State of Kansas, and Sedgwick County, Kansas ("Licensee" or "County") as of the Effective Date. The parties agree as follows:

1. Definitions.

(a) "**Affiliate**" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) "**Confidential Information**" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

(c) "**Discloser**" means the party providing Confidential Information to the Recipient.

(d) "**Effective Date**" means the date identified on the signature page of this Services Agreement as the Effective Date.

(e) "**Equipment**" means the hardware and systems software configuration on which Infor supports use of the Licensed Software.

(f) "**Intellectual Property Rights**" means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(g) "**Licensed Software**" means the computer software programs licensed by Infor or its Affiliate to Licensee.

(h) "**Recipient**" means the party receiving Confidential Information of the Discloser.

(i) "**Residual Knowledge**" means ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(j) "**Services**" means the software-related professional services that Infor will provide Licensee as contemplated under this Services Agreement and/or any Work Order.

(k) "**Work Order**" has the meaning ascribed to such term in Section 2(a) of this Services Agreement.

2. Services.

(a) Work Orders. Infor will provide Licensee with Services as set forth in one or more mutually agreed to and signed work order(s) which shall contain without limitation, a description of the Services, the Services rate(s) and payment terms (each a "Work Order"). The parties agree that Work Orders may not be complete statements of Services required by Licensee and additional Services may be required which would be difficult to determine as of the date of this Services Agreement or of the applicable Work Order. Unless expressly stated otherwise: (i) the Services rates are for an 8-hour person-day and will not include the expenses and charges referred to in Section 3(a) of this Services Agreement; (ii) the quoted rates shall represent Infor's current rates applicable to Licensee (i.e., the rates applicable to Licensee as of the effective date of the Work Order) for the resources specified; and (iii) to the extent that Infor raises the rates charged for Services during the course of a project, Licensee shall be required to pay Infor at the increased rates. Infor is under no obligation to perform any Services other than pursuant to a Work Order. Notwithstanding the foregoing, if Infor performs Services at the direction of Licensee and the parties have not signed a Work Order for such Services, then such Services shall be subject to all terms and conditions of this Services Agreement, and Infor's then-current rates for such Services shall apply. Infor may provide Services through its third-party contractors ("Contractors"), but, in all such cases, Infor will remain subject to the obligations hereunder.

(b) Conditions On Providing Services. Licensee must assign a project manager who will assume responsibility for management of the project for which the Services are provided. Licensee will establish the overall project direction, including assigning and managing the Licensee's project personnel team. Licensee must provide Infor with such facilities, equipment and support as are reasonably necessary for Infor to provide Services, including remote access to the Equipment. Infor owns and will own all right, title and interest to the Services and any work product generated from the Services ("Work Product"), and Licensee will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein. Subject to the terms and conditions of this Services Agreement, Infor grants Licensee a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Work Product for Licensee's own, internal computing operations.

(c) Scheduling and Cancellation of Scheduled Services. In connection with any Work Order, Licensee should make staffing requests at least four (4) weeks in advance to increase the likelihood that the request can be filled for the date requested. While it is possible to secure staffing within this time frame (and Infor will make commercially reasonable efforts to comply with such staffing requests), the probability of obtaining the requested resources decreases the closer the request is made to the need date. The parties agree that once Licensee and Infor have

scheduled a specific time during which Infor will provide Services under the terms of this Services Agreement and/or a Work Order, Licensee will be obligated to pay Infor for such Services as if Infor had performed such Services on the date scheduled and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Licensee has notified Infor that Licensee would like to reschedule or cancel the provision of such Services at least fourteen (14) days prior to the date which Infor is scheduled to perform such Services.

3. Payment and Taxes.

(a) No Minimum Payment. Under this agreement, County is not required to make any payments unless and until County specifically makes a request for Infor to provide services, which will be included in an invoice. There are no periodic payments of any type due under this agreement.

(b) Payment. Unless otherwise stated in the applicable Work Order, Infor will invoice Licensee for all Services and applicable charges on a bi-weekly basis, as Infor renders the Services or Licensee incurs the charges, as applicable. Licensee will reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Support, with reimbursement to be subject to the County Travel and Reimbursement Expense Policy, which is attached and incorporated herein. Licensee will also reimburse Infor for all charges incurred in connection with accessing Equipment, if any. Licensee will pay each Infor invoice within thirty (30) days of the date of invoice. Absent any bona fide dispute between the parties, late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

(c) Taxes. Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Services Agreement, and any Services provided and payments made hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Services Agreement and any Work Order. In each instance, Infor will invoice Licensee for applicable tax amounts and such invoices are due upon Licensee's receipt thereof.

(d) Long-term Assignments. The parties acknowledge that reimbursement of travel and living expenses to an Infor consultant who is assigned to a particular location for more than one year may be treated as taxable personal income under applicable tax laws. Where reasonably possible, the parties will plan to limit the duration of a consultant's assignment to a particular location to less than one year. If a consultant is assigned to a particular location for more than one year and subject to additional taxes as a result thereof, then Infor will increase consultant's compensation to cover such additional taxes, and Licensee shall reimburse Infor for the amount of such increase.

4. Limited Warranty and Disclaimer of Warranties.

(a) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, for the period beginning on the specific date of the applicable Work Order and continuing for ninety (90) days after the completion of Services pursuant to that Work Order, Infor will render all Services under such Work Order with reasonable care and skill. If Licensee notifies Infor within the warranty period of a breach of the foregoing warranty, Infor will re-perform such Services in compliance with the foregoing warranty. If despite its reasonable efforts, Infor is unable to provide Licensee with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 12 of this Services Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Infor's sole obligations for breach of this limited warranty are contained in this Section 4(a).

(b) Disclaimer of Warranty. The limited warranty in Section 4(a) is made to Licensee exclusively and is in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS SERVICES AGREEMENT AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS.**

(c) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 4 AND 12 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICES AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SERVICE UNDER THIS SERVICES AGREEMENT.**

5. Confidential Information. Except as otherwise permitted under this Services Agreement, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Services Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity. Notwithstanding the foregoing, this Section is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser.

6. Term and Termination.

(a) Right of Termination. If either party materially breaches any material obligation in this Services Agreement or a Work Order (including, without limitation, any obligation to pay fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Services Agreement (including all

Work Orders hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Services Agreement (including all Work Orders hereunder) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Services Agreement by either party, Infor will discontinue the provision of all Services and Licensee will promptly pay Infor for all Services rendered through the effective date of such termination. Termination of this Services Agreement will not release either party from making payments which may be owing to the other party under the terms of this Services Agreement for all Services rendered through the effective date of such termination.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Services Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Services Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Services Agreement.

7. Notices. All notices and other communications required or permitted under this Services Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Services Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of this Services Agreement to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices. Infor would be required to also send any notices to Sedgwick County Counselor's Office, Attn: Contract Notification, 525 N. Main, Ste. 359 Wichita, KS 67203.

8. Force Majeure. Except with respect to the payment of fees under this Services Agreement or a Work Order, neither party will be liable to the other for any failure or delay in performance under this Services Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, terrorist acts, natural disasters, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

9. Assignment. Licensee may not assign or transfer any of its rights or obligations under this Services Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Services Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with, or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

10. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Services Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

11. Choice of Law; Venue; and Severability. This Services Agreement will be governed by and construed under the laws of the State of Kansas, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. In the event of any lawsuit to be filed pertaining to this agreement, the venue for said lawsuit shall be within a court of competent jurisdiction within Sedgwick County, Kansas. This Services Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Services Agreement is illegal or unenforceable, it will be deemed stricken from the Services Agreement and the remaining provisions of the Services Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

12. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THIS SERVICES AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE WORK ORDER.

(b) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Compliance With Laws. Licensee will comply with all laws, rules and regulations applicable to the use of the Services and the Work Product.

14. Non-Solicitation of Employees. During the period that Infor is providing Services pursuant to this Services Agreement and for a period of one (1) year following the completion of such Services, neither Infor nor Licensee will offer to hire, hire, Solicit for employment or retention as an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "Resource" for purposes of this Section means: (a) employees or independent contractors of the non-hiring party who directly worked on the Services project (the "Project"), and (b) former employees of the non-hiring party

who directly worked on the Project and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment. However, as the Metropolitan Building and Construction Department ("MABCD") is a joint code enforcement entity that includes County and City of Wichita, Kansas ("City") employees, the City shall also be entitled to receive services from Infor in the same manner as the County.

15. Entire Agreement. This Services Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Services Agreement does not modify this Services Agreement. No modification of this Services Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Services Agreement. This Services Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Services Agreement and all Work Orders may be signed in counterparts.

THE PARTIES have executed this Services Agreement through the signatures of their respective authorized representatives.

Effective Date: **December 24, 2014**

Infor Public Sector, Inc.

Signature: Patricia Elias

Printed Name:

Title: Patricia Elias
Associate General Counsel

Address: 380 St. Peter Street
St. Paul, MN 55102

Address:

Signature Date: 11/21/2014

Licensee: Sedgwick County, Kansas

Signature: David M. Unruh

Printed Name: David M. Unruh

Title: Chair, Board of County Commissioners of Sedgwick County, Kansas

Address: 525 N. Main, Suite 320

Address: Wichita, KS 67203

Signature Date: 12-3-14

CLERK OF SEDGWICK COUNTY
SEDGWICK COUNTY
KANSAS
KANSAS

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

Justin M. Waggoner, Assistant County Counselor

4026-11

infor

SOFTWARE SUPPORT AGREEMENT

THIS SOFTWARE SUPPORT AGREEMENT (the "Support Agreement") is made between **Infor Public Sector, Inc.** ("Infor"), a California corporation registered to do business in the State of Kansas, and **Sedgwick County, Kansas** ("Licensee" or "County") as of the Effective Date. The parties agree as follows:

1. Background. This Software Support Agreement is entered into in conjunction with the Partial Assignment, Assumption & Consent Agreement between the City of Wichita, Kansas ("City"), County, and Infor, and the related Software License Agreement between the County and Infor. On January 1, 2013, the Metropolitan Area Building and Construction Department ("MABCD"), a joint code enforcement body for the City and County was formed, with the MABCD comprised of employees from both local government entities. As a result, the City shall be able to receive the same support services included within this Support Agreement and without any additional fee for the licenses indicated within Exhibit A of the aforementioned Partial Assignment, Assumption & Consent Agreement for the current Support term. Future support will be agreed upon by the parties.

2. Incorporation By Reference. Sections 1 (Definitions), 7 (Confidential Information), 10 through 14 (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively), and 16 through 18 (Compliance with Laws, Audit Rights and Miscellaneous, respectively) of the License Agreement are incorporated into this Support Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Support Agreement, the provision of this Support Agreement will control.

3. Additional Definitions.

(a) "**Contract Period**" means, as applicable, the Initial Term or the Renewal Period for which Licensee has paid the applicable fee for Support.

(b) "**Initial Term**" means, with respect to the Component Systems specified in an Order Form, the twelve-month period beginning on the Order Form Date, unless otherwise specified in the Order Form.

(c) "**Renewal Period**" means, as applicable, each successive twelve-month period following the Initial Term.

(d) "**License Agreement**" means the Software License Agreement entered into between the parties as of the Effective Date.

4. Services.

(a) Types of Services. Subject to Licensee paying the applicable fee for Support hereunder for a particular Component System, Infor shall (a) provide Licensee with access (via the Internet, telephone or other means established by Infor) to Infor's support helpline, (b) provide, when and if generally available, updates, enhancements or modifications to the then-current, general release version of such Component System that are not separately priced or licensed as new products; and (c) use reasonable efforts to correct or circumvent Documented Defects (the foregoing referred to collectively as "Support").

(b) Third Party Products. With respect to Third Party Products, Infor's provision of Support will be limited to providing Licensee with the support that the Third Party Licensor provides to Infor for such Third Party Products.

(c) Restrictions. Infor shall have no obligation to provide Support if Licensee fails to pay the applicable fees hereunder or is otherwise in breach of this Support Agreement. Infor shall have no obligation to provide Support for any Component System on any hardware or systems software configuration other than the Equipment, or if the Component System has been modified other than in accordance with this Support Agreement. In addition, Licensee agrees to provide Infor with access to such facilities and equipment as are reasonably necessary for Infor to perform its obligations hereunder, including remote access to the Equipment. Support provided hereunder does not include related services, if any, required by Licensee, including, without limitation, installation or implementation of the Component System.

5. Payment and Taxes.

(a) Support Fees. For annual Support of the Component Systems specified on Exhibit A of the Partial Assignment, Assumption & Consent Agreement ("Exhibit A"), Licensee will pay Infor the Support Fee specified in Exhibit A, which will be subject to successive increases on an annual basis (starting with the first Renewal Period) not to exceed the "Annual Escalation Percentage Cap" as agreed upon by the parties. If the Initial Term is less than 12 months, the fee for the Initial Term of Support will be prorated accordingly. Payment of the applicable fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period. All payments hereunder are non-refundable, except in the event of any termination for cause after County has made an annual payment, in which case the unused prorated amount shall be returned to the County. City was responsible for paying the full invoice for annual Support of the Component Systems that was due on or about December 23, 2014. City has paid said annual support in full. Infor accepted said payment as being made such that County's support fees for the one-year period that starts with the Effective Date of this Support Agreement are paid in full. Beginning on or about December 23, 2015, County shall be responsible for the annual support fee. This is intended to be consistent with the terms and provisions of the Assignment between the City, the County, and Infor.

(b) Additional Costs. Licensee will reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Support, with reimbursement to

be subject to the County Travel and Reimbursement Expense Policy, which is attached and incorporated herein. Licensee will also reimburse Infor for charges incurred in connection with accessing Equipment, if any.

(c) Taxes. Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Support Agreement or the services or payments provided for hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Support Agreement or the applicable Order Form. Infor will invoice Licensee for any applicable tax amounts.

(d) Invoices and Late Charges. Licensee will pay each Infor invoice within thirty (30) days of the date of invoice and in any event, on or before the dates specified in this Support Agreement or Exhibit A. Absent any bona fide dispute between the parties related to any unpaid invoice, late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

6. **Term**. With respect to each Component System specified on Exhibit A, the term of this Support Agreement shall begin as indicated in Exhibit A and end on the last day of the Initial Term. The terms may be renewed on a year-to-year basis upon mutual agreement of both parties.

7. **Disclaimer of Warranties**. Licensee acknowledges and agrees that **INFOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SUPPORT AND/OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT, AND THAT INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, INFOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY SUPPORT WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT.**

8. **Termination**. If either party materially breaches any material obligation in this Support Agreement (including any obligation to pay fees hereunder, except in the event of a bona fide dispute between the parties), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Support Agreement. Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement on less than thirty days' written notice. Notice to Infor of a suspected Documented Defect will not constitute a notice of termination of this Support Agreement. Termination of this Support Agreement will be without prejudice to the terminating party's other rights and remedies hereunder. Termination of this Support Agreement shall also terminate all Order Forms hereunder but only insofar as such Order Forms relate to Support. For the avoidance of doubt, termination of this Support Agreement shall not terminate licenses granted pursuant to the License Agreement unless such licenses are terminated pursuant to the terms of the License Agreement. Termination of this Support Agreement will not relieve either party from making payments which may be owing to the other party hereunder. In the event of any termination for cause, Infor shall refund to County the unused prorated portion of the term's payment.

9. **LIMITATIONS OF LIABILITY**.

(a) LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH SUPPORT OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE AND/OR THE CITY ACTUALLY PAID TO INFOR FOR SUPPORT FOR THE TWELVE-MONTH CONTRACT PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(b) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

10. **Affirmation of Legal Authority**. Infor assures that it possesses the legal authority to contract for these services; that resolution motion, or similar action has been duly adopted or passed as an official act of Infor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Infor to act in connection with the application and to provide such additional information as may be required.

11. **Reprogramming of Funds**. It is understood and agreed that in the event the amount of funds Licensee actually receives from Licensee's mill levy is less than anticipated, Licensee may decrease the total compensation and reimbursement to be paid hereunder.

12. **Cash Basis and Budget Laws**. The right of Licensee to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the Licensee shall at all times stay in conformity with such laws, and as a condition of this Agreement the Licensee reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Insurance Requirements**. Infor shall annually provide Licensee a certificate of insurance to verify liability insurance. Licensee shall be listed as an additional insured on the general liability policy, and the certificate should provide for at least a 30-day written notice of cancellation to be provided to Licensee.

14. Equal Opportunity and Affirmative Action. In carrying out this contract, Infor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. Infor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Infor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kanas Human Rights Commission ("KHRC").

C. If Infor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the KHRC when requested by that Commission, Infor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part, by Licensee.

D. If Infor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the KHRC which has become final, Infor shall be deemed to have breached this contract and it may be canceled, terminated, or suspended, in whole or in part, by Licensee.

E. Infor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four (4) employees during the term of this contract; or 2) whose contracts with Licensee cumulatively total $5,000.00 or less during the fiscal year of the Licensee pursuant to K.S.A. 44-1031(c).

15. Entire Agreement. This Support Agreement, the attached County Travel and Reimbursement Expense Policy, and Exhibit A contain the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Support Agreement does not modify this Support Agreement. No modification of this Support Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Support Agreement; provided, however, that a modification mutually agreed to pursuant to a click-thru or click-wrap agreement delivered by Infor will be effective. This Support Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original Support Agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Support Agreement may be signed in counterparts.

THE PARTIES have executed this Support Agreement through the signatures of their respective authorized representatives.

Effective Date: December 24, 2014

Infor Public Sector, Inc.

Signature: _____

Printed Name: _____

Title: _____ Patricia Elias
Associate General Counsel

Address: _____ 380 St. Peter Street

Address: _____ St. Paul, MN 55102

Signature Date: 11/21/2014

LICENSEE: Sedgwick County, Kansas

Signature: _____

Printed Name: David M. Unruh

Title: Chair of the Board of County Commissioners of Sedgwick County, Kansas

Address: 525 N. Main, Ste. 320

Address: Wichita, KS 67203

Signature Date: 12-3-14

ATTEST:

_____
Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

_____
Justin M. Waggoner, Assistant County Counselor

CITY OF WICHITA
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: Approval of Offers for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the offers.

Background: On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. The project will require the acquisition of all or part of approximately eight parcels and 72 temporary construction easements. The properties consist of a mix of retail, commercial, and residential uses.

Analysis: The offers for the eight tracts that require the acquisition of right of way were approved by the City Council on July 22, 2014. At that time, the number of temporary easements was estimated at 65 and the details of the easements were not known. Tract maps and legal descriptions have been received. As required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, all tracts required for the project have been valued and just compensation established. Based on these valuations, the fair market value of the tracts to be acquired totals $17,790. This amount will be offered to the various property owners. Any settlements in excess of the approved amounts will be presented to the City Council for final approval.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $87,790 is requested. This includes $17,790 for the acquisitions, $50,000 for necessary relocations, and $20,000 for title work, closing costs and other administrative fees.

Legal Considerations: All agreements are subject to review and approval as to form by the Law Department.

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

Attachments: Tract list.

Meridian: Pawnee to McCormick
OCA 707060
engineer: GUNZELMAN
ROW Budget: $350,000

Tract	Exhibit	Property Address	Tract Owner	TE Size	Use	Zoning	Usage type
1	A	2510 S Meridian	Doug and Jeannie Maryott	500.0	C-Store	LI	Retail
2	B	2301 S Meridian	Builder's Inc.	400.0	Retail	LI	Retail
3	C	2243 S. Meridian	Village Marketplace	900.0	Retail	LI	Retail
4	D	2201 S Meridian	Builder's Inc.	1,000.0	Self Storage	LI	Whse/Ind.
5	E	2141 S Meridian	Nationalease of Kansas City, Inc.	500.0	Truck Repair	LI	Whse/Ind.
6	F	2141 S Meridian	Nationalease of Kansas City, Inc.	1,512.5	Truck Repair	LI	Whse/Ind.
7	G	2121 S Meridian	Quiet Thunder Invesements	725.0	Car Wash	LI	Whse/Ind.
8	H	2010 S Meridian	Pentecostal Holiness Church	300.0	Church	MF 29	Residential
9	1a	1825 S Meridian	Allen Real Estate LP	180.0	Warehouse	TF	Whse/Ind.
10	1b	1819 S Meridian	Micheal J. Casamento	220.0	Warehouse	LI	Whse/Ind.
11	2	1758 S Meridian	Jesus Ruiz	400.0	Residential	SF	Residential
12	3	1752 S Meridian	Sonia Marquardt	400.0	Residential	SF	Residential
13	4	1743 S Meridian	James Thompson	200.0	Residential	SF	Residential
14	5	1737 S Meridian	David Ray	400.0	Residential	SF	Residential
15	6	1735 S Meridian	Jack Hefly	400.0	Residential	SF	Residential
16	7	1722 S Meridian	Walter /Jayma Grahm	300.0	Residential	LC	Residential
17	8	1705 S Meridian	Cleo Ray/Heather Haggard	550.0	Residential	GC	Residential
18	9	1702 S Meridian	Luis Moreno	200.0	Residential	LC	Residential
19	10	1639 S Meridian	Nett Senior Family Trust	660.0	Retail	LC	Retail
20	11a	1650 S Meridian	Netco Commerical Prop.	602.8	Retail	LC	Retail
21	11b	1650 S Meridian	Netco Commerical Prop.	1,500.0	" "	LC	Retail
22	12	1629 S Meridian	Nett Senior Family Trust	1,200.0	Retail	LC	Retail
23	13	1622 S Meridian	Netco Commerical Prop.	1,500.0	Auto Repair	LC	Retail
24	14	1617 S Meridian	Khalil Abdallah	1,200.0	Commercial	LC	Retail
25	14a	1617 S Meridian	Khalil Abdallah	1,550.0	" "	LC	Retail
26	15	1602 S Meridian	D&M Partnership	993.7	Tavern	LC	Retail
27	16	1555 S Meridian	Terry Gillette	1,573.0	Auto Repair	LC	Retail
28	17	1530 S Meridian	Chadwick Rassumussen	1,851.9	Apartment	LC	Retail
29	18	1522 S Meridian	Otto Meyer	600.0	Residential	LC	Residential
30	19	1545 S Meridian	Terry Gillette	840.7	Retail	LC	Retail
31	19a	1543 S Meridian	Terry Gillette	828.3	" "	LC	Retail
32	20	1508 S Meridian	Daniel McLain	400.0	Residential	MF 29	Residential
33	21	1525 S Meridian	Penny Smith	600.0	Residential	MF 29	Residential
34	22	1519 S Meridian	Lowell Loesch	212.5	Residential	MF 29	Residential
35	23	1515 S Meridian	Ontario Clinic LP	400.0	Residential	MF 29	Residential
36	24	1432 S Meridian	Gary Van Dyke	150.0	Residential	MF 29	Residential
37	25	1426 S Meridian	D&M Partnership	200.0	Residential	MF 29	Residential
38	26	1422-1412 Meridian	John Scott	1,150.0	Residential	MF 29	Residential
39	27	1408 S Meridian	Blake Baty	437.5	Residential	MF 29	Residential
40	28	1325 S Meridian	Westview Baptist Church	1,500.0	Church	MF 29	Residential
41	29	1334 S Meridian	Kenneth Erbert	500.0	Residential	MF 29	Residential
42	30	1330 S Meridian	Michael Kerr	400.0	Residential	MF 29	Residential
43	31	1325 S Meridian	Westview Baptist Church	1,125.0	Vacant	MF 29	Residential
44	32	1326 S Meridian	Kenneth Kindler	400.0	Residential	MF 29	Residential
45	33	1318 S Meridian	Steve Lanes	400.0	Residential	MF 29	Residential
46	34	1313 S Meridian	Serena Nickell	400.0	Residential	MF 29	Residential
47	35	1312 S Meridian	Homes by Zome LLC	400.0	Residential	MF 29	Residential
48	36	1305 S Meridian	Fred McCulley	500.0	Residential	MF 29	Residential

49	37	1301 S Meridian	Gibson Revocable Trust	418.0	Quad plex	MF 29	Quad plex
50	38	1161 S Meridian	Crossbow Investments LLC	496.0	Apartment	GO	Retail
51	39	2420 Walker	Carol Light	765.0	Residential	MF 29	Residential
52	40	1141 S Meridian	Le Tuyen	1,500.0	Residential	MF 29	Residential
53	41	1125-1133 Meridian	Stephen Brotton	2,110.0	Residential	MF 29	Residential
54	42	1128 S Meridian	Trinidad Balderas	400.0	Residential	MF 29	Residential
55	43	1124 S Meridian	Scott Sadler	400.0	Residential	MF 29	Residential
56	44	1120 S Meridian	Judy Rogers	1,050.0	Residential	MF 29	Residential
57	45	1121 S Meridian	Jaime Green	391.0	Residential	MF 29	Residential
58	46	2123 W Irving	COW	1,800.0		MF 29	
59	47	1113 S Merdian	DP Holdings Inc	388.5	Residential	MF 29	Residential
60	48	1107 S Meridian	Susan Robinson	550.0	Residential	MF 29	Residential
61	48a	1101 S Meridian	Gerald Stuckey	300.0	Residential	MF 29	Residential
62	48b	1047 S Meridian	Mae Carr Rev. Trust	250.0	Residential	MF 29	Residential
63	49	1043 S Merdian	Ricardo Ortiz	300.0	Residential	MF 29	Residential
64	50	1048 S Meridian	Scott Ward	360.0	Residential	MF 18	Residential
65	51	1042 S Meridian	Scott Ward	420.0	Residential	MF 18	Residential
66	52	1036 S Meridian	Richard Sanders	312.5	Residential	MF 29	Residential
67	53	1030 S Meridian	Crossbow Investments LLC	362.5	Residential	MF 29	Residential
68	54	1031 S Meridian	Ronnie Beard	300.0	Residential	MF 29	Residential
69	55	1026 S Meridian	Kenneh Snellen	457.5	Residential	MF 29	Residential
70	56	1015 S Meridian	Crown Entertainment Inc.	220.0	Retail	LC	Retail
71	57	1018 S Meridian	Gary Hartman	523.8	Residential	MF 29	Residential
72	58	1004 S Merdian	Fran Mar Invest. Co	1,125.0	Retail	LC	Retail

Agenda Item No. II-10

CITY OF WICHITA
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: Approval of Waiver of Right to Purchase (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the waiver.

Background: On August 30, 1994, the City Council approved a Developer Agreement for the Northeast Community Investment Project. The project included the development of a branch bank, a retail center, senior housing and a senior center. The project is generally located between Piatt and Grove on the south side of 21st Street North. On December 14, 1999, the City Council approved an agreement that removed the senior housing and senior center from the Developer Agreement. This agreement was precipitated by the sale of the senior housing and senior center to Plaza North Residences, L.C. (Plaza).

Analysis: The agreement gives the City a right of first refusal if the property is offered for sale to any entity not affiliated with Mennonite Housing or Plaza. Plaza has previously transferred the senior housing to Mennonite Housing. Plaza desires to sell the senior center to Senior Services, Inc. Senior Services currently operates the senior center on behalf of Plaza. Although the operation of the facility will remain largely unchanged, the City must waive its right of first refusal per the agreement. All of the other obligations and rights specified in the agreement remain unchanged.

Financial Considerations: All financial details of the prior agreement remain unchanged.

Legal Considerations: The Law Department has approved the Waiver of Right to Purchase as to form.

Recommendation/Action: It is recommended that the City Council approve the Waiver of Right to Purchase and authorize the necessary signatures.

Attachments: Waiver of Right to Purchase agreement.

WAIVER

WHEREAS, the City of Wichita, Kansas, UNB Financial Services, Inc., Mennonite Housing Rehabilitation Services, Inc. and Plaza North Residences, L.C. entered into an agreement dated December 14, 1999, recorded in Film 1996 at Page 1598 with the Sedgwick County, Kansas Register of Deeds office ("Agreement");

WHEREAS, Plaza North Residences, L.C. desires to transfer the Senior Center located on the Real Property described on Exhibit A attached hereto, to Senior Services, Inc. of Wichita;

WHEREAS, Plaza North Residences, L.C. has requested the City of Wichita, Kansas waive its right of first refusal pursuant to the Agreement to purchase the "Project" as defined in the Agreement.

COMES NOW, the City of Wichita, Kansas and waives its right of first refusal to purchase the Project so as to allow Plaza North Residences, L.C. to transfer the Senior Center located on the Real Property described on Exhibit A to Senior Services, Inc. of Wichita.

This Waiver executed this _____ day of December, 2014, at Wichita, Kansas.

CITY OF WICHITA, KANSAS

By_____
Name: Carl Brewer
Title: Mayor

ATTEST:

By_____
Name: Karen Sublett
Title: City Clerk

STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of December, 2014, before me, the undersigned, a notary public, in and for the said County and State aforesaid, came Carl Brewer, Mayor of the City of Wichita, Kansas, who is known to me to be the same person who executed the above instrument of writing and such person duly acknowledged the same to be his free and voluntary act and deed.

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

_____
Notary Public

My Commission Expires:
_____

EXHIBIT A

A portion of Lot 1, U.N.B. 2nd Addition, Wichita, Sedgwick County, Kansas described as beginning at the Northwest corner of said Lot 1; thence, N90°00'00"E, along the north line of said Lot 1, 238.00 feet; thence, S00°00'00"W, 118.00 feet; thence S45°12'30"W, 142.32 feet; thence N89°28'24"W, 139.00 feet to a point in the westerly line of said Lot 1; thence, N00°31'36"E, along said westerly line of Lot 1, 217.00 feet to the point of beginning.

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
NOVEMBER 2014

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Banking Services	11/30/2015	Intrust Bank NA	Finance	12/1/2012 - 11/30/2013	2 - 1 year options
Commercial Real Estate Lease/Rental Appraisal Services at Colonel James Jabara Airport	11/30/2015	ABS Aviation Consultancy, Inc. DBA Airport Business Solutions	Airport	11/22/2011 - 11/23/2014	1 - 1 year option
Digital Stormwater Drainage Inventory	11/30/2015	Merestone Surveying LLC	Public Works & Utilities	12/17/2013 - 11/30/2014	3 - 1 year options
Electrical Engineering Services (On-Call) - Airport, Primary Consultant	11/30/2015	Johnson Engineering	Airport	12/20/2013 - 11/30/2014	1 - 1 year option
Fire Hydrants	11/30/2015	Wichita Winwater Works Company	Public Works & Utilities	12/1/2013 - 11/30/2014	1 - 1 year option
Pebble Quicklime - Bulk Delivery	11/30/2015	U.S. Lime Company-St. Clair	Public Works & Utilities	12/1/2013 - 11/30/2014	1 - 1 year option
Physicals, Hazardous Materials Team Physicals	11/30/2015	Via Christi Rehabilitation Hospital, Inc. dba Via Christi Occupational and Immediate Care	Fire, Police, Airport, Human Resources	12/3/2013 - 11/30/2014	1 - 1 year option
Scrap Tire Removal & Disposal	11/30/2015	Wiechman-Bush Tires, Inc.	Public Works & Utilities	12/1/2013 - 11/30/2014	1 - 1 year option
Solid Deicer for Runways - Sodium Acetate	11/30/2015	General Atomics Int'l Services Corp dba Cryotech Deicing Technology	Airport	12/4/2012 - 11/30/2013	Last option
Vending Food Services	11/30/2015	Premier Food Service, Inc. dba Premier Catering	Park & Recreation	12/1/2012 - 11/30/2013	Last option
Welding Gases	11/30/2015	Wichita Welding Supply, Inc.	Various	12/1/2012 - 11/30/2013	Last option

PROFESSIONAL CONTRACTS UNDER $25,000
NOVEMBER 2014

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT
Bever Dye LLC	DP440827	Legal Services - Attorneys	25,000.00

ANNUAL MAINTENANCE CONTRACTS OVER $25,000
DIRECT PURCHASE ORDERS FOR NOVEMBER 2014

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT

Senior Management Expenses

For the Quarter Ended September 30, 2014

Employee by Department	Purpose	Amount
City Manager		
Robert Layton, City Manager	Large Cities Executive Forum, Aurora, CO	$ 1,082.16
Robert Layton, City Manager	International City/County Management Association Conference, Charlotte, NC	1,815.18
Airport		
John Oswald, Engineering & Planning Manager	Four State Airport Conference, Kansas City, MO	639.47
Housing & Community Services		
Mary K. Vaughn, Director of Housing & Community Services	CDBG 40 Year Anniversary, Leveraging Federal Resources to End Homelessness, Kansas City, MO	284.35
Police		
John Speer, Deputy Chief of Police	New England Tactical Officers Association Conference, Providence, RI	2,344.90
Public Works & Utilities		
Joe Pajor, Deputy Director of Public Works & Utilities	Kansas Water Congress, Manhattan, KS	56.00
Joe Pajor, Deputy Director of Public Works & Utilities	Aquaduct Stakeholder Tour & Meeting, White Cloud, KS	496.10
Gary Janzen, City Engineer	Kansas All Career Fair, Manhattan, KS	494.00
Michael Jacobs, Interim Superintendent Water Production & Pumping	Kansas Transportation Engineering Conference, Manhattan, KS	727.93
Total		**$ 7,940.09**

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: 2015 Victims of Crime Act (VOCA) Grant

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the 2015 Grant Award and Assurances.

Background: The Federal Victims of Crime Act (VOCA) Crime Victim Assistance grant program is administered by the Kansas Governor's Federal Grants Program. In 2001, the City Council approved the initial grant application for VOCA funding, which established a Victim Assistance Unit (VAU) in the Wichita Police Department. The 2015 grant provides funding for one VAU Program Coordinator position. The Program Coordinator is responsible for providing direct victim assistance and coordination with established community resources: the Wichita Area Sexual Assault Center, YWCA Women's Crisis Shelter, Catholic Charities, U.S. Attorney's Victim Assistance Office, District Attorney's Victim/Witness staff, and Assistant District Attorneys.

The Grant Assurances has already been signed by the Mayor and submitted in order to meet the deadline, pursuant to authority under Administrative Regulation 2.4, where delay would invalidate the grant.

Analysis: The VAU is responsible for facilitating a coordinated response to the needs of crime victims and developing and implementing internal and external training programs. Victim assistance is focused on the primary and secondary victims of violent crime, including death cases and elderly burglary victims. The VAU has been instrumental in working with the Wichita Police Department's violent crimes and burglary section to assist victims with restoring stability to their lives, and aiding in the reduction of secondary victimization. The grant funding is for the continuation of the Victim Assistance Unit for Federal FY 2015, beginning October 1, 2014 through September 30, 2015.

Financial Considerations: The total grant is $94,526 with 80 percent ($75,621) provided by VOCA funding and 20 percent ($18,905) provided by a local match, which is budgeted in the General Fund.

Legal Considerations: The Law Department has reviewed and approved as to form the Grant Award and Assurances.

Recommendations/Actions: It is recommended the City Council approve the 2015 Victims of Crime Grant Award.

Attachments: 2015 VOCA Grant Award and Assurances.

Kansas

governor@ks.gov

Office of the Governor

Sam Brownback, Governor

November 14, 2014

Ms. Debbie Nguyen
City of Wichita Police Department
455 N. Main
Wichita, KS 67202-1600

Dear Ms. Nguyen:

Congratulations! I am pleased to inform you that the agency will receive a grant award from the Federal Victims of Crime Act (VOCA) grant program. These grant funds will assist the agency in providing effective services for victims of crime. During the most recent state fiscal year, VOCA grant projects provided direct services to nearly 30,000 crime victims throughout Kansas and I look forward to partnering with you in the coming months to ensure that these services continue to reach those who need it most.

Two important documents are included in this notification, the Grant Assurances and the Reporting Requirements. In order to process the grant award, please print a copy of the Grant Assurances following this letter. Read and initial each page and have the required individuals sign the Grant Assurances. The signed copy must be returned to the Kansas Governor's Grants Program by email to kim.gerety@ks.gov or by mail to 900 SW Jackson Street, Room 304 North, Topeka, KS 66612-1220. This document must be returned by **December 1, 2014**.

The Reporting Requirements also are attached. All reports are required to be submitted through the Grant Portal. The Reporting Requirements provide the procedures and instructions for managing the VOCA grant award.

Kay Steward is the agency's primary contact regarding the VOCA grant program. She can be reached by email at kay.steward@ks.gov or by phone at 785-291-3205.

Please do not hesitate to contact my office if you have any questions. Thank you for all your hard work and dedication on behalf of crime victims in Kansas.

With Warm Regards,

Sam Brownback

Sam Brownback
Governor

Governor's Grants Program
900 SW Jackson Street, Room 304 North
Topeka, KS 66612-1220
Voice (785) 291-3205 * Fax: (785) 291-3204

KANSAS GOVERNOR'S GRANTS PROGRAM
Federal Victims of Crime Act Victim Assistance Program
Grant Assurances for Fiscal Year 2015

The grant award listed below is available for expenditure in accordance with the agency's approved application under the Federal Victims of Crime Act (hereinafter "VOCA"), as established by 42 U.S.C. §10601 *et seq.* and amendments thereto, for the period beginning October 1, 2014 and ending September 30, 2015. The VOCA grant funds distributed to the Subgrantee by the State of Kansas will be administered by the Kansas Governor's Grants Program (hereinafter "KGGP") and used to provide crime victim assistance programs as allowed by 42 U.S.C. §10601 *et seq.* and amendments thereto. The distribution of grant funds is contingent upon receipt of adequate funds and appropriations to the KGGP. All terms of the grant award are non-negotiable by the Subgrantee.

The Catalog of Federal Domestic Assistance, or CFDA, number for the Federal Victims of Crime Act Victim Assistance Program is 16.575. This document contains information specific to this federal grant program.

The grant awarded to **City of Wichita Police Department** (hereinafter "Subgrantee") is for the total amount of **$94,526**. The portion of the grant award funded by the federal VOCA grant (80% of the total grant project) is **$75,621**. The portion of the grant award that must be funded by the Subgrantee (20% non-federal cash or in-kind match) is **$18,905**. The use of non-federal match is restricted to the same guidelines, purposes, and allowable costs as the federal funds.

The grant project number for this grant award is **15-VOCA-32**.

With acceptance of this grant award, the Subgrantee agrees to the following:

1. **AWARD PERIOD:** This grant award is for the period October 1, 2014 to September 30, 2015. The Subgrantee shall not allocate any expense made or incurred prior to October 1, 2014 or after September 30, 2015 to this grant award. The Subgrantee shall not allocate any expenditure for any activity, event, or conference that will occur outside the grant award period. All grant award obligations must be paid within 30 days following the end of the grant award period.

2. **APPROVED PURPOSES:** Grant funds awarded as a result of the Subgrantee's grant application shall only be expended for the purpose approved by the KGGP and in accordance with any terms and conditions the KGGP attaches to the grant award. The Subgrantee shall not use grant funds to supplant federal, state, or local funds that would otherwise be available for crime victim services.

   Grant funds shall not be used for research or fundraising projects. Grant funds shall not be used for construction and/or purchase of land. Grant funds shall be used exclusively for VOCA activities and shall not be used to pay debts or support other agency programs, initiatives, or expenses incurred by other activities beyond the scope of the approved VOCA project. All expenditures shall be directly linked to the VOCA project; indirect costs are not allowed.

(initials of Authorized Certifying Official)

The Subgrantee shall not use grant funds, either directly or indirectly, to support the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

3. **SOLICITATION:** The Subgrantee shall be in compliance with the specifications outlined in the solicitation under which the approved application was submitted. The terms and conditions of the VOCA solicitation are hereby incorporated by reference into this award.

4. **COMPLIANCE WITH REGULATIONS, POLICIES, AND PROCEDURES:** The Subgrantee shall comply with all applicable state and federal laws and regulations, including, but not limited to, provisions of the VOCA grant program, the provisions of 28 C.F.R. applicable to grants, the Federal Program Guidelines for VOCA, the VOCA Program Guidelines and Reporting Requirements as established by the KGGP, and the requirements of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide, effective edition, found at www.ojp.usdoj.gov/financialguide/index.htm.

5. **CONFIDENTIALITY:** The Subgrantee assures that procedures have been or will be developed to ensure the confidentiality of records pertaining to persons receiving assistance or services from any Subgrantee grant project assisted by VOCA. The Subgrantee shall comply with all applicable federal and state confidentiality laws, including, but not limited to, the McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11383 and amendments thereto.

6. **DISSEMINATION OF CRIME VICTIMS' RIGHTS INFORMATION:** The Subgrantee assures that services and assistance provided by VOCA-funded staff and volunteers to crime victims shall include the dissemination of crime victims' rights information, including the statutory rights of crime victims and crime victim compensation. VOCA-funded staff and volunteers shall receive information and training on crime victim compensation and on all applicable laws pertaining to crime victims' rights.

7. **DIRECT VICTIM ASSISTANCE:** The Subgrantee shall use "Direct Assistance to Victims" funds only for the immediate health and safety of crime victims. Written documentation to support the use of these funds for this purpose must be maintained. The Subgrantee shall not use grant funds to make direct payments to any crime victim or a dependent of any crime victim. Further, the Subgrantee assures that gift cards will not be provided directly to victims as a substitute for cash.

8. **SERVICE FEES:** The Subgrantee shall not charge a fee of any kind for any service provided under this grant award. The Subgrantee shall not generate income of any kind through services funded with VOCA grant funds without the prior express written approval of the KGGP.

9. **REPORTING REQUIREMENTS:** The Subgrantee shall comply with any evaluative, statistical, or financial reporting requirements of the Federal VOCA Program or those set by the KGGP.

(initials of Authorized Certifying Official)

10. **DUNS and SAM:** The Subgrantee shall maintain a valid DUNS (Data Universal Numbering System) profile. Further, the Subgrantee shall maintain an active registration status in the U.S. System for Award Management (SAM) at www.sam.gov.

11. **TRAINING AND TECHNICAL ASSISTANCE:** The Subgrantee shall participate in KGGP-sponsored training or technical assistance events as required by the KGGP.

12. **USE OF VOLUNTEERS:** The Subgrantee shall use volunteers unless the Subgrantee formally requests a volunteer waiver and the KGGP determines that the Subgrantee has proven that a compelling reason exists to waive this requirement.

13. **PERSONNEL INFORMATION:** Job descriptions and compensation, including salary/ wages and bonuses, for all grant-funded staff shall be maintained by the Subgrantee and available for review by the KGGP. These grant funds shall be utilized for the provision of approved services only and the job descriptions must reflect this requirement.

14. **TIME AND ACTIVITY:** The Subgrantee shall keep daily time and activity records for all staff funded by this grant project that document the services and grant projects that the staff person worked on and the time spent providing the services or programs. Such time and activity records must account for 100 percent of staff time regardless of the percentage funded by this VOCA award. The Subgrantee shall use the time and activity records to distribute actual payroll and related fringe benefits costs to each funding source for each pay cycle accordingly. Time and activity records shall be signed by the staff member and supervisor and shall be kept and compiled in the subgrantee's administrative files and available for review. Volunteer service hours used as match must be documented and, to the extent feasible, supported by the same methods used by the organization for paid employees.

    These requirements extend to outside employees and persons who will perform contractual work. Subgrantees shall keep time and activity documentation in hourly increments for contractors providing direct client services, training, or consulting funded by this grant project. For agency contracts entered into for operating costs including, but not limited to, janitorial services, website services, technology services, and maintenance, the Subgrantee shall retain copies of contracts and/or invoices but is not required to maintain detailed time and activity records.

15. **ACCOUNTING:** The Subgrantee assures that grant fund accounting, auditing, and monitoring procedures necessary to maintain records as the KGGP prescribes shall be employed to ensure fiscal control, proper management, and proper expenditure of grant funds. The Subgrantee shall maintain books, records, documents, and other evidence to identify the costs directly associated with the delivery of services, specific outcomes, and benefits outlined in the approved grant application. This means that at a minimum:

    (a) the Subgrantee shall keep records that segregate the grant funds from all other funds received by the Subgrantee, keep its accounting for this grant project separate from the accounting of other funds, and spend and report in accordance with the approved grant project budget by program and budget line items;

(initials of Authorized Certifying Official)

(b) the Subgrantee shall keep supporting documentation for all direct costs charged to this grant project. This includes payroll reports, time and activity records, invoices, and other financial documentation for all paid expenses; the portion of the grant project supported by other sources of revenue; contracts for services; and other records that facilitate an effective compliance review; and

(c) the Subgrantee shall adhere to the applicable administrative requirements, cost principles, and common rules as referenced in the Federal Office of Justice Programs Financial Guide, effective edition.

16. **AUDIT REQUIREMENTS:** The Subgrantee assures to comply with organizational audit requirements of OMB Circular A-133 and the Single Audit Act of 1984, as amended, and shall forward to the KGGP a copy of the audit report(s) related to expenditure of these VOCA funds. The Subgrantee shall include the expenditure of these VOCA funds in the Schedule of Expenditures of Federal Awards (SEFA) and data collection form.

17. **RECORDS:** The Subgrantee assures that all records shall be subject at all reasonable times to inspection, review, or audit by State personnel and other personnel duly authorized by the KGGP, as well as Federal personnel. The Subgrantee assures that all financial records, supporting documentation, statistical records, and all other records pertinent to the grant award shall be retained by the Subgrantee for at least five years following the closeout of the grant award.

    The Subgrantee shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of activities within this project.

18. **EQUIPMENT:** The Subgrantee shall submit reports detailing the purchase of equipment within 30 days of the payment date. The Subgrantee assures that equipment purchased through this grant project shall continue to be used for the purpose it was purchased for as long as needed, whether or not the agency continues to be supported by VOCA. The Subgrantee assures that, to the extent practicable, all equipment and products purchased with grant funds shall be American made; documentation of research for such products must be maintained by the Subgrantee.

19. **FOOD AND/OR BEVERAGE:** The Subgrantee shall not use any portion of these funds, either directly or indirectly, to purchase food and/or beverage for any meeting, conference, training, or other event. This restriction does not apply to direct payments of per diem amounts to Subgrantee staff in a travel status under the Subgrantee's travel policy and approved in the VOCA grant project budget.

20. **PUBLISHED MATERIAL:** All issued statements, publicity releases, or other documents describing the funded grant projects, as well as all materials developed or published with funds from this grant award, shall contain an acknowledgment of support comparable to the following:

(initials of Authorized Certifying Official)

"This grant project is supported by subgrant number 15-VOCA-32 awarded through the Federal Office for Victims of Crime as administered by the Kansas Governor's Grants Program. The opinions, findings, conclusions, or recommendations expressed in this publication, program, or exhibition are those of the author(s) and do not necessarily reflect the views of the Office of the Kansas Governor or the U.S. Department of Justice."

The Subgrantee assures that two copies of all materials published with funds from this grant award shall be submitted to the KGGP at least 30 days prior to publication.

21. **EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The Subgrantee assures that it has formulated an equal employment opportunity plan (EEOP) if required by federal and state law. The Subgrantee assures that it has provided to the KGGP the name of a civil rights person who has lead responsibility for ensuring that all applicable civil rights requirements are met. This person shall act as a liaison for civil rights issues with the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights.

The Subgrantee shall complete the Federal Office of Civil Rights' Certification Form and submit it to the KGGP. The Certification Form must be received by the KGGP before the Subgrantee is allowed access to VOCA funds.

The Subgrantee acknowledges that failure to submit an acceptable EEOP may result in suspension or termination of funding until such time as the Subgrantee is in compliance.

22. **CIVIL RIGHTS AND NONDISCRIMINATION:** The Subgrantee assures that all grant projects provided by the Subgrantee shall comply with all applicable nondiscrimination requirements including, but not limited to, the Victims of Crime Act; the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789(d); Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(d) *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990), as amended, 42 U.S.C. §12131 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination Act of 1975, 42 U.S.C. §6101 *et seq.*; Department of Justice Nondiscrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G; Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35 and Part 39 administrative requirements; and 28 C.F.R. Part 46 and all U.S. Department of Justice, Office of Justice Programs policies and procedures regarding the protection of human research subjects.

The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or disability against the Subgrantee, the Subgrantee shall forward a copy of the findings to the KGGP and the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights.

23. **EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS:** The Subgrantee assures that all grant projects provided by the Subgrantee shall comply with the Equal

CAS (initials of Authorized Certifying Official)

Treatment for Faith-Based Organizations Regulation, 28 C.F.R. Part 38 and amendments thereto. The Subgrantee shall not discriminate against prospective program beneficiaries on the basis of religion. The Subgrantee shall not use grant funds for inherently religious activities, such as worship, religious instruction, or proselytization. Subrecipients of grants may still engage in inherently religious activities, but such activities must be completely separate in time or place from the grant-funded program and participation in such activities by individuals receiving services from the Subgrantee must be voluntary. Further, subgrantees shall not discriminate in the provision of services on the basis of a beneficiary's religion.

24. **LIMITATION ON LOBBYING ACTIVITIES:** The Subgrantee shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government without the express prior approval of the Federal Office of Justice Programs or the KGGP.

25. **LIMITED ENGLISH PROFICIENCY:** The Subgrantee assures that procedures have been or will be developed to ensure meaningful access by persons with limited English proficiency who are eligible for assistance or services from any Subgrantee program assisted under VOCA.

    For additional guidance in complying with the LEP assurance, please refer to the U.S. Department of Justice *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* at 67 C.F.R. 41455 (June 18, 2002) or www.lep.gov.

26. **TEXT MESSAGING:** The Subgrantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. **HISTORIC PRESERVATION:** The Subgrantee assures compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470, Executive Order 11593, and the Archeological and Historic Preservation Act of 1966, 16 U.S.C. §569 a-1 *et seq*. The Subgrantee shall comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

28. **NATIONAL ENVIRONMENTAL POLICY ACT:** The Subgrantee assures compliance with the National Environmental Policy Act (NEPA), 42 U.S.C. §4321 *et seq*., and other related federal environmental impact analysis requirements in the use of these grant funds. The Subgrantee understands that this applies to new activities whether or not they are being specifically funded by these grant funds. That is, as long as the activity is being conducted by the Subgrantee and the activity needs to be undertaken in order to use these grant funds, this assurance must first be met. The Subgrantee shall notify the KGGP prior to any of the activities taking place. The activities covered by this

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provision are:

a. New Construction;
b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland or a habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subgrantee assures it will cooperate with the Federal Office of Justice Programs (OJP) in any preparation by OJP of a national or program environmental assessment of the funded program activity.

29. **DISCLAIMER OF LIABILITY:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any Subgrantee beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

30. **INSURANCE:** The KGGP shall not purchase any insurance against loss or damage to any personal property purchased with grant funds. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the Subgrantee shall bear the risk of any loss or damage to any personal property purchased with grant funds.

31. **ADDITIONAL REQUIREMENTS:** The Subgrantee understands and agrees to comply with any additional requirements that may be imposed during the grant performance period if the KGGP determines that the agency is a high-risk Subgrantee.

32. **MISUSE OF GRANT FUNDS:** The Subgrantee understands and agrees that misuse of grant funds may result in a range of penalties, including suspension of current and future grant funds, suspension or debarment from state and/or federal grants, recoupment of monies provided under the grant award, and civil and/or criminal penalties.

33. **FRAUD, WASTE, AND ABUSE:** The Subgrantee shall promptly refer to the U.S. Department of Justice, Office of the Inspector General and the KGGP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim for VOCA grant funds under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving VOCA funds. Additional information

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can be found at www.usdoj.gov/oig. Potential fraud, waste, abuse, or misconduct shall be reported to:

Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Ave, N.W. Room 4706 Washington, DC 20530 oig.hotline@usdoj.gov Hotline: 800-869-4499 Hotline Fax: 202-616-9881	AND	Kansas Governor's Grants Program Landon State Office Bldg, Room 304 North 900 SW Jackson Street Topeka, KS 66612-1220

34. **UNUSED FUNDS:** The Subgrantee shall return to the KGGP any unobligated grant funds on hand within 10 business days after the final Financial Status Report is due.

35. **CORRESPONDENCE AND REPORTS:** All correspondence, reports, and other documentation required by this grant shall be submitted through the Kansas Governor's Grants Program Grant Portal at https://www.kansas.gov/grants/index.do, with the exception of the Grant Assurances. Grant Assurances shall be signed, scanned, and emailed to kim.gerety@ks.gov or mailed to the **Kansas Governor's Grants Program, Landon State Office Building, Room 304 North, 900 SW Jackson Street, Topeka, Kansas 66612-1220.**

36. **FAILURE TO COMMENCE GRANT PROJECT:** If the activities described in the grant application have not commenced within 60 days after acceptance of the grant award, the Subgrantee shall report in writing the steps taken to initiate the grant project, the reasons for delay, and the expected starting date. If the activities have not commenced within the next 30 days of receipt of the above correspondence, a further statement in writing regarding the delay shall be submitted to the KGGP. Upon receipt of the second correspondence, the KGGP may terminate the grant and all unused grant funds shall be returned together with a complete accounting of all expenditures.

37. **RIGHT TO TERMINATE:** The KGGP reserves the right to terminate any grant award and cease payment to the Subgrantee for failure to comply with applicable laws, regulations, and/or terms and conditions of the grant assurances. Further, the KGGP may seek reimbursement of any or all grant funds and may reclaim any equipment, durable goods, and other property purchased with these grant funds if the Subgrantee fails to perform in accordance with the terms of the grant assurances and reporting requirements.

38. **SPECIAL CONDITION(S):**

    (a) **The Subgrantee understands and agrees that any grant requirement deadline not met in which there was not prior approval for an extension will result in consideration by the KGGP to suspend, decrease, or terminate the grant award. This requirement includes, but is not limited to, signed Grant**

(initials of Authorized Certifying Official)

Assurances, Special Conditions, financial reports, programmatic reports, and grant project compliance review requirements.

(b) **The Subgrantee assures that a minimum of one VOCA-funded staff member attends the Annual Crime Victims' Rights Conference each fiscal year.**

(c) **The Subgrantee shall attend a webinar training regarding the Grant Assurances and Reporting Requirements at 10:00 am, November 14, 2014. Failure to participate in the webinar could result in the interruption or suspension of the grant award. The KGGP has emailed access instructions to the Subgrantee primary contact.**

done

(d) **No later than December 3, 2014, the Subgrantee shall contact the KGGP Administrator for technical assistance regarding the Project Narrative and revisions to the Goal(s) and Objectives section.**

(e) **The Subgrantee shall revise the Health Insurance description field in the Grant Portal to provide a detailed calculation that reflects how the expense is incurred by the agency, no later than December 10, 2014.**

(f) **The Subgrantee shall revise the budget in the Grant Portal no later than December 10, 2014, to 1) remove the NOVA Conference from the Conferences/Workshops line item; 2) remove the Postage, Phone Line, Long Distance, and Public Safety System line items; and 3) reduce VOCA project line items as follows:**

Supplies	**350**
Printing	**600**
Phone Instrument	**270**
Victim Resource Fund	**684.**

39. **REQUIRED SIGNATURE:**

As the Authorized Certifying Official, I have read and fully understand this Grant Assurances document. By signing, I accept the conditions stated in this document.

Signature of Authorized Certifying Official — Date: 11/18/14

Carl Brewer
Type or Print Name of Authorized Certifying Official

Mayor
Title

455 N. Main, Wichita KS 67202-1600
Address (Street, City, State, Zip Code)

Approved as to Form: CBB (initials of Authorized Certifying Official)

By: Sharon L. Buckgrafe / EOF
Interim City Attorney

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Construction Funding for Improvements to Amidon, 21st to 29th Streets North (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised budget for construction and adopt the resolution.

Background: On March 20, 2012, the City Council approved a design concept for improvements to Amidon between 21st and 29th Streets North. Design work, right-of-way acquisition, and utility relocation are complete. Construction is slated to begin in early 2015.

Analysis: Amidon will be reconstructed to provide two lanes of traffic in each direction and a continuous center left turn lane. Sidewalks will be constructed along both sides of Amidon and a new pedestrian signal will be installed south of 24th Street. The intersections at 21st, 25th, and 29th Streets will be reconstructed with new traffic signals and left turn lanes at all four approaches, and a new traffic signal will be installed at the New Leaf and Twin Lakes entrance south of 21st Street.

One lane of traffic in each direction will be maintained for the duration of the project and left turns will be prohibited as necessary.

Financial Consideration: The existing budget, which was approved by the City Council on November 5, 2013, is $1,770,000 funded by General Obligation (GO) bonds. An additional $6 million in GO bond funding is available in the 2011-2020 Adopted Capital Improvement Program in 2014 for construction. The additional funding will bring the total project budget to $7,770,000 and will provide for payment of design fees, right-of-way-acquisition and utility relocation costs, construction costs, and City staff costs for administration and oversight.

Section 1(D) of Charter Ordinance No. 222 establishes a default change order limit of 10% of the original contract amount. The City Council may set the change order limit at a ratio greater or less than the 10% default. Staff recommends excepting the default authority limit for this project and establishing a reduced change order limit without additional Council approval. The requested authorization is for a flat cap of $50,000.

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

Recommendation/Action: It is recommended that the City Council approve the revised budget, approve the 3% change order limit, adopt the resolution, and authorize all necessary signatures, including those for the acquisition or granting of easements, utility relocation agreements, and all required permits.

Attachments: Map, budget sheet and resolution.

29th ST NO
AMIDON
LOCATION
N
25th ST NO
21st ST NO
ST PAUL
MERIDIAN
AMIDON

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2014 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 06 Council District 6 DATE COUNCIL APPROVED: Nov 4, 2014 REQUEST DATE:

PROJECT # : 210488 PROJECT TITLE: Amidon, 21st to 29th Streets North

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Amidon, 21st to 29th Streets North

OCA # : 707023 OCA TITLE: Amidon, 21st to 29th Streets North

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
9720 G.O. Bonds	$1,770,000.00	$6,000,000.00	$7,770,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$1,770,000.00	$6,000,000.00	$7,770,000.00

Expense Object Level 3			
2999 Contractuals	$1,770,000.00	$6,000,000.00	$7,770,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$1,770,000.00	$6,000,000.00	$7,770,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

Gilmore & Bell, P.C.
05/12/2014

RESOLUTION NO. 14-375

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:

Design, right-of-way-acquisition and utility relocation costs, construction costs, and City staff costs for administration and oversight on Amidon, between 21st and 29th Streets North (472-84914).

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

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $7,770,000 in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

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

Section 3. Project Management. For this Project, change orders may be approved by the City Manager or Purchasing Manager without prior Council approval if less than fifty thousand dollars ($50,000), which level is set under the authority of Charter Ordinance 222.

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

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

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Sharon L. Dickgrafe, Interim Director of Law

SUBJECT: Report on Claims for November, 2014

DATE: December 3, 2014

The following claims were approved by the Law Department during the month of December, 2014.

Anderson, Tiera	$ 300.00
Casey, Kelly	$ 391.00
Schindler Elevator Corp.	$1,202.23

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed

cc: Robert Layton, City Manager
Shawn Henning, Director of Finance

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: Year-End Budget Adjustments (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the budget adjustments.

Background: The 2014 budgets will soon have final expenditures posted, and budget adjustments are necessary to close out the fiscal year. Administrative regulations require City Council approval for all budget adjustments that exceed $25,000.

Analysis: To close out fiscal year 2014, a handful of line items are projected to be over budget. Budget adjustments can be offset by lower than budgeted expenditures in other areas. Each of the potential expenditure overages are noted at the maximum potential level, to provide the authority to process year-end adjustments and to avoid delays in vendor payments. The actual necessary adjustments are often smaller than estimated, and all funds will remain under the state-certified budget limits set last year.

- General Fund: There will be overages in the contractual and commodities line items of the facility maintenance budget. Unit prices in contracts have raised expenses beyond the budgeted amounts. The street lighting budget is higher due to electricity cost increases, while snow removal expenditures are over-budget due mainly to storing more salt at a new temporary storage site. In total, an amount up to $1.3 million would be shifted within any of the Public Works & Utilities General Fund division budgets to cover line item overages.

- Water Fund: Commercial meters have been replaced and repaired at much higher rates, which provides a more accurate meter network to generate additional water revenue. This is being done in conjunction with a five-year program to replace all residential meters. The additional work has increased costs for materials and for contracting out service line work. An amount up to $950,000 would be transferred from under-spent line items in divisions within the Water Fund to cover any Water Fund items that require adjustments.

- Sewer Fund: Utility costs are 7% higher than in 2013, while the expenses associated with hauling biosolids – a byproduct of the treatment process – are higher this year. Equipment maintenance costs have increased by $130,000 this year as well. In addition, capital equipment costs in Sewer Maintenance are higher than expected. This adjustment would move up to $550,000 from under-spent line items in the Sewer Fund.

- Flood Control Fund: The City and Sedgwick County jointly fund operation and repairs of the Wichita/Valley Center Flood Control Project (portions of which are called the Big Ditch). More funding has been encumbered this year for maintenance work, which has driven an overage in the contractual budget. However, under-spending in the commodities budget can cover the difference. This adjustment would move up to $150,000 within the Flood Control Fund to ensure that all of the fund's line items are balanced at the end of the year.

Financial Considerations: The budget adjustments move moneys within funds to ensure compliance with City policies. All funds under the department will come in under the state-certified budget levels.

Legal Considerations: Budget adjustments over $25,000 require approval by the City Council.

Recommendations/Actions: It is recommended that the City Council approve the budget adjustments.

Attachments: None.

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: Acceptance of Construction Bid Exceeding Engineer's Estimate for Paving Improvements in The Woods Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve acceptance of the lowest bid.

Background: On December 7, 2010, the City Council approved a petition for paving improvements to serve The Woods Addition, a new residential development located east of 151st Street West, north of Maple. The project was bid for construction on November 14, 2014, with all bids exceeding the Engineer's Estimate.

Analysis: The lowest bid received exceeded the estimate by less than $4,000. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City.

Financial Considerations: The City Council approved an amended estimate and increased project budget of $271,440 on December 9, 2014. The funding source is special assessments.

Legal Considerations: There are no legal considerations associated with the City Council's approval of accepting the lowest bid.

Recommendation/Action: It is recommended that the City Council approve acceptance of the lowest bid and authorize the necessary signatures.

Attachments: Bid summary.

RQ441192
FB440215

PAVING BIDS RECEIVED - November 14, 2014

Award Date: 12/16/14

472-84949 (766312) Jayson/Kennedy
(east of 151st Street West, north of Maple)

BID ITEMS	QUANTITY	UM	ENGINEER'S ESTIMATE		APAC-KANSAS INC		CORNEJO & SONS LLC		CONSPEC INC DBA KANSAS PAVING	
			UNIT PRICE	**EXTENSION**	UNIT PRICE	**EXTENSION**	UNIT PRICE	**EXTENSION**	UNIT PRICE	**EXTENSION**
LUMP SUM BID ITEMS										
AC Pavement 5" (3" Bit Base)	4,033	sy			17.15	69,165.95	20.00	80,660.00	20.00	80,660.00
Crushed Rock Base (5"), Reinforced	5,077	sy			8.40	42,646.80	8.00	40,616.00	7.50	38,077.50
Concrete Pavement (VG) 7" (Reinf)	151	sy			45.00	6,795.00	42.00	6,342.00	36.00	5,436.00
Concrete C & G (3 5/8" RL & 1 1/2")	2,280	lf			10.00	22,800.00	10.00	22,800.00	9.00	20,520.00
Concrete Curb, Mono Edge (3 5/8" RL & 1 1/2")	77	lf			3.50	269.50	6.00	462.00	2.00	154.00
Wheelchair Ramp w/ Detectable Warnings	1	ea			750.00	750.00	600.00	600.00	550.00	550.00
Excavation	880	cy			7.00	6,160.00	8.00	7,040.00	7.00	6,160.00
Pipe, SWS 15"	101	lf			30.00	3,030.00	30.00	3,030.00	30.00	3,030.00
Pipe, SWS 18"	42	lf			34.00	1,428.00	34.00	1,428.00	34.00	1,428.00
Pipe, SWS 24"	132	lf			40.00	5,280.00	40.00	5,280.00	40.00	5,280.00
Inlet, Curb (Type 1A) (L=10' W=3')	2	ea			3,500.00	7,000.00	3,500.00	7,000.00	3,500.00	7,000.00
Inlet, Drop, Special	1	ea			1,900.00	1,900.00	1,900.00	1,900.00	1,900.00	1,900.00
Inlet Hookup	2	ea			500.00	1,000.00	500.00	1,000.00	400.00	800.00
Grading, Easement	1	LS			4,800.00	4,800.00	2,000.00	2,000.00	1,800.00	1,800.00
Maintain Existing BMPs	1	LS			500.00	500.00	450.00	450.00	100.00	100.00
Signing	1	LS			950.00	950.00	950.00	950.00	950.00	950.00
Seeding	1	LS			2,425.00	2,425.00	2,425.00	2,425.00	1,000.00	1,000.00
Site Clearing	1	LS			9,950.00	9,950.00	1,500.00	1,500.00	20,000.00	20,000.00
Site Restoration	1	LS			7,500.00	7,500.00	18,500.00	18,500.00	3,950.00	3,950.00
MEASURED QUANTITY BID ITEMS										
Fill, Sand (Flushed & Vibrated)	42	lf			8.00	336.00	8.00	336.00	8.00	336.00
Concrete Sidewalk 4"	2,418	sf			3.85	9,309.30	3.25	7,858.50	2.50	6,045.00
Inlet Underdrain	42	lf			22.00	924.00	19.00	798.00	2.00	84.00
BMP, Back of Curb Protection	2,352	lf			1.00	2,352.00	1.00	2,352.00	0.10	235.20
BMP, Curb Inlet Protection	2	ea			80.00	160.00	80.00	160.00	5.00	10.00
BMP, Drop Inlet Protection	1	ea			80.00	80.00	80.00	80.00	5.00	5.00
TOTAL BID ITEMS						$207,511.55		$215,567.50		$205,510.70

Award 12/16/2014 subject to City Council approval of new Engineer's Estimate and budget authorization

Agenda Item No. – II-17a

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

SUBJECT: Performance Bond Waiver Request for Industrial Revenue Bonds (Wesley Medical Center, LLC) (District I)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Waive the requirement to maintain a performance bond as a condition of disbursement and authorize the 2014 draw payment to be issued at any time by the end of the year.

Background: On December 1, 2013, the Wichita City Council approved the issuance of Industrial Revenue Bonds ("IRBs") in an amount not-to-exceed $35,500,000 for the purpose of financing the cost of remodeling and equipping a portion of the Wesley Medical Center facility located at 550 N. Hillside, near Central and Hillside. In addition, the City Council approved an 87% five-year tax exemption on bond-financed property, plus a second five-year exemption subject to City Council review and approval.

Analysis: Wesley Medical Center ("Wesley") is renovating its women and children's services areas. The full not-to-exceed $35,500,000 IRB financing is structured as one up-front bond issue with UMB Bank serving as bond trustee. Wesley Medical Center, LLC will purchase the bonds in four annual installments beginning in 2013. The Indenture provides that on December 15 of each year, Wesley will draw down funds for the amount of expenses incurred for the project in that year.

Wesley is required to have a performance bond in place during the construction period to guarantee funding to complete the full project. In 2013, Wesley made its first draw for $4,500,000. At the time, the trustee inadvertently missed the requirement for a performance bond and informed Wesley that it needed to have one in connection with future draws. Wesley is now requesting the 2014 draw and is asking the City Council to waive the requirement of a performance bond since the planned remodeling projects are 80% complete. Since the request is being considered after the December 15th annual draw date, Wesley is requesting that the 2014 draw be allowed to occur any time prior to the end of the year.

Financial Considerations: Wesley is the owner of the Bonds and as such bears any risk of noncompletion of the planned remodeling projects.

Legal Considerations: The law firm of Gilmore & Bell, PC served as bond counsel in the transaction. Bond counsel and the City's Law Department have advised that since Bond proceeds are being issued each year to reimburse Wesley for completed portions of the remodeling project, and Wesley as owner of all the outstanding Bonds bears any risk of a failure to complete the entire planned remodeling, waiving the performance bond requirement does not materially alter the transaction. Permitting the 2014 draw to occur after the December 15 date contemplated by the Indenture but before the end of the calendar year will permit the ad valorem tax abatement on the portions of the project completed this year to begin in 2015.

Recommendations/Actions: It is recommended that the City Council waive the requirement to maintain a performance bond as a condition of disbursement and authorize the 2014 draw payment to be issued at any time by the end of the year.

Attachments: Request for waiver of the performance bond requirement for disbursement of funds

POLSINELLI

900 W. 48th Place, Suite 900, Kansas City, MO, 64112 • 816.753.1000

December 11, 2014

Timothy C. Klink
(816) 572-4644
tklink@polsinelli.com

VIA ELECTRONIC MAIL

Mr. Robert Layton
City Manager, City of Wichita, Kansas
455 N. Main, 13th Floor
Wichita, KS 67202

Re: Industrial Revenue Bonds Series VIII, 2013 (Wesley Medical Center) – Waiver of Requirement to Obtain Performance Bonds

Dear Mr. Layton:

My firm represents Wesley Medical Center, LLC ("Wesley") in connection with the above-stated Industrial Revenue Bond ("IRB") issuance. As you know, the Lease related to the IRB issuance requires that Wesley obtain performance bonds securing the completion of the improvements comprising the IRB project prior to any disbursements being made from the Project Fund for Project Costs.

While Wesley has not obtained any such performance bonds, we are happy to inform you that the project is approximately 80% complete, with full completion expected in January 2015. As a result of this progress, we hereby request that the City of Wichita, Kansas waive any and all IRB provisions requiring Wesley to obtain performance bonds in connection with the project. Such waiver would eliminate an unnecessary project cost to Wesley.

We understand that the next scheduled disbursement from the Project Fund, currently set for Monday, December 15, 2014, will need to be postponed until the City Council has the opportunity to entertain this request. To that end, we respectfully ask that our request for the aforementioned waiver of the performance bond requirement be placed on the City Council agenda for the December 16, 2014.

Thank you for your consideration in this matter. Please confirm when possible that our request will be on the December 16, 2014 City Council agenda.

In the meantime, if you have any questions or comments, please do not hesitate to contact me.

POLSINELLI

Sincerely,

Timothy C. Klink, Esq.

cc: Joe Norton, Esq.
Kim Bell, Esq.
Joshua Hole
Debra Chastain
Dave Murray
Scott Lindstrom

Second Reading Ordinances for December 16, (first read on December 9, 2014)

A. <u>Ordinance Appropriating the 2015 Budget, Ratifying the Payment of Claims Against the 2014 Budget.</u>

ORDINANCE NO. 49-902

AN ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET; PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS PROVIDED FOR THEREIN; AND APPROVING AND RATIFYING THE PAYMENT OF ALL CLAIMS AGAINST THE ACCOUNTS.

B. <u>Year-End Salary and Classification Ordinances.</u>

ORDINANCE NO. 49-903

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCES NO. 49-634.

ORDINANCE NO. 49-904

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO 49-635.

ORDINANCE NO. 49-905

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 49-632.

ORDINANCE NO. 49-906

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 49-633

C. ZON2014-00024- Request for a Zone Change from General Office and Multi-Family residential to General Commercial on Property Generally Located Southwest of Topeka and Murdock Avenue. (District VI)

ORDINANCE NO. 49-907

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

D. ZON2014-00025 and CUP2014-00032 Zone Change from SF-5 Single-family Residential and General Office to Limited Commercial and Community Unit Plan Amendment DP-7 to Create New Parcels, Add Uses and Redistribute Development Standards on Property Located Northwest of the Intersection of North 21st Street West and North Amidon Avenue. (District VI)

ORDINANCE NO. 49-908

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

E. SUB2013-00034 Plat of The Waterfront Seventh Addition located North of 13th Street North, East of Webb Road. (District II)

ORDINANCE NO. 49-909

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

F. North Industrial Corridor (NIC) Redevelopment District – Tax Increment Financing Extension Ordinance. (Districts I and VI)

ORDINANCE NO. 49-910

AN ORDINANCE AMENDING ORDINANCE No. 43-009 OF THE CITY OF WICHITA, KANSAS RELATING TO A NON-SUBSTANTIAL CHANGE TO THE COMPREHENSIVE PLAN FOR THE NORTH INDUSTRIAL CORRIDOR REDEVELOPMENT DISTRICT.

G. <u>Water and Sewer Rate Increases.</u>

ORDINANCE NO. 49-911

AN ORDINANCE AMENDING SECTION 17.12.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

ORDINANCE NO. 49-912

AN ORDINANCE AMENDING SECTION 16.14.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE SCHEDULE OF RATES FOR USERS OF THE SANITARY SEWER SYSTEM, AND REPEALING THE ORIGINAL OF SAID SECTION.

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council

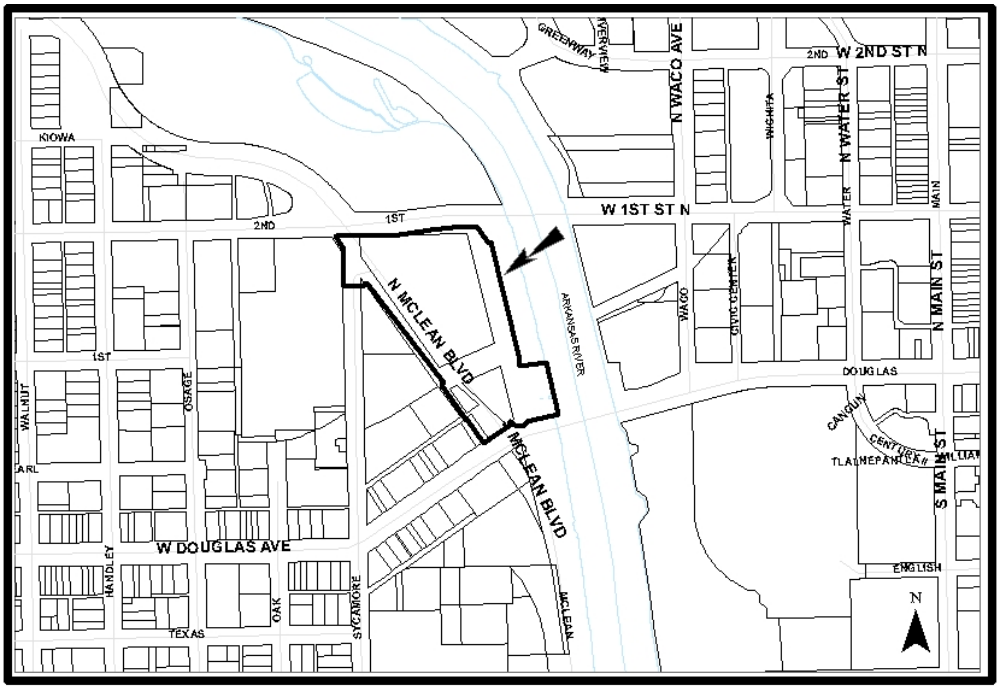
SUBJECT: SUB2013-00044 -- Plat of River Vista Village Addition located on the Northeast Corner of Douglas and MacLean (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (8-0)



Background: The site consists of three lots on 9.35 acres and is zoned Central Business District (CBD). The City of Wichita is shown in the owner's certificate as the owner of the property.

Analysis: Sewer and water services are available to serve the site.

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: There are no legal considerations associated with the plat.

Recommendations/Actions: It is recommended that the City Council approve the plat and authorize the necessary signatures for approval of the plat and the City's ownership interest.

Attachments: There are no attachments associated with the plat.

Agenda Item No. II-20

City of Wichita
City Council Meeting
December 16, 2014

TO: Mayor and City Council Members

SUBJECT: DER2014-05: City of Wichita Boundary Resolution

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Adopt the Boundary Resolution and authorize the necessary signatures.

Background: For any year in which territory is added to or excluded from the incorporated area, the City is required by State law (K.S.A. 12-517) to declare by resolution a description of the corporate boundaries of the City. During 2014, the City approved seven annexation requests. The annexations resulted in the incorporated area of the City growing by a total of 180.91 acres (0.283 square miles), resulting in an incorporated area of 163.286 square miles as of December 31, 2014.

Analysis: City Engineering staff prepared the attached Boundary Resolution containing a description of the corporate boundaries of the City, including all changes made through annexation in the past year.

Financial Consideration: There are no financial considerations.

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

Recommendations/Actions: It is recommended that the City Council adopt the Boundary Resolution and authorize the necessary signatures.

Attachment: Boundary Resolution

RESOLUTION NO. 14-373

A RESOLUTION DECLARING, ESTABLISHING AND DEFINING THE CITY LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS, AFTER ALL ANNEXATIONS OF TERRITORY AND EXCLUSIONS OF TERRITORY SINCE DECEMBER 17, 2013

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

SECTION 1: That hereafter and until altered or changed in accordance with the law, the City Limits are, and the entire boundaries of the City of Wichita, Kansas are hereby defined, established and declared to be as follows:

Beginning at the intersection of the north right-of-way line of 13th Street North and the east right-of-way line of 127th Street East; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 11, Township 27 South, Range 2 East of the 6th P.M.; thence north along said west line to the south right-of-way line originally designated for the St. Louis, Wichita, and Western Railway Company; thence east along said south right-of-way line to west line of the east half of said Southeast Quarter; thence south along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to the east line of the west half of the Southeast Quarter of Section 12, Township 27 South, Range 2 East of the 6th P.M.; thence north along said east line to the south line of the originally designated right-of-way for the St. Louis, Wichita, and Western Railway Company; thence west along said south right-of-way line to a point located 487 feet east of the west line of the Southwest Quarter of Section 12, Township 27 South, Range 2 East of the 6th P.M.; thence south along a line parallel to said west line to a point located 568.23 feet south the north line of said Quarter Section; thence west along a line parallel to said north line to the east right-of-way line of 143rd Street East; thence north along said east right-of-way line to the north line of the South Half of Section 1, Township 27 South, Range 2 East of the 6th P.M.; thence west along said north line and the north line of the South Half of Section 2, Township 27 South, Range 2 East of the 6th P.M. to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west right-of-way line of 127th Street East; thence north along said west right-of-way line to the north right-of-way line of 29th Street North; thence west along said north right-of-way line to the east right-of-way line of Greenwich Road; thence north along said east right-of-way line to a point located 350 feet north of the south line of Section 34, Township 26 South, Range 2 East of the 6th P.M.; thence west parallel to the south line of said Section 34 and the south line of Section 33, Township 26 South, Range 2 East of the 6th P.M. to a point on the west right-of-way line of Greenwich Road located 350 feet north of the south line of said Section 33; thence north along said west right-of-way line to the north line of the south half of the Southeast Quarter of

said Section 33; thence west along said north line of the south half to the east line of the West Half of said Section 33; thence north along said east line and the east line of the West Half of Section 28, Township 26 South, Range 2 East of the 6th P.M. to the south line of the Northeast Quarter of said Section 28; thence east along said south line, a distance of 283.35 feet; thence bearing N 06°02'48" E to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the east line of the West Half of Section 29, Township 26 South, Range 2 East of the 6th P.M.; thence north along the east line of said West Half and the east line of the West Half of Section 20, Township 26 South, Range 2 East of the 6th P.M. to the south right-of-way line of the Union Pacific Railroad; thence southwesterly along said south right-of-way line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the north right-of-way line of the Union Pacific Railroad; thence northeasterly along said north right-of-way line to the east line of the Southwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M.; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of Rock Road; thence south along said east right-of-way line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the west right-of-way line of Rock Road; thence south along said west right-of-way line to the northerly right-of-way line of the Missouri-Pacific Railroad; thence southwesterly along said northerly right-of-way line to a point 1465.01 feet northeast of its intersection with the west line of the east half of Section 30, Township 26 South Range 2 East of the 6th P.M.; thence north with a deflection to the right of 117°31'41", to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west line of the east half of said Section 30; thence south along said west line to the northerly right-of-way line of the Missouri-Pacific Railroad; thence southwesterly along said northerly right-of-way line to the east right-of-way line of Woodlawn Boulevard; thence south along said east right-of-way line to the south right-of-way line of 37th Street North; thence west along said south right-of-way line to the west right-of-way line of Oliver; thence north along said west right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to the south right-of-way line of K-254 Highway; thence southwesterly along said south right-of-way line to the east right-of-way line of the Union Pacific Railroad; thence southwesterly along said east right-of-way line to the west line of the east half of the Southwest Quarter of Section 23, Township 26 South, Range 1 East of the 6th P.M.; thence south along said west line to a point 275 feet north of the south line of said Southwest Quarter; thence east parallel with said south line to a point 225 feet east of the west line of the east half of said Southwest Quarter; thence south parallel to said west line to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the east right-of-way line of Hillside Avenue; thence north along said east right-of-way line to the intersection with the north line of Normandy Park Addition, Sedgwick County, Kansas; thence easterly along said

north line to the Northeast corner of said Addition; thence southerly along the east line of said Addition, 206.00 feet; thence easterly parallel with the south line of the northwest quarter of said Southwest Quarter, 520.87 feet, more or less, to a point on the northwesterly right-of-way line of Kansas Highway 254, (Condemnation Case No. B19603); thence northeasterly along said right-of-way, being a curve to the left, having a radius of 2745.51 feet, an arc length of 222.70 feet to a point on the east line of the west half of said Southwest Quarter; thence northerly along said east line and the east line of the west half of the Northwest Quarter of Section 23, Township 26 South, Range 1 East to a point 195.00 feet south of the northeast corner of the west half of said Northwest Quarter; thence west, parallel with the north line of said Northwest Quarter, a distance of 230.00 feet; thence north to a point on the south right-of-way line of 53rd Street North located 1090.82 feet east of the west line of said Section; thence west 36.82 feet along said south right-of-way line; thence south parallel with the west line of said Section to a point 330.63 feet south of the north line of said Section; thence west parallel with the north line of said Section a distance of 454 feet; thence south parallel with the west line of said Section a distance of 100 feet; thence west to a point on the east right-of-way line of Hillside Avenue, said point being located 430.63 feet south of the north line of said Section; thence north along said east right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to the east line of the Northwest Quarter of Section 22, Township 26 South, Range 1 East of the 6th P.M.; thence south along said east line and the east line of the Southwest Quarter of said Section 22 to the northeast corner of the southeast quarter of said Southwest Quarter; thence west along the north line of said southeast quarter of the Southwest Quarter to the west line of the east half of the east half said Southwest Quarter; thence south along said west line to a point 648.16 feet north of the south line of said Southwest Quarter; thence east to a point 647.7 feet north and 336 feet west of the southeast corner of said Southwest Quarter; thence south to the north right-of-way line of 45th Street North; thence west along said north right-of-way line to the east right-of-way line of Hydraulic Avenue, thence south along said east right-of-way line to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to the southerly right-of-way line of the Chisholm Creek Diversion; thence southwesterly along said southerly right-of-way line to a point 100 feet west of the east line of the Southwest Quarter of Section 28, Township 26 South, Range 1 East of the 6th P.M., said point being the west right-of-way line of St. Louis and San Francisco Railroad; thence north along said west right-of-way line to the north right-of-way line of the Chisholm Creek Diversion; thence westerly along said north right-of-way line to the east right-of-way line of Lawrence Road; thence north along said east right-of-way line to the south right-of-way line of Interstate Highway 235; thence northeasterly and easterly along said south line to a point 860.7 feet west of the east line of said Southwest Quarter; thence north to the north line of said Southwest Quarter; thence west to the east line of the southwest quarter of the Northwest Quarter of Section 28,

Township 26 South, Range 1 East of the 6th P.M.; thence north along said east line to the north line of said southwest quarter of the Northwest Quarter; thence west along said north line of said southwest quarter of the Northwest Quarter to a point 622.8 feet east of the west line of said Northwest Quarter; thence north parallel to the west line of said Northwest Quarter to the south right-of-way line of 45th Street North; thence west along said south right-of-way line to the west line of said Northwest Quarter; thence south along said west line to a point 1620.84 feet north of the south line of said Northwest Quarter; thence west parallel to the south line of the Northeast Quarter of Section 29, Township 26 South, Range 1 East of the 6th P.M. to the east line of the Wichita-Valley Center Flood Control (Condemnation Case A-41035); thence northerly and westerly along said east line to the westerly right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence northwesterly along said westerly line to the south right-of-way line of 61st Street North; thence west along said south right-of-way line to the east right-of-way line of Seneca Street; thence north along said east right-of-way line to the north right-of-way line of 61st Street North; thence west along said north right-of-way line to the east line of the west half of vacated Fairfield Street; thence southwesterly along said east line to the north line of the Northeast Quarter of Section 18, Township 26 South, Range 1 East of the 6th P.M; thence west along said north line to a point 30 feet north of the northeast corner of Lot 110, Vanview Addition; thence south parallel to the west line of said Northeast Quarter to the south right-of-way line of 61st Street North and the northeast corner of said Lot 110; thence west along said south right-of-way line to the east bank of the Little Arkansas River; thence north along said east bank to the north line of the Southeast Quarter of Section 7, Township 26 South, Range 1 East of the 6th P.M.; thence west along said north line to the east line of the Southwest Quarter of Section 7, Township 27 South, Range 1 East; thence north along said east line and the east line of the Northwest Quarter of said Section 7 to the north line of Reserve A, Rio Vista Estates Third Addition; thence westerly along said north line to the northwest corner of Reserve A, Rio Vista Estates Second Addition; thence southerly and westerly along the west line of said Reserve A to the east right-of-way line of Meridian Avenue; thence south along said east right-of-way line to a point on the most northerly northwest corner of Lot 1, Block 2 of Rio Vista Estates Second Addition and on the east right-of-way line of Meridian Avenue, said point being located 641.36 feet north of the south line of said Southwest Quarter.; thence west parallel to the south line of said Section and Section 12, Township 26 South, Range 1 West of the 6th P.M.. to a point on the west right-of-way line of Meridian Avenue, said point being located 641.36 feet north of the south line of said Section; thence north along said west right-of-way line to the centerline of the Little Arkansas River; thence northwesterly along said centerline to a point 1650.14 feet north of the south line of the Southeast Quarter of Section 12, Township 26 South, Range 1 West of the 6th P. M.; thence west parallel to the south line of said Southeast Quarter to a point 1056.05 feet, more or less, west of the east line of said Southeast Quarter; thence south along a line parallel to said east line to the north right-of-way line of

61st Street North; thence west along said north right-of-way line to a point 208.71 feet east of the west line of said Southeast Quarter; thence south to a point 208.71 feet east of the west line of the Northeast Quarter of Section 13, Township 26 South, Range 1West of the 6th P.M. on the north line of said Section; thence west along said north line to the west line of said Northeast Quarter; thence south along said west line to the north right-of-way line of 53rd Street North; thence east along said north right-of-way line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the south right-of-way line of 53rd Street North; thence west along said south right-of-way line to a point 856.8 feet west of the east line of Section 24, Township 26 South, Range 1 West of the 6th P.M.; thence south to a point 649 feet, more or less, south of the north line of said Section 24, said point located 856.8 feet west of the east line of said Section; thence east parallel to the north line of said Section to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to a point 1646 feet north of the south line of the Northeast Quarter of said Section 24; thence west along a line parallel to said north line to a point 147.5 feet west of the east line of said Section; thence south 140 feet along a line parallel to the east line of said Section; thence east along a line parallel to the north line of said section to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the north line of the south half of the Northeast Quarter, Section 24, Township 26 South, Range 1 West; thence west along said north line to a point on the east line of Moorings 10th Addition to Wichita, Sedgwick County, Kansas, said point being the southeast corner of Lot 2, Block 2 in said Moorings 10th Addition; thence north along the east line of said Addition to the northeast corner of Reserve D in said Addition, thence westerly along the north line of said Addition to the east right-of-way line of North Portwest Circle; thence northwesterly along said east right-of-way line to the southeast corner of Lot 5, Block 2, Moorings 11th Addition to Wichita, Sedgwick County, Kansas; thence north along the east line of said lot to the northeast corner of said lot and the north line of said Addition; thence west along said north line to the west line of said Addition; thence south and southeasterly along said west line to the northerly right-of-way line of Portwest Circle; thence southwesterly along said northerly right-of-way line and the westerly right-of-way line of Portwest Circle to the northwest corner of Lot 6, Block 1, Moorings 11th Addition, said corner lying on the west line of said Addition; thence southwesterly and south along said west line to the north line of the south half of the Northwest Quarter of Section 24, Township 26 south, Range 1 West of the 6th P.M.; thence west along said north line to the east line of the Wichita-Valley Center Flood Control right-of-way; thence south along said east right-of-way line to a line 650 feet north of and parallel to the south line of the north half of said Section 24; thence west along said line and said line extended to the west mean high bank of the Arkansas River; thence southeasterly along said west mean high bank to the north line of the South Half of Section 23, Township 26 South, Range 1 West of the 6th P.M; thence west along said north line and the north line of the South Half of Section 22, Township 26 South, Range 1 West of the 6th P.M, to the west line of the

Southeast Quarter of said Section; thence south along said west line and the west line of the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M. to the north right-of-way line of 45th Street North; thence southeasterly along said north right-of-way line to a point 30 east of said west line; thence south parallel to said west line to the south right-of-way line of 45th Street North; thence northwesterly along said south right-of-way line to a point 30 feet west of the east line of the Northwest Quarter of said Section 27; thence north along a line parallel to said east line to a point 30 feet south and 30 feet west of the northeast corner of said Northwest Quarter; thence west 388.45 feet parallel to the north line of said Northwest Quarter; thence south 356.25 feet parallel to said east line to a point on the west line of Lot 13, Block A, Edgewater Addition and the northeast corner of Lot 15 in said Addition; thence west along the north line of said Lot 15 to the northwest corner of Lot 16, Block A in said Addition; thence south along the west line of said Addition to a point on the east line of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, said point being located 956.63 feet north of the southeast corner of said Lot 1; thence S89°05'07"W, parallel with the westerly portion of the south line of said Lot 1, 140 feet; thence S01°10'42"E, parallel with the east line of said Lot 1, 599.35; thence S89° 05'07"W, parallel with the westerly portion of the south line of said Lot 1, 371.32 feet to the northeast corner of Reserve A in said Midland Baptist Church 2nd Addition; thence south along the east line of said Reserve A to the southeast corner of said Reserve A, said southeast corner also being a point on the north right-of-way line of K-96 Highway; thence easterly along said north right-of-way line to a point located 208 feet west of the east line of the Northeast Quarter, Section 27, Township 26 South, Range 1 West of the 6th P.M.; thence north along a line parallel to said east line to a point 450 feet north of the south line of said Northeast Quarter; thence east along a line parallel to said south line to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the north right-of-way line of K-96 Highway; thence easterly along said north right-of-way line to the west mean high bank of the Arkansas River; thence southerly along said high bank to the south line of the North Half of Section 36, Township 26 South, Range 1 West of the 6th P.M.; thence east along said south line to the west right-of-way line of Interstate Highway 235; thence southerly and southwesterly along said west right-of-way line to the north line of Section 1, Township 27 South, Range 1 West of the 6th P.M.; thence west along said north line to the east right-of-way line of West Street; thence south along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west line of the north half of the Northeast Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M.; thence south along said west line to the south line of the north half of said Northeast Quarter; thence east along said south line of said north half a distance of 647.85 feet; thence southwesterly 979.38 feet to a point on the west line of the south half of said Northeast Quarter, said point being 735.71 feet south of the north line of the said south half; thence south along the west line of said south half and the north half of the Southeast Quarter of Section 2, Township 27 South,

Range 1 West of the 6th P.M. to the south line of said north half; thence east along the south line of said north half to the west line of the Big Slough-Cowskin Creek Floodway; thence southwesterly along said west line to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the east line of the Southwest Quarter of Section 2, Township 27 South, Range 1 West of the 6th P.M.; thence north along said east line to a point 264 feet north of the south line of said Southwest Quarter; thence west parallel to said south line a distance of 165 feet; thence south parallel to the east line of said Southwest Quarter to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the east line of the west half of said Southwest Quarter; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of Hoover; thence north along said east right-of-way line to a point 2099.9 feet south of the north line of Section 2, Township 27 South, Range 1 West of the 6th P.M.; thence east along a line parallel with said north line to a point 245.7 feet east of the west line of said Section; thence north parallel to the west line of said section a distance of 531.9 feet; thence east parallel to the north line of said Section a distance of 286.2 feet; thence north parallel to the west line of said Section a distance of 245.7 feet; thence west parallel to the north line of said section to the east right-of-way line of Hoover Road; thence north along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to the west right-of-way line of Hoover Road; thence north along said west right-of-way line to a point 300 feet north of the south line of the north half of the Northeast Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M., thence west parallel to said south line to a point 871 feet west of the east line of said Northeast Quarter; thence south parallel to the east line of said Northeast Quarter to the south line of the north half of said Northeast Quarter; thence west along said south line to the east line of the northwest quarter of said Northeast Quarter; thence north along said east line to the south right-of-way line of 37th Street north; thence west along said south right-of-way line to the east line of the Northwest Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M.; thence north along said east line and said east line extended to the north right-of-way line of 37th Street North; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence north along said east right-of-way line to the south right-of-way line of K-96 Highway; thence west along said south right-of-way line to the north line of the Southeast Quarter of Section 28, Township 26 South, Range 1 West of the 6th P.M.; thence west along said north line and the north line of the Southwest Quarter of said Section 28 to the east right-of-way line of Tyler Road; thence south along said east right-of-way line to a point 855 feet north of the south line of said Southwest Quarter; thence east parallel to said south line to a point 264 feet east of the west line of said Southwest Quarter; thence south to the north right-of-way line of 37th Street North, thence west along said north right-of-way line to the east right-of-way line of Maize Road; thence north along said east right-of-way line to the north line of the south half of the Southeast Quarter of Section 30, Township 26 South, Range

1 West of the 6th P.M. as extended east; thence west along said line and said line extended to the west line of said Southeast Quarter; thence south along said west line to the south right-of-way line of 37th Street North; thence west along said south right-of-way line 419.2 feet; thence south parallel with the east line of the Northwest Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M. to a point 1039.65 feet south of the north line of said Northwest Quarter; thence east parallel to the north line of said Northwest Quarter to the east line of said Northwest Quarter; thence north along said east line to the south right-of-way line of 37th Street North; thence east along said south right-of-way line to a point 1573.47 feet west of the east line of the Northeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M.; thence south parallel with said east line 981.06 feet; thence east parallel with the north line of said Northeast Quarter 750 feet; thence north parallel with the east line of said Northeast Quarter 513.04 feet; thence west parallel to the north line of said Northeast Quarter 117.17 feet; thence north parallel to the east line of said Northeast Quarter to the south right-of-way line of 37th Street North; thence east along said south right-of-way line to the west right-of-way line of Maize Road; thence south along said west right-of-way line to a point 190 feet south of the north line of the southeast quarter of the Southeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M.; thence west parallel to said north line to the west line of the southeast quarter of said Southeast Quarter; thence north along said west line to the north line of the southwest quarter of said Southeast Quarter; thence west along said north line to the west line of said Southeast Quarter; thence north along said west line to the north line of the Southwest Quarter of said Section 31; thence west along said north line to the east right-of-way line of 119th Street West; thence south along said east right-of-way line to the south right-of-way line of 29th Street North; thence west along said south right-of-way line to a point 1368.74 feet west of the east line of the Northeast Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M.; thence southerly perpendicular to the north line of said Northeast Quarter to a point 260.00 feet south of said north line; thence easterly parallel with the north line of said Northeast Quarter, 340.00 feet; thence southerly perpendicular to the north line of said Northeast Quarter, 1340.74 feet to a point 1600.74 feet normally distant south of the north line of said Northeast Quarter; thence northeasterly, 418.36 feet to a point 1430.63 feet normally distant south of the north line of said Northeast Quarter and 600 feet normally distant west of the east line of said Northeast Quarter; thence northerly parallel with the east line of said Northeast Quarter, 250.00 feet ; thence easterly perpendicular to the east line of said Northeast Quarter, 340.00 feet; thence southerly parallel to the east line of said Northeast Quarter, 267.00 feet; thence easterly perpendicular to the east line of said Northeast Quarter, to the west right-of-way line of 119th Street West; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M.; thence west along said north line to a point 507.9 feet east of the west line of said Southeast Quarter; thence north 15 feet; thence west parallel to the north line of said Southeast Quarter to the west line of the

Northeast Quarter of said Section 1; thence south along said west line and the west line of the Southeast Quarter of said Section 1 to a point 1689.32 feet north of the south line of said Southeast Quarter; thence east 162.2 feet; thence south 199.32 feet; thence east 340 feet to a point 2101 feet west and 1490 feet north of the southeast corner of said Southeast Quarter; thence south 500 feet; thence east 30 feet; thence south to the north right-of-way line of 21st Street North; thence east along said north right-of-way line to a point 680 feet west of the east line of said Southeast Quarter; thence south to the south right-of-way line of 21st Street North; thence west along said south right-of-way line to a point 275 feet west of the northwest corner of Teal Brook Estates Addition; thence south parallel to the west line of the Northeast Quarter of Section 12, Township 27 South, Range 2 West of the 6th P.M. to a point 238 feet south of the north line of said Northeast Quarter; thence east parallel with said north line to the west line of said Addition; thence south along said west line to the north line of the south half of said Northeast Quarter; thence west along said north line to a point 190 feet east of the west line of said Northeast Quarter; thence south along a line parallel to the west line of said Northeast Quarter to the south line of said Northeast Quarter; thence west along said south line to the west line of the Southeast Quarter of Section 12, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line 655.62 feet to the center line of the Cowskin Creek; thence easterly, southerly and northerly along said center line to the intersection of said centerline with the south line of Lot 16, Autumn Ridge Second Addition to Wichita, Sedgwick County, Kansas as extended to the west; thence east along said south line extended to the southwest corner of said Lot 16; thence southerly along the west line of Autumn Ridge Second Addition and the east line of the Floodway Reserve Agreement (dedicated on Film 979, Page 1092) to the north right-of-way line of 13th Street North; thence west along said north right-of-way line to a point 429 feet west of the east line of the Southwest Quarter of Section 12, Township 27 South, Range 2 West; thence north parallel with the east line of said Southwest Quarter to a point 990 feet north of the south line of said Southwest Quarter; thence west parallel with said south line to a point 470 feet east of the west line of said Southwest Quarter; thence south parallel with said west line to a point 511.5 feet north of the south line of said Southwest Quarter; thence west parallel with said south line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to south line of Lot 1, Block 2, L.R. Jones Second Addition, Sedgwick County, Kansas; thence east along said south line to the east line of said Lot1; thence north along said east line to the north line of said Lot 1; thence west along said north line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to the south line of Lot 11, Block 1, L.R. Jones Second Addition, Sedgwick County, Kansas and said line extended to the south line of NW Main Pump Station, an Addition to Wichita, Sedgwick County, Kansas; thence east along said south line to the east line of said Addition; thence north along said east line to the north right-of-way line of 21st Street North; thence west along said north right-of-way line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to a

point 1314.73 feet north of the south line of the Southwest Quarter of Section 1, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence west parallel to said south line and the south line of the Southeast Quarter of Section 2, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas to the northeast corner of the Northwest YMCA Addition, an Addition to Sedgwick County, Kansas; thence west along the north line of said Addition to the northwest corner of said Addition; thence south and east along the west and south lines of said Addition to the south right-of-way line of 21st Street North; thence west along said south right-of-way line to a point 441.92 feet east of the west line of the Northeast Quarter of Section 11, Township 27 South, Range 2 West of the 6th P.M.; thence south parallel to said west line to a point 860 feet south of the north line of said Northeast Quarter; thence east parallel with said north line a distance of 238.40 feet; thence south parallel to the west line of said Northeast Quarter a distance of 450 feet; thence west parallel to said north line to the west line of said Northeast Quarter; thence south along said west line to the north line of the south half of Section 11; thence west along said north line to the northwest corner of Reserve 49, Blackstone Addition, Sedgwick County, Kansas, said point being on the west line of said Addition; thence south, west and southwesterly along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to the west line of the east half of the Southeast Quarter of Section 11, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line and the west line of the east half of the Northeast Quarter of Section 14, Township 27 South, Range 2 West of the 6th P.M. to the south line of said Northeast Quarter; thence east along said south line and the south line of the Northwest Quarter of Section 13, Township 27 South, Range 2 West of the 6th P.M. to the northwest corner of the Southeast Quarter of said Section 13; thence south along the west line of said Southeast Quarter to the north right-of-way line of Central; thence west along said north right-of-way line to the west line of Block 1, Rainbow Lakes Estates extended north; thence south along said west line extended to the north line of Section 24, Township 27 South, Range 2 West of the 6th P.M.; thence west along said north line and said north line extended to the west right-of-way line of 135th Street West; thence south along said west right-of-way line to the south right-of-way line of Central; thence west along said south right-of-way line to the west line of the Northeast Quarter of Section 23, Township 27 South, Range 2 West of the 6th P.M.; thence south along said west line to the northeast corner of the Southwest Quarter of said Section 23; thence west along the north line of said Southwest Quarter to the west line of the east half of said Southwest Quarter; thence south along said west line to the north right-of-way line of Maple; thence west along said north right-of-way line to a point 400 feet east of the west line of the southeast quarter of the Southeast Quarter of Section 22, Township 27 South, Range 2 West of the 6th P.M.; thence north along a line parallel to said west line to the north line of the said southeast quarter of the Southeast Quarter; thence west 400 feet along said north line to said west line; thence south along said west line to said north right-of-way line; thence west along said north right-of-way line to the west line of said Southeast Quarter;

thence south along said west line and the east line of the Northwest Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M.; thence south along said east line to the south line of the north half of said Northwest Quarter; thence west along said south line to a point 1320 feet east of the west line of said Northwest Quarter; thence north parallel to said west line 267.3 feet; thence east parallel to the south line of said Northwest Quarter to the west right-of-way line of 162nd Street West; thence north along said west right-of-way line 390.7 feet; thence west parallel to said south line to a point 1320 feet east of said west line; thence south parallel to the west line of said Northwest Quarter 328 feet; thence west parallel to the south line of said Northwest Quarter to the east right-of-way line of 167th Street West; thence south along said east right-of-way line to the north right-of-way line of U.S. Highway 54; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M.; thence north along said west line to the north line of said Southeast Quarter thence east along said north line to the east right-of-way line of Reece Road; thence south along said east line to the south right-of-way line of Moscelyn Lane; thence east and easterly along said south right-of-way line to the west right-of-way line of 151st Street West; thence south along said west right-of-way line to the north right-of-way line of Grassmere Lane; thence west along said north right-of-way line to the west line of Tapestry Meadows Third Addition, said line being 997 feet west of the east line of said Southeast Quarter; thence south along said west line and the west line of Tapestry Meadows Second Addition to the north right-of-way line of U.S. 54 Highway; thence easterly along said north right-of-way line to the east right-of-way line of 135th Street West; thence north along said east right-of-way line to the north line of the Southwest Quarter of Section 25, Township 27 South, Range 2 West of the 6th P.M; thence east along said north line to a point located 900 feet west of the Northeast Corner of said Southwest Quarter; thence southeast to a point 500 feet south of said Northeast Corner, said point being located on the east line of said Southwest Quarter; thence south along said east line to a point 1722 feet north of the south line of said Southwest Quarter; thence west parallel to said north line 250 feet; thence south parallel said east line to the north right-of-way line of U.S. 54 Highway as condemned in Case No. A-38302; thence east along said north right-of-way line to the west right-of-way line of 119th Street West; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M.; thence west along said north line to the east line of the West Half of said Section, thence north along said east line to the south right-of-way line of the A.T. & S.F. Railroad; thence westerly along the said south right-of-way to the east line of Lot 1, Centennial Sub, Sedgwick County, Kansas, said line being located 350 feet east of the west line of said Section; thence south along said east line a distance of 215 feet to the south line of said Subdivision; thence westerly along said south line to the east right-of-way line of 135th Street West; thence south along said east right-of-way line to a point 886.79 feet north of the south line of the Southwest Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M.; thence east parallel

to said south line to a point 249.20 feet east of the west line of said Section; thence south parallel to the west line of said Section a distance of 259.16 feet; thence west parallel to the south line of said section to the east right-of-way line of 135th Street West; thence south along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to a point 1111.66 feet west of the east line of the Northwest Quarter of Section 1, Township 28 South; Range 2 West of the 6th P.M.; thence S 01° 17' 03" W a distance of 885.54 feet; thence N 88° 51' 55" E a distance of 22 feet; thence S 01° 17' 03" W a distance of 1559.19 feet to the south line of said Northwest Quarter; thence east along said south line and the south line of the Northeast Quarter of said Section to a point 175.95 feet east of the southwest corner of said Northeast Quarter; thence north parallel to the east line of said Northeast Quarter to a point 2428.17 feet west and 1376.46 feet south of the northeast corner of said Northeast Quarter; thence east along a line parallel to the north line of said Northeast Quarter to a point located 613.27 feet west of the east line of said Northeast Quarter; thence S03 02'11"E, 79.17 feet; thence S29 23'22"E, 210 feet; thence S03 02'11"E, 215 feet; thence easterly to a point on the west right-of-way line of 119th Street West located 1,856.85 feet south, more or less, of the north line of said Northeast Quarter; thence north along said west right-of-way line to a point located 353.94 feet south of the north line of said Northeast Quarter; thence east parallel to said north line and said line extended east to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to the west line of the Northeast Quarter of Section 6, Township 28 South, Range 1 West of the 6th P.M.; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line and the south line of the Northwest Quarter of Section 5, Township 28 South, Range 1 West of the 6th P.M. to the west line of the East Half of said Section; thence south along said west line to the north right-of-way line of 31st Street South; thence west along said north right-of-way line to the west right-of-way line of Maize Road; thence north along said west right-of-way to a point 897.8 feet north of the south line of Section 6, Township 28 South, Range 1 West of the 6th P.M.; thence westerly to a point on the east line of the West Half of said Section, said point being 880.6 feet north of the south line said Section; thence north along said east line to the north line of the south half of the Southwest Quarter of said Section; thence west along said north line to the east right-of-way line of 119th Street West; thence south along said east right-of-way line, to a point 921.93 feet north of the south line of the Northwest Quarter of Section 7, Township 28 South, Range 1 West of the 6th P.M.; thence east at an interior angle of 91°18', to a point 366.15 feet east of the west line of said Section; thence south at an interior angle of 88°42', 238 feet; thence west, to the east right-of-way line of 119th Street West; thence south along said east right-of-way line to the south line of said Northwest Quarter; thence east along said south line, to the southeast corner of the west half of said Northwest Quarter; thence south along the west line of the east half of the Southwest Quarter of Section 7, Township 28 South, Range 1 West of the 6th

P.M., 349.65 feet; thence east, 1371.05 feet to the east line of said Southwest Quarter; thence south along said east line, to a point 1,032.73 feet south of the northeast corner of said Southwest Quarter said point being the northernmost northeast corner of Lot 1, St. Peter The Apostle Catholic Church Addition; thence west along the north line of said Addition to the northernmost northwest corner of said Addition; thence southerly and westerly along the west line of said Addition to the north right-of-way line of Peter Avenue; thence east along said north right-of-way line to the east right-of-way line of Annie Avenue and the northernmost southeast corner of said Lot 1; thence north along the east line of said Addition, 179.68 feet to the south line of said Addition; thence east along said south line, 130.04 feet to the west line of said Addition; thence south along said west line and the west line of Schulte Country Storage Addition to the southwest corner of said Addition; thence east along the south line of said Addition, to the westernmost southeast corner of said Addition and the northwest corner of Schulte Country Store Addition; thence south along the west line of said Addition to the southwest corner of said Addition; thence northerly and easterly along the south line of said Addition and the south line of Lot 1, St. Peter The Apostle Catholic Church Addition to the southernmost southeast corner of said Addition; thence north along the east line of said Addition to the south line of Lot 1, Block A, St Peter the Apostle Catholic Church 2nd Addition; thence east along said south line and the south line of Harvest Ridge Addition, to the southeast corner of Lot 30, Block C, Harvest Ridge Addition; thence south along the west line of said Addition and said line extended to the north right-of-way line of K-42 Highway; thence northeasterly along said north right-of-way line to a point 50 feet west of the east line of the Northeast Quarter, Section 9, Township 28 South, Range 1 West; thence south parallel to said east line to a line 50 feet south of and parallel to the south right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence southwesterly along said south line to a point 417.29 feet west of the east line of said Quarter Section measured along said line; thence northwesterly at right angles to said line 50 feet to the south line of said Railroad right-of-way; thence southerly and westerly along the south right-of-way line of the Atchison, Topeka and Santa Fe Railroad to the west right-of-way line of Maize Road; thence south along said west right-of-way line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the east right-of-way line of Tyler Road; thence north along said east right-of-way line to the south line of the north half of the Southwest Quarter of Section 9, Township 28 South, Range 1 West of the 6th P.M.; thence east along said south line to the east line of said Southwest Quarter; thence north along said east line to the southwest corner of the Northeast Quarter of said Section 9; thence east along the south line of said Northeast Quarter to the west right-of-way line of Ridge Road; thence north along said west right-of-way line and said line extended to the north right-of-way line of Highway K-42; thence northeasterly along said north right-of-way line to a point 210 feet west of the Center Line of Section 3, Township 28 South, Range 1 West of the 6th P.M.; thence north along a line parallel to and 210 feet west of said Center Line a distance of 328.3 feet; thence west at 90 degrees a distance of 390

feet; thence north along a line parallel to and 600 feet west of the Center Line of said Section 3 to a point 327.4 feet south and 600 feet west of the southwest corner of the northwest quarter of the Northeast Quarter of said Section 3; thence east at 90 degrees to a point on the Center Line of said Section 3; thence north to said southwest corner; thence east along the south line of the north half of the Northeast Quarter of said Section 3 to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the south right-of-way line of 31st Street South; thence west along said south right-of-way line to the west line of the J.I. Case Addition; thence south along said west line to a point 460 feet south of the north line of the Northeast Quarter of Section 10, Township 28 South, Range 1 West of the 6th P.M.; thence east 190 feet; thence south along said west line to the north line of Ecco Industrial Addition; thence west along said north line of said Addition to the west line of said Addition; thence south along said west line to the northeast corner of the Southwest Quarter of Section 10, Township 28 South, Range 1 West of the 6th P.M; thence west along the north line of said Southwest Quarter to a point 242.4 feet east of the west line of said Southwest Quarter; thence south parallel with said west line 225 feet; thence east parallel with said north line to the west right-of-way line of Summitlawn Avenue; thence south along said west right-of-way line to the north right-of-way line of 35th Street South; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence south along said east right-of-way line to the south line of the north half of said Southwest Quarter; thence east along said south line to the east line of said Southwest Quarter; thence south along said east line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the south right-of-way line of MacArthur Road; thence west along said south right-of-way line to the west line of the east half of the Northeast Quarter of said Section 15, Township 28 South, Range 1 West of the 6th P.M.; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to a point 1273.00 feet west of the east line of the Southeast Quarter of said Section 15; thence southeasterly with a deflection angle to the right of 45°00’08”, 237.00 feet; thence southeasterly with a deflection angle to the left of 12°14’30”, 533.00 feet; thence southeasterly with a deflection angle to the right of 12°58’00”, 315.00 feet; thence southeasterly with a deflection angle to the right of 22°30’00”, 595.00 feet; thence southeasterly with a deflection angle to the left of 06°01’00”, to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to the westerly right-of-way line of the Wichita-Valley Center Flood Control (Condemnation Case A-30410); thence northwesterly along said westerly line to the north line of the Southwest Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M; thence west along said north line and said line extended to a point 667.87 feet west of the east line of the Southeast Quarter of said Section 15; thence north parallel with said east line of said Section 15 a distance of 521.77

feet to the south line of Wheatland Addition, Sedgwick County, Kansas; thence east along said south line of said Addition and said south line extended to the east right-of-way line of Hoover Road; thence north along said east right-of-way line to the south right-of-way line of MacArthur Road; thence east along said south right-of-way line to the west line of MacWest Addition; thence south along said west line to the south line of said Addition; thence east along said south line to the west right-of-way line of West Street; thence north along said west right-of-way line to the north right-of-way line of MacArthur Road; thence easterly along said north right-of-way line to the east right-of-way line of West Street; thence north along said east right-of-way line to the most westerly southwest corner of Lot 1, Block A, Pretty Prairie Addition; thence east along the south line of said Lot 1 to a point 230 feet east of the west line of the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M.; thence south along the west line of said Lot 1 to the south line of said Lot 1; thence southeasterly along said south line of said Lot 1 and the south line of Lot 2, Block A, Pretty Prairie Addition to the east line said Lot 2; thence north along said east line to the south line of Rainbow Sales Addition; thence east along said south line to the east line of said Addition; thence north along said east line to a point 350 feet north of the south line of said Southwest Quarter; thence east, parallel with said south line, 180 feet; thence north parallel to the east line of said Southwest Quarter, to the northern most southeast corner of Lot 1, Trimmel Addition; thence north along the east line of said Addition and the east line of Carmichael Addition to the southerly right-of-way line of Interstate 235 Highway; thence southerly and easterly along said right-of-way line to a point 1998.2 feet east of the west line of the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M.; thence south parallel to said west line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to a point 359.34 feet west of the east line of said Southwest Quarter; thence north parallel to said east line to a point 359.34 feet west and 610.4 feet north of the southeast corner of said Southwest Quarter; thence east 194.34 feet to a point 610.4 feet north and 165 feet west of said southeast corner; thence north to a point 165 feet west of and 1326 feet north of said southeast corner, thence east to the east line of said Southwest Quarter; thence south along said east line to a point 1320.6 feet, more or less, north of the south line of the Southeast Quarter of said Section 12; thence east parallel with said south line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the north line of QuikTrip 13th Addition; thence west along said north line to the west line of said addition; thence south along said west line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way to a point 168.3 feet north of the south line of the Northeast Quarter, Section 13, Township 28 South, Range 1 West of the 6th P.M.; thence west to a point 233.8 feet west of the east line of said Section; thence south 168.3 feet to the south line of the north half of said Section 13; thence west along said south line to the southeast corner of the Northwest Quarter of said Section 13; thence north along

the east line of said Northwest Quarter to the north line of the south half of said Northwest Quarter; thence west along said north line to the east right-of-way line of West Street; thence south along said east right-of-way line to the north line of Meek First Addition; thence east along said north line to the east line of said Addition; thence south along said east line to the south line of said Addition; thence west along said south line to the east right-of-way line of West Street; thence south along said east right-of-way line to a point 754 feet north of the south line of the Southwest Quarter Section 13, Township 28 South, Range 1 West of the 6th P. M.; thence east parallel to said south line to a point 208.71 feet east of the west line of said Southwest Quarter; thence south parallel to the west line of said Southwest Quarter 135 feet; thence east parallel to the south line of said Southwest Quarter to a point 600 feet east of the west line of said Southwest Quarter; thence south parallel to said west line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 13, Township 28 South, Range 1 West of the 6th P.M.; thence north along said west line to the north line of the south half of said Southeast Quarter; thence east along said north line to the west line of the east half of said Southeast Quarter; thence south along said west line to the north right-of-way line of 47th Street South; thence east along said north right-of-way line to a point 380 feet west of the east line of said Quarter Section; thence north parallel to said east line to a point 380 feet north of the south line of said Quarter Section; thence east parallel to said south line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to the west line of the east half of the Northeast Quarter of Section 24, Township 28 South, Range 1 West; thence south along said west line to the south line of said Northeast Quarter; thence west along said south line to the east line of the west half of the west half of said Northeast Quarter; thence north along said east line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to the west line of said Northeast Quarter; thence south along said west line of said Northeast Quarter and the west line of the Southeast Quarter of said Section 24 to the south line of the north half of the Southeast Quarter; thence east along said south line and the south line of the North Half of the Southwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. to the west line of the Southeast Quarter of said Section 19; thence south along said west line and said line extended to the south right-of-way line of 55th Street South; thence west along said south right-of-way line to the west line of the east half of the northeast quarter of the Northwest Quarter of Section 30, Township 28 South, Range 1 East of the 6th P.M.; thence south along said west line to the south line of the northeast quarter of said Northwest Quarter; thence east along said south line to the west line of the Northeast Quarter of Section 30, Township 28 South, Range 1 East of the 6th P.M.; thence south along said west line to the north line of the Southeast Quarter of said Section 30; thence east along said north line to a point 400 feet west of the east line of the west half of said Southeast Quarter; thence south parallel to said east line to the north right-of-way

line of 63rd Street South; thence east along said north right-of-way line to the east right-of-way line of the Union Pacific Railroad; thence northeasterly along said east right-of-way line to the south line of the north half of Section 29, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the west line of the Southeast Quarter of said Section; thence south along said west line to the south right-of-way line of 59th Street South; thence east along said south right-of-way line to the west right-of-way line of Broadway Avenue; thence north along said west right-of-way line to the north line of said Southeast Quarter; thence east along said north line and the south line of the Northwest Quarter of Section 28, Township 28 South, Range 1 East of the 6th P.M. to the east line of said Northwest Quarter; thence north along said east line to the north line of the south half of the Northeast Quarter of Section 28, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line to the north line of the Riverside Drainage Canal; thence southeasterly and easterly along said north line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to the north line of Becker Addition, Sedgwick County, Kansas; thence west along said north line to a point 486.8 feet west of the east line of the Northeast Quarter of Section 28, Township 28 South, Range 1East, said point being the west line of Becker Addition; thence south 301.17 feet along said west line to the north line of the Southeast Quarter of said Section 28; thence west along said north line to the east right-of-way line of the Kansas Turnpike; thence southerly along said east right-of-way line to the west line of said Southeast Quarter; thence south along said west line to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to a point 660.04 feet north of the north line of the south half of the Northeast Quarter of Section 33, Township 28 South, Range 1 East of the 6th P.M; thence west along a line parallel to said north line to a point 660.04 feet west of the east line of said Northeast Quarter; thence south along a line parallel to said east line to the north line of the south half of said Northeast Quarter; thence west along said north line to the west line of said Northeast Quarter; thence south along said west line to the north right-of-way line of the Big Ditch Cowskin Floodway; thence southeasterly along said north right-of-way line to the west right-of-way line of Hydraulic Avenue; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 33, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line and said line extended to the north right-of-way line of the Big Ditch Cowskin Floodway; thence southeasterly and easterly along said north line to the south line of the Riverside Levee; thence northwesterly along said south line to the east line of the Southeast Quarter of Section 34, Township 28 South, Range 1 East; thence south along said east line to the north line of the south half of said Southeast Quarter; thence west along said north line to the east right-of-way line of Grove Street; thence north along said east right-of-way line to a point 203.32 feet south of the north line of said Southeast Quarter; thence east parallel to said north line to a point 320 east of the west line of said Southeast Quarter; thence north parallel to the west line of said

Southeast Quarter and said line extended to a point 137 feet north of the north line of said Southeast Quarter; thence west parallel to said north line to the east right-of-way line of Grove Street; thence north along said east right-of-way line to a point located 831.96 feet, more or less, south of the north line of the Northeast Quarter of said Section 34; thence southeasterly a distance of 563.09 feet more or less; thence northeasterly 144.3 feet more or less to a point on the south line of the Riverside Levee; thence northwesterly along said south line to the east right-of-way line of Grove Street; thence north along said east right-of-way line and said east right-of-way line extended to the north right-of-way line of 63rd Street South; thence east along said north right-of-way line to the west line of the eastern portion of the Riverside Levee; thence northeasterly along said west line to the east line of the Southwest Quarter of Section 27, Township 28 South, Range 1 East of the 6th P.M.; thence north along said east line to the south line of Government Lot 7, located in the Southeast Quarter of Section 27, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the right bank of the Arkansas River; thence northerly along said right bank to the south line of Mona Kay Matlock Addition extended from the west; thence west along said extended line to the westerly right-of-way line of the Riverside Levee; thence northerly along said westerly right-of-way line to the north line of the Northwest Quarter of Section 22, Township 28 South, Range 1 East of the 6th P.M.; thence east along said north line to the right bank of the Arkansas River; thence northerly along said right bank to the northerly right-of-way line of the Kansas Turnpike; thence easterly and northerly along said northerly right-of-way line to the south line of the north half of Section 11, Township 28 South, Range 1 East of the 6th P.M.; thence east along said south line to the most southerly southeast corner of Turnpike Industrial 3rd Addition to Sedgwick County, Kansas; thence north along the east line of said Addition to the south line of said Addition; thence northeasterly and east along said south line to the southwest corner of Lot 1, Block A of Bradley Addition, Sedgwick County, Kansas; thence north along the west line of said Addition to the north line of said Addition; thence east along said north line of said Addition and said line extended to the east right-of-way line of Oliver Street; thence north along said east right-of-way line to the south right-of-way line of 31st Street South; thence east along said south right-of-way line to a point 2,170.42 feet east of the northwest corner of the Northwest Quarter of Section 12, Township 28 South, Range 1 East of the 6th P.M.; thence 490.25 feet on a bearing of S 00°00’00”W; thence 253.90 feet on a bearing of S18° 46’00”W; thence 389.40 feet on a bearing of S50°29’00”W; thence 285.26 feet on a bearing of S62°51’00”W; thence 26.76 feet on a bearing of S68°07’15”W; thence 553.32 feet on a bearing of S34°39’05”E; thence 529.18 feet on a bearing of N73°30’20”E; thence 377.90 feet on a bearing of N13°25 00”E; thence 176.92 feet on a bearing of N76° 35’45”W; thence 100.00 feet on a bearing of N01°19’30”E; thence 146.51 feet on a bearing of N07°44’55”W; thence 89.02 feet on a bearing of N65°26’40”W to a point of intersection with a curve; thence northerly 421.20 feet along a curve to the left having a central angle of 19° 56’45” with a radius of 1209.92 feet, and with a great chord of 419.08 feet having a

bearing of N12°50’55”E to a point of intersection with a radial line of said curve; thence 6.59 feet on a bearing of N87°07’30”W along the radial line of said curve to a point of intersection with a curve; thence northerly 294.20 feet along a curve to the left having a central angle of 11° 20’05” with a radius of 1489.52 feet, and with a great chord of 294.10 feet having a bearing of N02°47’30”W to a point of tangency; thence 30.33 feet on a bearing of N08°27’25”W along the tangent to the preceding curve to the south right-of-way line of 31st Street South; thence east along said south right-of-way line to the east right-of-way line of George Washington Boulevard; thence northerly along said east right-of-way line to the north right-of-way line of 31st Street South; thence east along said north right-of-way line to the east line of the Southwest Quarter of Section 1, Township 28 South, Range 1 East of the 6th P.M.; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of George Washington Boulevard; thence northwesterly along said east right-of-way line to the south right-of-way line of the Kansas Turnpike; thence northeasterly along said south right-of-way line to a line 300 feet south of and parallel to the north line of the Northwest Quarter of said Section 1; thence east on said line to the east line of said Northwest Quarter; thence north along said east line and the east line of the Southwest Quarter of Section 36, Township 27 South, Range 1 East to the northerly right-of-way line of the Kansas Turnpike; thence northeasterly along said northerly right-of-way line to the south right-of-way line of Harry; thence east along said south right-of-way line to the west line of the east half of the Northeast Quarter, Section 31, Township 27 South, Range 2 East; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to the west right-of-way line of Rock Road; thence south along said west right-of-way line to a point 40 feet south of the north line of the Northeast Quarter, Section 6, Township 28 South, Range 2 East of the 6th P.M.; thence east parallel to the north line of said Northeast Quarter and the north line of the Northwest Quarter, Section 5, Township 28 South, Range 2 East of the 6th P.M., to the east right-of-way line of Rock Road; thence south along said east right-of-way line to the south line of said Northwest Quarter; thence east along said south line and said line extended to a point on the north line of the Southeast Quarter, Section 5, Township 28 South, Range 2 East, said point being 240 feet east of the northwest corner of said Southeast Quarter; thence south parallel with the west line of said Southeast Quarter, 1015.17 feet more or less to a point 310 feet north of the south line of the northwest quarter of said Southeast Quarter; thence west parallel with the south line of the northwest quarter of said Southeast Quarter 105 feet; thence south parallel with the west line of said Southeast Quarter 310 feet to a point on the south line of the northwest quarter of said Southeast Quarter; thence east along the south line of the northwest quarter of said Southeast Quarter, 578.01 feet; thence north parallel with the west line of said Southeast Quarter, 515 feet; thence northeasterly 281.42 feet more or less to a point 912 feet east of the west line of said Southeast Quarter as measured parallel with the north line of said Southeast Quarter and said point being 610.62 feet south of the north line of said Southeast Quarter as measured parallel with the

west line of said Southeast Quarter; thence north parallel with the west line of said Southeast Quarter 483.57 feet; thence east at right angles to the last described line 18 feet; thence north parallel with the west line of said Southeast Quarter 127.05 feet to a point on the north line of said Southeast Quarter; thence east along said north line and the south line of the Northeast Quarter of Section 5, Township 28 South, Range 2 East of the 6th P.M. to a point 300 feet east of the west line of the east half of said Northeast Quarter; thence north parallel to said west line a distance of 365 feet; thence west parallel to the south line of said Northeast Quarter to the west line of the east half of said Northeast Quarter; thence north along the west line of said east half a distance of 406.66 feet; thence east parallel with the south line of said Northeast Quarter a distance of 184 feet; thence north parallel to the west line of the east half of said Northeast Quarter a distance of 498.11 feet to the south line of the northeast quarter of said Northeast Quarter; thence east along said south line and the south line of the northwest quarter of the Northwest Quarter of Section 4, Township 28 South, Range 2 East of the 6th P.M. to a point 612.88 feet east of the west line of said Section 4; thence S83°53'08"E, 64.29 feet; thence S75°45'41"E, 304.16 feet; thence S81°07'31"E, 357.15 feet to a point on the east line of the northwest quarter of said Northwest Quarter; thence north to the south right-of-way line of Pawnee Avenue; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence north along said east line and the east line of the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6th P.M. to the south line of the North Half of said Section 33; thence east along said south line and the south line of the North Half of Section 34, Township 27 South, Range 2 East of the 6th P.M. to the west line of the East Half of said Section 34; thence south along said west line and the west line of the Northeast Quarter of Section 3, Township 28 South, Range 2 East of the 6th P.M to the south line of said Northeast Quarter; thence east along said south line to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to a point 1364.95 feet west of the east line of Section 2, Township 28 South, Range 2 East of the 6th P.M ; thence north parallel to said east line and the east line of Section 35, Township 27 South, Range 2 East of the 6th P.M. to the southeast corner of Reserve D, Sierra Hills 2nd Addition; thence northerly and easterly along the east line of said Addition to the northeast corner of Reserve E, said Addition; thence N79˚52'54"E, 104.00 feet; thence N84˚17'54"E, 535.00 feet; thence S00˚47'54"W, 322.00 feet; thence N85˚37'54"E, to the west right-of-way line of 143rd Street East; thence north along said west right-of-way line to the north line of the Southeast Quarter of Section 35, Township 27 South, Range 2 East of the 6th P.M.; thence west along said north line to the east line of the West Half of said Section; thence north along said east line and said line extended to the north right-of-way line of Harry Street; thence west along said north right-of-way line to a point 1,540.52 feet east of the west line of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M.; thence north along a line parallel to said west line to a point in the centerline of a creek, said point being located 105 feet north of the south

line of said Southwest Quarter; thence northerly and easterly along the centerline of the creek to a point 343.18 feet west of the east line of said Southwest Quarter; thence north parallel to said east line to the south line of the north half of said Southwest Quarter; thence east to the east line of said Southwest Quarter; thence north along said east line a distance of 627.26 feet; thence N32°21'18"W, 270.00 feet; thence N60°42'49"W, 632.00 feet; thence N28°20'44"W, 109.83 feet; thence S88°45'24"W, parallel with said north line, 134.79 feet; thence N01°14'36"W, 50.00 feet to the north line of said Southwest Quarter; thence east along said north line and north line of the Southeast Quarter of said Section 26 to a point located 1642.06 feet west of the northeast corner of said Southeast Quarter; thence south parallel to the east line of said Southeast Quarter to the north right-of-way line of Harry Street; thence west along said north right-of-way line to a point 1817 feet west of the east line of said Southeast Quarter; thence south on a line parallel to said east line and the east line of the Northeast Quarter of Section 35, Township 27 South, Range 2 East of the 6th P.M. to a point 177.02 feet south of the south line of Timber Valley Estates 3rd Addition, Sedgwick County, Kansas; thence southwesterly, 132.02 feet; thence southeasterly, 115 feet; thence southwesterly, 15 feet; thence southeasterly, 74 feet to a curve; thence southeasterly along said curve, 233.74 feet; thence easterly to an intersection with the west right-of-way line of 143rd Street East; thence north along said west right-of-way line to the south right-of-way line of Harry Street; thence east along said south right-of-way to the west line of the East Evangelical Free Church Addition, Sedgwick County, Kansas; thence south along said west line to the south line of said Addition; thence east along said south line a distance of 395 feet to the west line of Arbor Lakes Estates Addition, Sedgwick County, Kansas, said line being the west line of the northeast quarter of the Northwest Quarter of Section 36, Township 27 South, Range 2 East of the 6th P.M.; thence south along said west line a distance of 566.56 feet to the south line of the north half of said Northwest Quarter; thence east along said south line to the west line of the Northeast Quarter of said Section 36; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to the west right-of-way line of 159th Street East; thence north along said west right-of-way line to the north right-of-way line of Harry Street; thence east along said north right-of-way line to the east line of the Southeast Quarter of Section 25, Township 27 South, Range 2 East of the 6th P.M.; thence north along said east line to the north line of said Southeast Quarter; thence west on said north line to the east line of the Northwest Quarter of said Section 25; thence north on said east line to the south right-of-way line of Kellogg Drive; thence west on said south right-of-way line to the west line of the east half of said Northwest Quarter; thence south on said west line to the north line of the Southwest Quarter of said Section 25; thence west on said north line to the east right-of-way line of 143rd Street East; thence north along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence west along said south right-of-way line and the southerly right-of-way line of K-96 Highway to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the north right-of-way line of the Kansas

Turnpike; thence northeasterly along said north right-of-way line to the south line of the Northwest Quarter, Section 23, Township 27 South, Range 2 East; thence west along said south line to the east line of Meadowland Addition, Sedgwick County, Kansas; thence northwesterly and west along the east line and the north line of said Addition to the east right-of-way line of 127th Street East; thence north along said east right-of-way line 341.91 feet, more or less, to the north right-of-way line of K-96 Highway; thence westerly and northerly along said north right-of-way line and the west right-of-way line of K-96 Highway to the north right-of-way line of Central; thence west along said north right-of-way line to the east right-of-way line of 127th Street East; thence north along said east right-of-way line to the point of beginning; and in addition thereto the following tracts of land described as: Tracts of land lying in the Northeast and Southeast Quarters of Section 14, Township 28 South, Range 1 West of the 6th P.M. described as:

Broad Street Industrial Park Addition to Sedgwick County, Kansas

And Also:

All of the Southeast Quarter of Section 1, Township 27 south, Range 2 East of the 6th P.M. EXCEPT beginning at a point 660.09 feet south of the northeast corner of said Southeast Quarter; thence west 480 feet; thence north 41 feet; thence west 110 feet; thence south 41 feet; thence west 342.46 feet to the east line of Monarch Landing 2nd Addition; thence south along said east line and the east line of Monarch Landing Addition to the southeast corner of Lot 3, Block 5 of said Monarch Landing Addition; thence east to a point on the east line of said Southeast Quarter, said point being 1320.30 feet more or less south of the northeast corner of said Southeast Quarter; thence north along said east line to the point of beginning, AND EXCEPT for that part designated as 21st Street North right-of-way, AND EXCEPT for that part designated as 159th Street East right-of-way .

And Also:

A tract of land located in the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th P.M., described as: The south half of said Southwest Quarter, EXCEPT for that part designated as Webb Road right-of-way AND EXCEPT for that part designated as 45th Street North right-of-way.

And Also:

Tracts of land in Section 17 and Section 20, Township 26 South, Range 2 East of the 6th P.M., described as: Beginning at the southeast corner of the Southwest Quarter of said Section 17; thence north along the east line of said Southwest

Quarter, 430.00 feet; thence west, parallel with the south line of said Southwest Quarter, 400.00 feet; thence south, parallel with the east line of said Southwest Quarter, 430.00 feet to a point on the south line of said Southwest Quarter; thence East along the south line of said Southwest Quarter, 400.00 feet to the point of beginning TOGETHER WITH that part of 53rd Street North described as: Beginning at the northeast corner of the Northwest Quarter of said Section 20; thence west along the north line of said Northwest Quarter to a point 400 feet west of the east line of said Northwest Quarter; thence south parallel with said east line to the south right-of-way line of 53rd Street North; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence north along said east line to point of beginning.

And Also:

Tracts of land in the Northwest Quarter of Section 17, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of 61st Street North and the east right-of-way line of the St. Louis and San Francisco Railroad, thence easterly and southerly along said east right-of-way line to a line parallel to and 370.01 feet west of the east line of said Northwest Quarter; thence north parallel with said east line to said south right-of-way line; thence west along said south right-of-way line to point of beginning.

And Also:

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Tracts of land described as: The south 1000.06 feet of the west 1366.80 feet of the north half of the Southwest Quarter of Section 34, Township 26 South, Range 2 East of the 6th P.M EXCEPT for that part designated as Greenwich Road right-of-way.

And Also:

The east half of the west half of the Northwest Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M.; EXCEPT for the east 458 feet of the north 452 feet of said east half; AND EXCEPT for that part designated as K-96 right-of-way; AND EXCEPT for that part designated as 45th Street North right-of-way.

And Also:

The Southwest Quarter of Section 25, Township 26 South, Range 2 West of the 6th P.M.; EXCEPT for that part beginning at the southwest corner of said Southwest Quarter; thence north along the west line of said Southwest Quarter, 530 feet; thence east parallel to the south line of said Southwest Quarter, 290.4 feet; thence south parallel to said west line, 340 feet; thence west parallel to said south line, 61.14 feet; thence south parallel to said west line, 190 feet to the south line of said Southwest Quarter; thence west along said south line to point of beginning; AND EXCEPT that part designated as 37th Street North right-of-way;

AND EXCEPT that part designated as 135th Street West right-of-way.

And Also:

A tract of land in the Northeast Quarter of Section 12, Township 27 South, Range 2 East of the 6th P.M., described as: Beginning at the intersection of the south right-of-way line of 21st Street North and the west right-of-way line of 159th Street East; thence west along said south right-of-way line to a point located 800 west of the east line of said Northeast Quarter; thence south, parallel with said east line, to a point 440.00 feet south of the north line of said Northeast Quarter; thence west, parallel with said north line a distance of 529.00 feet; thence south deflecting left 89°44'00", a distance of 2218.14 feet to the south line of said Northeast Quarter; thence east to the west right-of-way line of 159th Street East; thence north along said west right-of-line to the south right-of-way line of 21st Street North to the point of beginning

And Also:

Tracts of land in the Northwest Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., described as: Beginning at a point of the south right-of-way line of U.S. Highway 54, said point being 1016 feet west of the east line of said Northwest Quarter; thence south parallel to the west line of said Northwest Quarter to a point 559.21 feet north of the north right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence west parallel to the north line of said Northwest Quarter 300 feet; thence north parallel to the west line of said Northwest Quarter to a point 531.59 feet, more or less, south of the north line of said Northwest Quarter; thence west parallel to said north line to the east right-of-way line of 167th Street West; thence north along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence east along said south right-of-way line to point of beginning.

And Also:

Tracts of land in the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., described as: Beginning at the intersection of the south right-of-way line of U.S. Highway 54 and the east line of said Northeast Quarter; thence south along said east line 460 feet; thence west parallel to the north line of said Northeast Quarter 467 feet; thence north parallel to said east line to the south right-of-way line of U.S. Highway 54; thence easterly along said south right-of-way line to point of beginning.

And Also:

Tracts of land in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6th P.M., described as: Beginning at a point on the south right-of-way line of U.S. Highway 54, said point being 396.69 feet east of the west line of said Northwest Quarter; thence south parallel to said west line to a point 589.29 feet south of the north line of said Northwest Quarter; thence west parallel to said north line to the east right-of-way line of 151st Street West; thence south along said east right-of-way line 162.2 feet; thence east parallel with said north line to a point on the west line of United Industrial Addition, said point being 546.69 feet east of the west line of said Northwest Quarter; thence south along said west line of said Addition to the south line of said Addition; thence east along said south line and said south line extended to the east right-of-way line of United Circle; thence northerly along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence west along said south right-of-way line to the point of beginning.

And Also:

A tract of land in the Northeast Quarter of Section 17, Township 28 South, Range 1 West of the 6th P.M., described as: Eliot Second Addition, Wichita, Sedgwick County Kansas.

And Also:

Tracts of land described as: That part of the east half of the Northwest Quarter lying north of the railroad right-of-way in Section 36, Township 27 South, Range 2 West of the 6th P.M., except the portion condemned in Case A-38302 and except that portion deeded to the State of Kansas in Deed Book 1419, Page 413

And Also:

A tract of land in the Northeast Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M., described as: Beginning at the intersection of the west right-of-way line of West Street and the south line of said Northeast Quarter; thence west along said south line to the east line of the Missouri Pacific Railroad right-of-way; thence north along said east right-of-way line 642.44 feet; thence east parallel to the south line of said Northeast Quarter to the west right-of-way line of West Street; thence south along said west right-of-way line to point of beginning.

And Also:

The west 130 feet of the following described tract: Beginning at a point 180 feet west of the northeast corner of the Northwest Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence west along the north line of said Northwest Quarter, 510 feet; thence south parallel

with the east line of said Northwest Quarter, 420 feet; thence northeasterly 563.8 feet, more or less, to a point 180 feet west and 180 feet south of the northeast corner of said Northwest Quarter; thence north 180 feet to the point of beginning, EXCEPT for that part designated as 47th Street South right-of-way.

And Also:

A tract of land in the Southwest Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M. described as: Lots 1, 2, 3 and 4, Deer Creek Estates Second Addition, Sedgwick County, Kansas

And Also:

A tract of land in the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P. M., described as: Commencing at the northwest corner of said Northwest Quarter; thence S00˚E along the west line of said Northwest Quarter 1139 feet for a place of beginning; thence continuing S00˚E, 258.26 feet; thence N89˚48'30"E, 683.76 feet; thence N00˚E, 175 feet; thence N44˚09'W, 132.99 feet; thence S88˚36'W, 591.3 feet to the point of beginning, EXCEPT for that part designated as Meridian Avenue right-of-way.

And Also:

A tract of land in Section 11, Township 28 South, Range 1 East of the 6th P.M. described as: Lot 1, Block A, Dunnegan Industrial Addition, Wichita, Sedgwick County, Kansas

And Also:

Tracts of land in the Southwest Quarter of Section 26, the Southeast Quarter of Section 27, the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, all of Township 28 South, Range 1 East of the Sixth Principal Meridian, described as; All of Lots 4 and 5, Block B, TOGETHER WITH all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block C, TOGETHER WITH all of Lots 6, 7, 8, 9, 10, and 11, Block E, TOGETHER with all of Lots 1, 2, 3, 4, and 5, Block F, all in Woodvale Addition, Sedgwick County, Kansas, TOGETHER WITH that part of Lot 3 in said Block B, and that part of Lots 3, 16, and 17 in said Block C, and that part of Lots 7, 8, and 9 in said Block D, and that part of Holyoke Ave., Clifton Ave., and 62nd St. So. as dedicated in said Woodvale Addition lying south of the following described line: Commencing at the SW corner of the SW ¼ of Sec. 26, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, said SW corner also being the SW corner of said Woodvale Addition; thence northerly along the west line of said SW ¼, and along the west line of said Woodvale Addition, 742.59 feet to the intersection with the south line of Right-of-Way Agreement, (Film 215, Page 1009), and for a point of beginning; thence easterly with a deflection angle to the right of 92˚47'39", 310.00 feet; thence easterly with a deflection angle to the left of 02˚46'24", 1006.62 feet to a point on the east line of the SW ¼ of said SW ¼, and on the east line of said

Woodvale Addition, said point being 721.69 feet north of the SE corner of the SW ¼ of said SW ¼, said SE corner also being the SE corner of said Woodvale Addition, and there ending, TOGETHER with all of Myrtle Drive as dedicated in said Woodvale Addition, TOGETHER WITH all of Vassar Avenue as dedicated in said Woodvale Addition, TOGETHER WITH that part of Government Lot 1 in the NE ¼ of Sec. 34, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas and that part of Government Lot 4 in the SE ¼ of Sec. 27, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas lying northeasterly of the following described line: Commencing at the NE corner of said Government Lot 1; thence S01˚09'09"E along the east line of said Government Lot 1, 795.57 feet to the mean high bank of the Arkansas River, and for a point of beginning; thence N51˚09'09"W along said mean high bank, 200.00 feet; thence N33˚51'09"W along said mean high bank, 148.00 feet; thence N68˚04'58"W, 305.07 feet; thence N28˚53'28"W along said mean high bank, 133.00 feet; thence N41˚53'28"W along said mean high bank, 193.00 feet; thence N48˚53'28"W along said mean high bank, 413.00 feet; thence N50˚59'28"W along said mean high bank, 393.75 feet; thence N41˚22'41"W along said mean high bank, 186.35 feet; thence N32˚44'07"W along said mean high bank, 222.86 feet to a point on the south right-of-way line of Right-of-Way Agreement, (Film 215, Page 1009), and there ending, and lying south of that part of said Right-of-Way Agreement, (Film 215, Page 1009), described as follows: Commencing at the SE corner of said Government Lot 4; thence northerly along the east line of said Government Lot 4, 742.59 feet for a point of beginning; thence west with a deflection angle to the left of 89˚58'45" a distance of 1006.10 feet; thence south 15.00 feet along a deflection angle to the left of 90˚00'00"; thence west 300.00 feet along a deflection angle to the right of 90˚00'00"; thence south 25.00 feet along a deflection angle to the left of 90˚00'00" to a point, which point is 1306.10 feet west and 40.00 feet south of the point of beginning; thence west 335.00 feet, more or less, along a deflection angle to the right of 90˚00'00", to a point on the east established bank line of the Big Arkansas River, and there ending, TOGETHER with the west 20.00 feet of Right-of-Way Agreement, (Film 242, Page 464), lying in Government Lot 2 in the NW ¼ of Sec. 35, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, and TOGETHER WITH the west 20.00 feet of the south 275.93 feet of the north 335.93 feet of said Government Lot 2, EXCEPT for that part designated 63rd Street South.

And Also:

Tracts of land located in Sections 26 and 27, Township 28 South, Range 1 East of the 6th P.M. described as: The south 1082.30 feet of the northwest quarter of the Southwest Quarter of said Section 26, EXCEPT that part designated as Clifton Avenue right-of-way TOGETHER WITH the south 1082.30 feet of Government Lot 3 located in the Southeast Quarter of said Section 27.

And Also:

Tracts of land in Sections 22, 23, 26 and 27, Township 28 South, Range 1 East of the 6th P.M., described as follows: Beginning at the southeast corner of the southwest quarter of the Southwest Quarter of said Section 23; thence north along the east line of the southwest quarter of the Southwest Quarter of said Section, to a point 1314.48 feet south of the north line of the Southwest Quarter of said Section; thence west parallel to said north line, to the west right-of-way line of Clifton Street; thence north along said west right-of-way line to a point on the north line of Reserve "G", Meadowlake Beach Addition, Wichita, Segwick County, Kansas; thence S79°41'19"W along the north line of said Reserve "G" to a point 174.43 feet west of the east line of Lot 1, Pinaire Mobile Home Park to Sedgwick County, Kansas; thence N30°00'23"W, 35.00 feet; thence S59°59'37"W, 1154.85 feet to a point 225.61 feet north of the south line of said Lot 1; thence S89°59'54"W parallel with the south line of said Lot 1, 570.00 feet to a point on the west line of said Lot 1; thence S00°00'06"E, 225.61 feet to the southwest corner of said Lot 1, said point being on the north line of Government Lot 4, located in the Southeast Quarter of said Section 22; thence west along said north lot line to the east bank of the Arkansas River; thence south along said east bank to the intersection of said east bank and the centerline of a ditch, said point also being 830 feet south of the north line of Government Lot 2 in the Northeast Quarter of said Section 27; thence northeasterly along said ditch centerline to a point located 58.5 feet south of the north line of the southwest quarter of the Northwest Quarter of said Section 26 and 568 feet east of the west line of said southwest quarter of the Northwest Quarter; thence north along a line parallel to said west line to said north line; thence east along said north line to the west right-of-way line of Clifton Avenue; thence north along said west right-of-way line to the south right-of-way line of 55th Street; thence west along said south right-of-way line to the west line of the Northwest Quarter of said Section 26; thence south along said west line to a point located 200 feet south of the northwest corner of said Northwest Quarter ; thence west along a line parallel to the north line of the Northeast Quarter of said Section 27 a distance of 765 feet; thence north parallel to the east line of said Section 27 and said Section 22 a distance of 800 feet; thence east parallel to the south line of said Section 22 a distance of 490 feet; thence south parallel to the east line of said Section 22 a distance of 190 feet; thence east parallel to the south line of said Section 22 a distance of 275 feet to the west line of the Southwest Quarter of said Section 23; thence south along said west line to the south line of the southwest quarter of the Southwest Quarter of said Section 23; thence east along said south line to the southeast corner of the southwest quarter of the Southwest Quarter of said Section 23 and point of beginning

And Also:

Tracts of land in the Southeast and Southwest Quarters of Section 23, Township 28 South, Range 1 East of the 6th P.M., described as: Beginning at the intersection of the north right-of-way line of 55th Street South and the west right-of-way line of the ATS&F Railroad, thence north along said west right-of-way line to the northeast corner of said Southwest Quarter; thence west along the north line of said Southwest Quarter to the east right-of-way line of Clifton Avenue; thence south along said east right-of-way line to the north right-of-way line of 55th Street South; thence east along said north right-of-way to the point of beginning.

And Also:

A tract of land in the Northwest Quarter of Section 8, Township 28 South, Range 2 East of the 6th P.M. described as:

Reserve B, Rocky Ford Industrial Park Addition, Sedgwick County, Kansas

And Also:

A tract of land in the Northwest Quarter of Section 8, Township 28 South, Range 2 East of the 6th P.M. described as:

Reserve C and Lot 7, Block A; both in Rocky Ford Industrial Park Addition, Sedgwick County, Kansas

And Also:

Tracts of land described as the North 1145 feet of the West half of the Northwest Quarter except the East 776.19 feet and expect Chitwood Estates Fourth Addition, in Section 24, Township 28 South, Range 1 West of; AND EXCEPT for that part designated as West Street right-of-way and as 47th Street South right-of-way

AND

Beginning 706 feet West of the Northeast Corner of the West half of the Northwest quarter, thence West 70.19 feet, thence south 570 feet, thence east 70.19 feet, thence North to the beginning, in Section 24, Township 28 South, Range 1 West except for that part designated as 47th Street South right-of-way.

COLLECTIVELY Described as:

That part of the northwest quarter of the Northwest Quarter of Section 24, Township 28 South, Range 1 West lying north of 48th Street South right-of-way and west of Chitwood Estates 3rd Addition AND EXCEPT that part designated as West Street right-of-way and as 47th Street South right-of-way

And Also:

Tracts of land located in the Southwest Quarter of Section 36, Township 27

South, Range 2 East of the 6th P.M., described as commencing at the northwest corner of said Southwest Quarter; thence S89°48'32"E, along the north line of said Southwest Quarter, 40.00 feet for a place of beginning; thence continuing S89°48'32"E, along said north line, 1737.00 feet; thence S44°14'09"W, 322.00 feet; thence S11°01'16"W, 126.00 feet; thence S34°51'21"E, 155.00 feet; thence S41°53'26"W, 277.00 feet; thence N88°38'14"W, 70.00 feet; thence S40°39'47"W, 155.00 feet; thence S08°47'08"W, 287.00 feet; thence N85°43'21"W, 188.00 feet; thence S55°32'56"W, 206.00 feet; thence S06°13'33"W, 202.00 feet; thence S48°02'58"E, 120.00 feet; thence S39°58'11"W, 214.00 feet; thence S75°03'46"W, 358.00 feet; thence S42°11'12"W, 110.00 feet; thence N31°34'45"W, 110.00 feet; thence N70°03'54"W, 174.00 feet; thence N48°08'50"W, 143.00 feet to a point 40.00 feet East of the west line of said Southwest Quarter ; thence N00°04'42"W, parallel with said west line, 1566.00 feet to the point of beginning.

And Also:

Tracts of land in Sections 23 and 24, Township 27 South, Range 2 East of the 6th P.M., described as:

Beginning at the intersection of the east line of said Section 24 and the south right-of-way line of Central; thence south along said east line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east line of the Southwest Quarter of said Section 24; thence north to the north line of said Southwest Quarter; thence west along said north line to the east line of the west half of said Southwest Quarter; thence south to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east right-of-way line of K-96 Highway; thence northerly and easterly along said east right-of-way line and the southeast right-of-way line of the K-96 Highway/Kansas Turnpike interchange to the east right-of-way line of 143rd Street East; thence south along said east right-of-way line to a point 1275.27 feet north of the south line of the Northwest Quarter of said Section 24, said point being the westernmost northwest corner of Lot 2, Block A, Clark Estates Addition; thence S89°49'00"E, 29.23 feet; thence northerly 412.65 feet along the west line of said Lot 2 to the north line of said Addition; thence east along said north line 151.93 feet to the east line of said Addition; thence southerly along said east line to the southeast corner of Lot 1, Block A of said Addition and the north line of Shadybrook Meadow Addition; thence easterly 67.59 feet along said north line to the westernmost corner of Lot 3, Block A, of The Estates at Shadybrook; thence northerly and easterly along the west line of said Lot 3 and of Lots 4 and 5, Block A in said Addition to the northwest corner of said Lot 5; thence easterly 67.44 feet along the north line of said Lot 5 to the southwest corner of Lot 5, Block 1, Scottsdale at Shadybrook Farm Addition; thence northeasterly along the west line of said Addition to the south right-of-way line of the Kansas Turnpike Authority; thence northeasterly along said south right-of-way line to the south right-of-way

line of Central Avenue; thence east along said south right-of-way line to the point of beginning.

And Also:

Tracts of land in the Southeast Quarter of Section 13, Township 27 South, Range 2 East of the 6th P.M., described as: Beginning at the intersection of the north right-of-way line of Central Avenue and the west line of said Southeast Quarter; thence north along said west line to the south right-of-way line of the Kansas Turnpike Authority; thence northeasterly along said south right-of-way line to the west right-of-way line of 159th Street East; thence south along said west right-of-way line to the north right-of-way line of Central Avenue; thence west along said north right-of-way line to point of beginning.

And Also:

Tracts of land in Section 26, Township 29 South, Range 4 West of the 6th P. M., Sedgwick County, Kansas described as: All of said Section EXCEPT the east 1396 feet of the south 537 feet AND EXCEPT for that part designated as perimeter road rights-of-way.

SECTION 2. That the following blocks, parcels, pieces and tracts of land be and they are hereby excluded from the corporate limits of the City of Wichita, even though completely surrounded by the territory of the City of Wichita, and nothing herein shall otherwise be construed as incorporating or including such blocks, parcels, pieces and tracts of land within the City limits, such lands being described as follows:

(a) Beginning at the intersection of the north line of Kellogg Street right-of-way and the Center Line of Woodlawn Boulevard; thence north along said Center Line to the Center Line of Douglas Avenue; thence west along said Center Line to the west line of Woodlawn Heights Addition; thence north along said west line a distance of 655 feet; thence east 377 feet; thence north 655 feet more or less, to the north line of the south half of the Northeast Quarter of Section 24, Township 27 South, Range 1 East of the 6th P.M.; thence east along said north line and the south line of Cresthill Manor Addition to the east line of the west half of Section 19, Township 27 South, Range 2 East of the 6th P.M.; thence south along said east line to the south line of Block U, Eastborough 3rd Addition; thence west to the east line of Block DZ, in said Addition, extended from the south; thence south along said east line and the east line of Block EZ, in said Addition, to the north right-of-way line of Kellogg Street; thence west along said north right-of-way line to the point of beginning.

(b) Tracts of land in Section 28, Township 27 South, Range 2 East of the 6th P.M.

described as: Beginning at a point on the west right-of-way line of Greenwich Road, said point being 270 feet north of the south line of the Northeast Quarter of said Section 28; thence south along said west right-of-way line to the north line of the south half of the north half of the southeast quarter of the Southeast Quarter of said Section; thence west parallel to said south line to the west line of the southeast quarter of said Southeast Quarter; thence north along said west line to the north line of the southwest quarter of said Southeast Quarter; thence west along said north line to the west line of said Southeast Quarter; thence north along said west line to the south line of the Northeast Quarter of said Section 28; thence east along said south line to a point 1948 feet west of the east line of said Northeast Quarter; thence north parallel to said east line 270 feet; thence east parallel to the south line of said Northeast Quarter to point of beginning.

(c) A tract of land in the Southwest Quarter of Section 27, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of Greenwich Road and the north right-of-way line of Harry Street; thence north along said east right-of-way line to the north line of the south half of said Southwest Quarter; thence east along said north line to the east line of said Southwest Quarter; thence south along said east line to the north right-of-way line of Harry Street; thence west along said north right-of-way line to the point of beginning.

(d) A tract of land located in the Southeast Quarter of Section 28, Township 27 South, Range 2 East of the 6th P.M. described as: The southeast quarter of the southeast quarter of said Southeast Quarter of Section 28, EXCEPT for the east 600 feet of the south 600 feet thereof, AND EXCEPT that part designated as Harry Street right-of-way, AND EXCEPT that part designated as Greenwich Road right-of-way.

(e) A tract of land located in the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6th P.M., described as: Lot 1, Block 1 Sedgwick County East Yard Addition, Sedgwick County, Kansas.

(f) The south half of the northeast quarter of the Southeast Quarter of Section 34, Township 27 South, Range 2 East of the 6th P.M., EXCEPT that part designated as 127th Street East right-of-way.

(g) Beginning at the south right-of-way line of Douglas and the west right-of-way line of 127th Street East; thence south along said west right-of-way line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to a point 726 feet east of the west line of the Southeast Quarter of Section 22, Township 27 South, Range 2 East of the 6th P.M.; thence north parallel to said west line to a point 1320 feet north of the south line of said Southeast Quarter; thence west parallel to said south line to the west line of said Southeast Quarter; thence north along said west line to the south right-of-way line

of Douglas; thence east along said south right-of-way line to the point of beginning.

(h) A tract of land in Sections 9, 16 and 21, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of 13th Street North, and the east right-of-way line of Webb Road.; thence east along said south right-of-way line to a point 272.31 feet east of the west line of the Northeast Quarter of said Section 16; thence north parallel to said west line to the south line of the Southeast Quarter of said Section 9; thence east along said south line to the west line of the east half of said Southeast Quarter; thence north along said west line to the north right-of-way line of 13th Street North; thence east along said north right-of-way line to a point 585 more or less feet west of the east line of said Southeast Quarter; thence south parallel to said east line and said line extended to the south right-of-way line of 13th Street North; thence west along said south right-of-way line to a point 642.45 feet west of the east line of the Northeast Quarter of said Section 16, said point also being the northwest corner of Lot 1, Block 1, Kiser West Addition; thence south along the west line of said Lot 1 to the southwest corner of said Lot 1; thence S00°32'23”E, 279.88 feet; thence N88°56'33”E, 337.33 feet to the west line of said Addition; thence south along said west line to the southeast corner of Lot 9, Block 1 of said Addition; thence east along the south line of said Lot 9 to the west right-of-way line of Greenwich Road; thence south along said west right-of-way line to a point 663.23 feet north of the south line of the Southeast Quarter of said Section 16; thence west parallel to said south line to a point 485 feet west of the east line of said Southeast Quarter; thence south parallel to said east line and said east line extended to the south right-of-way line of Central Avenue; thence east along said south right-of-way line to the west right-of-way line of Greenwich Road; thence south along said west right-of-way line to the north line of the southeast quarter of the Southeast Quarter of said Section 21; thence west along said north line to the west line of the southeast quarter of said Southeast Quarter; thence south along said west line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to a point 1,162.44 feet east of the west line of the Southwest Quarter of said Section 21 and 63.7 feet north of the south line of said Section 21; thence N00°28’31”W, 670.57 feet; thence S89°07’07”W, 876.06 feet; thence N00°48’14”W, 96.07 feet; thence on a curve to the left having a radius of 163.00 feet, a chord bearing of N37°44’41”W, a chord length of 195.92 feet, and an arc length of 210.18 feet; thence on a curve to the right having a radius of 97.00 feet, a chord bearing N66°13’46”W, a chord length of 28.53 feet, and an arc length of 28.63 feet; thence on a curve to the left having a radius of 53.00 feet, a chord bearing of N74°19’38”W, a chord length of 30.20 feet, and an arc length of 30.63 feet; thence S89°07’07”W, 33.71 feet; thence on a curve to the right having a radius of 37 feet, a chord bearing of N75°45’58”W, a chord length of 19.30 feet, and an arc length of 19.52 feet to the east right-of-way line of Webb Road; thence north along said east right-of-way line to the south right-of-way line of Central Avenue; thence easterly along said south right-of-way line to the east

right-of-way line of Elder, thence north along said east line to the center line of Chamberlin; thence west along said center line to the east line of Lot 45, Block 2, Lynch Addition to Travel Air City extended; thence north along said east line and the east lines of Lot 57 and 58, Block 2 of said Addition to the north line of said Lot 58; thence west along said north line to the east right-of-way line of Beech Road; thence north along said east right-of-way line to a point 91 feet south of the north line of the Southwest Quarter of said Section 16; thence west to the east line of the East Side Development Addition; thence north along said east line to the north line of said Addition; thence west along said north line to the east right-of-way line of Webb Road; thence north along said east right-of-way line to point of beginning.

(i) A tract of land in Sections 9, 10, and 15, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at the southwest corner of the northeast quarter of the Southeast Quarter of said Section 9; thence north along the west line of the northeast quarter of said Southeast Quarter to a point located 423.11 feet south of the north line of said Southeast Quarter; thence east parallel to said north line to the west right-of-way line of Greenwich Road; thence north along said west right-of-way line to the south line of the Northeast Quarter of said Section 9; thence east along said south line and the south line of the Northwest Quarter of said Section 10 to the east right-of-way line of Greenwich Road; thence north along said east right-of-way line to a point 75 feet north of the south line of the Northwest Quarter of said Section 10; thence bearing N89°13’54”E, parallel with the south line of said Quarter Section, to a point 590 feet east of the west line of said Quarter Section; thence bearing N00°45’57”W, a distance of 330.00 feet; thence bearing S89°13’54”W, a distance of 135.00 feet; thence bearing N00°45’57”W, parallel with the west line of said Quarter section, a distance of 545.00 feet; thence bearing N89°13’54”E, a distance of 350.00 feet; thence bearing N00°45’57”W, a distance of 150.00 feet; thence bearing N51°40’13”W, a distance of 251.26 feet; thence bearing N00°45’57”W, a distance of 87.55 feet to a point 610.00 feet east of the west line of said Northwest Quarter thence east to a point 998 feet east of the west line of said Northwest Quarter; thence south parallel to said west line, 610 feet; thence east parallel to said north line of said Section 10, to the west right-of-way line of K-96 Highway; thence north along said west right-of-way to the southeast corner of Reserve C on Cross Pointe, 2nd Addition, Sedgwick County; thence east parallel to the north line of said Section 10, to the west line of the east half of said Section 10; thence south along said west line and the west line of the Northeast Quarter of said Section 15 to the westerly right-of-way line of K-96 Highway; thence northerly along said westerly right-of-way line to the south line of the Burlington Northern Railroad right-of-way; thence west along said south right-of-way line a distance of 894.72 feet; thence south to a point 755.95 feet north and 1320 feet east of the southwest corner of the Southwest Quarter of said Section 10, said point being located on the north line of Dillon 12th Addition to Sedgwick County, Kansas; thence west along said north line and said north line extended to the west right-of-way line of

Greenwich Road; thence north along said west right-of-way line to the south line of the northeast quarter of the Southeast Quarter of said Section 9; thence west along said south line to the southwest corner of the northeast quarter of the Southeast Quarter of said Section 9, said corner being the point of beginning.

(j) The southwest quarter of the Northeast Quarter of Section 34, Township 26 South, Range 1 East of the 6th P.M., EXCEPT the south 660 feet of the east 330 feet of said southwest quarter of the Northeast Quarter.

(k) A tract of land in the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the 6th P.M. described as: That part of said Northeast Quarter lying south of South Harbor Addition and west of KPTS Addition and west of USD 259 Addition.

(l) That part of K-96 Highway right-of-way lying in the Southeast Quarter of Section 15, Township 27 South, Range 2 East of the 6th P.M. lying west of 127th Street East.

(m) A tract of land located in the Southeast Quarter of Section 34, Township 26 South, Range 1 West of the 6th P.M. described as:
Beginning at the intersection of the north right-of-way line of 29th Street North and the west line of said Southeast Quarter; thence north along said west line to the north line of the south half of said Southeast Quarter; thence east along said north line to a point 1145 feet west of the east line of said Southeast Quarter; thence south parallel to said east line to the north right-of-way line of 29th Street North; thence west along said north right-of-way line to point of beginning.

(n) A tract of land located in the North Half of Section 33, Township 26 South, Range 1 West of the 6th P.M. described as:
Beginning at the intersection of the south right-of-way line of 37th Street North and the west right-of-way line of the Kansas Southwestern Railroad; thence east along said south right-of-way line to a point 360 feet west of the east line of the west half of the Northeast Quarter of said Section 33, thence southerly perpendicular to the north line of said Northeast Quarter, to a point 95 feet south of said north line ; thence S55°55’48”E, 30.01 feet; thence east parallel with the north line of said Northeast Quarter, 79.12 feet; thence N75°26’48”E, 16.46 feet; thence east parallel with the north line of said Northeast Quarter, 22.67 feet; thence S44°12’31”E, 45.52 feet; thence southeasterly, 350.27 feet, more or less, to a point on the east line of the west half of said Northeast Quarter, said point being 440 feet south of the northeast corner of the west half of said Northeast

Quarter; thence south along said east line to the south line of the north half of said Section 33, thence west along said south line to the west right-of-way line of the Kansas Southwestern Railroad; thence northerly and westerly along said west right-of-way line to the south right-of-way line of 37th Street North and point of beginning.

(o) A tract of land located in the Northwest Quarter of Section 4, Township 27 South, Range 1 West of the 6th P.M. Kansas described as: Beginning at the intersection of the east line of said Northwest Quarter and the south right-of-way line of 29th Street North; thence south along said east line to a point 600 feet south of the north line of said Northwest Quarter; thence west 150 feet to a point 600 feet south of said north line; thence north parallel with the east line of said Northwest Quarter a distance of 450 feet; thence west 435 feet to a point 150 feet south of the north line of said Northwest Quarter; thence north parallel with the east line of said Northwest Quarter to the south right-of-way line of 29th Street North; thence east along said south right-of-way line to point of beginning.

(p) Tracts of land located in the Sections 15, 11, 3 and 10 all of Township 27 South, Range 1 West of the 6th P.M. described as:
Beginning at the intersection of the south right-of-way line of 21st Street North and the north line of the Missouri Pacific Railroad right-of-way; thence southeasterly along said north right-of-way line to the west right-of-way line of Interstate Highway 235; thence southerly and southwesterly along said west right-of-way line to the south right-of-way line of 13th Street, extended from the west; thence west along said south right-of-way line, to a point 3000.15' east of the west line of the Northwest Quarter of Section 15, Township 27 South, Range 1 West of the 6th P.M.; thence north, to the north right-of-way line of 13th Street North; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence north along said east right-of-way line to the south right-of-way line of 21st Street North; thence east along said south right-of-way line to point 1213.53 feet east of the west line of the Northeast Quarter of Section 10, Township 27 South, Range 1 West of the 6th P.M.; thence north to the north right-of-way line of 21st Street north; thence east along said north right-of-way line to the north right-of-way line of the Missouri Pacific Railroad; thence southeasterly to point of beginning.

(q) A tract of land in the Northwest Quarter of Section 29, Township 27 South, Range 1 West of the 6th P.M., described as follows: Beginning at a point on the south line of said Northwest Quarter, said point being 1665 feet west of the southeast corner of said Northwest Quarter; thence northeasterly for a distance of 173.30 feet; thence northeasterly with a deflection to the left of 00˚04' for a distance of 353.81 feet; thence northeasterly with a deflection to the left of 01˚31' for a distance of 443.94 feet; thence northeasterly with a deflection to the left of

36˚27' for a distance of 337.02 feet; thence northwesterly with a deflection to the left of 42˚41' for a distance of 114 feet, more or less, to the easternmost corner of Oatman Addition to Sedgwick County, Kansas; thence northwesterly along the east line of Oatman Addition to the northerly line of said Addition; thence northeasterly with a deflection to the right 57˚46 for a distance of 290.95 feet, thence northeasterly with a deflection to the right of 22˚44' for a distance of 462.24 feet; thence with a deflection to the left of 19˚48' to the south right-of-way line of Maple Street; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence south along said east line to the south line of said Northwest Quarter; thence west along said south line to point of beginning.

(r) Tract of land in the Southwest Quarter of Section 30, Township 27 South, Range 1 West described as:
Beginning at the northeast corner of said Section; thence south along the east line of said Southwest Quarter to the north line of Brady Addition; thence west along said north line to the west line of said Addition; thence south along said west line to a point 338 feet north of the north right-of-way line of U.S. Highway 54 as condemned in Case No. A-38302; thence west parallel with said north right-of-way line for a distance of 284 feet; thence north parallel to the east line of said Southwest Quarter to a point 514.21 feet south of the north line of said Southwest Quarter; thence east parallel to said north line 482.37 feet; thence north parallel to the east line of said Southwest Quarter 260 feet; thence west parallel to the north line of said Southwest Quarter 482.37 feet; thence north parallel to the east line of said Southwest Quarter to the north line of said Southwest Quarter; thence east along said north line to point of beginning.

(s) A tract of land in the Southeast Quarter of Section 13, Township 28 South, Range 1 West of the 6th P.M. described as:
Beginning at a point on the west right-of-way line of Meridian Avenue, said point being 731.51 feet north of the south line of said Section; thence west parallel to said south line to a point 1270.5 feet west of the east line of said Section; thence south parallel to the east line of said Section 240 feet; thence east parallel to the south line of said Section to the west right-of-way line of Meridian Avenue; thence north to point of beginning.

(t) Tracts of land in the Northeast Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M. and the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the west right-of-way line of Meridian Avenue and the south right-of-way line of 47th Street South; thence south along said west right-of-way line to the south line of said Northeast Quarter; thence east along said south line and the south line of said Northwest Quarter to the east line of the west half of said Northwest

Quarter of Section 19; thence north along said line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to point of beginning, EXCEPT that part platted as Lots 1 and 2, Block A, Edwards Estates Addition, Sedgwick County, Kansas.

(u) A tract of land in Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of West Street, said point being located on the south line of Phat An Temple Addition; thence east along said south line, to the east line of said Addition; thence north along said east line and the east line of Erin Springs Addition, to the north line of said Addition; thence west along said north line and the north line of Lucas Springs Addition, to the east right-of-way line of West Street; thence south along said east right-of-way line, to point of beginning.

(v) A tract of land in the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the east line of said Northwest Quarter and the south right-of-way line of 47th Street South; thence south along said east line to a point 835 feet north of the south line of said Northwest Quarter; thence west parallel to said south line 40 feet; thence north parallel to said east line to the south right-of-way line of 47th Street South; thence east along said south right-of-way line to beginning.

(w) A tract of land in Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of West Street, said point being located 992.15 feet south, more or less, of the north line said Southwest Quarter; thence east along a line parallel to said north line, to a point 298.71 feet east of the west line of said Southwest Quarter and the southernmost southeast corner of Trimmel Addition; thence north along the east line of said Addition, 60 feet to the south line of said Addition; thence east along said south line, 26.29 feet; thence south 504.98 feet along a line parallel to the west line of said Southwest Quarter; thence west along a line parallel to the north line of said Southwest Quarter to the east right-of-way line of West Street; thence north along said east right-of-way line, to the point of beginning.

(x) A tract of land in the Southeast Quarter of Section 3, Township 27 South, Range 2 East of the 6th P.M. described as: Beginning at a point on the west right-of-way line of 127th Street East, said point being 744.45 feet south of the north line of said Southeast Quarter; thence west parallel to said north line to a point

258.72 feet west of the east line of said Southeast Quarter; thence north parallel to the east line of said Southeast Quarter 208.72 feet; thence east parallel to the north line of said Southeast Quarter to the west right-of-way line of 127th Street East; thence south along said west right-of-way line to point of beginning.

(y) A tract of land in the Southeast Quarter of Section 31, Township 26 South, Range 1 West of the 6th P.M. described as: Beginning 802.39 feet north and 1172.96 feet west of the southeast corner of said Southeast Quarter; thence north 75 feet; thence west 85 feet; thence south 75 feet; thence east 85 feet to beginning.

(z) A tract of land in the Northwest Quarter of Section 23, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at a point on the west line of said Northwest Quarter located 890 feet south of the north line of said Section 23; thence east parallel with said north line to a point 505 feet east of the west line of said Northwest Quarter; thence N 53°52'52" E, a distance of 359.16 feet; thence N 90°00'00" E, a distance of 200.00 feet; thence S 00°08'44" E, parallel with the east line of the west half of said Northwest Quarter, a distance of 67.39 feet, more or less, to the approximate center line of a creek; thence following the approximate center line of said creek, S22°00'44"W, 47.92 feet; thence S16°02'04"W, 110.34 feet; thence S00°29'36"W, 84.54 feet; thence S09°57'36"W, 127.74 feet; thence S02°59'31"E, 145.34 feet; thence S16°06'19"W, 133.72 feet; thence S29°37'55"W, 120.21 feet; thence S54°33'50"W, 43.77 feet; thence S69°46'35"W, 53.87 feet; thence S61°36'54"W, 65.25 feet; thence S43°39'57"W, 79.48 feet; thence S30°03'00"W, 91.40 feet; thence S42°56'45"W, 87.09 feet to a point 530.00 feet east of the west line of said Northwest Quarter; thence west to a point on said west line, said point being 1760 feet, more or less, south of the north line of said Northwest Quarter; thence north along said west line to point of beginning, EXCEPT for that part designated as Hillside road right-of-way.

(aa) A tract of land in the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at the intersection of east right-of-way line of Maize Road and the south right-of-way line of 29th Street North, thence east along said south right-of-way line to the east line of said Northwest Quarter; thence south along said east line to the south line of Government Lot 3 ; thence west along said south line and said south line extended to the east right-of-way line of Maize Road; thence north along said east right-of-way line to the point of beginning.

(bb) Tracts of land in Section 7, Township 28 South, Range 1 West of the 6TH

P.M., described as: Beginning at a point on west right-of-way line of Maize Road, said point being located 777.66 feet south of the north line of said Section; thence west along a line parallel to said north line, to a point located 625 feet west of the east line of said Section; thence north parallel with said east line, 333.80 feet, more or less; thence east parallel with said north line, 256.47 feet; thence N01°35’13”E, 202.92 feet; thence east parallel with said north line to the west right-of-way line of Maize Road; thence south along said west right-of-way line to the point of beginning.

(cc) A tract of land described as that part of K-254 Highway right-of-way lying in the North Half of Section 27, Township 26 South, Range 1 East of the 6th P.M.

(dd) A tract of land in the east half of Section 27, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the west right-of-way line of Hillside Avenue and the west right-of-way line of the Union Pacific Railroad, thence south along said west right-of-way line of Hillside Avenue to the east right-of-way line of the Union Pacific Railroad; thence southwesterly along said east right-of-way line to a point 1,181.4 feet north of the south line of said Section; thence north parallel to the west line of the Southeast Quarter of said Section to the west right-of-way line of the Union Pacific Railroad; thence southwest along said west right-of-way line to a point on the t west line of said Southeast Quarter; thence north along said west line and the west line of the Northeast Quarter of said Section to the south line of the north half of said Northeast Quarter; thence easterly along said south line bearing N89˚52'48"E a distance of 2262.56 feet to a point on the west right-of-way line of the Union Pacific Railroad; thence along said west right-of-way line bearing N30˚19'25"E a distance of 339.04 feet; thence N59˚40'35"W a distance of 25 feet; thence N30˚19'25"E, to the west right-of-way line of Hillside and point of beginning.

(ee) A tract of land in the Northwest Quarter of Section 18, Township 26 South, Range 1 East of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of Meridian Avenue and the south line of the north half of said Northwest Quarter, thence east along said south line to the east line of said Northwest Quarter; thence south along said east line to the south line of said Northwest Quarter; thence west along said south line to a point 700 feet east of the west line of said Northwest Quarter; thence north parallel to said west line 130 feet; thence west parallel to said south line 200 feet; thence south parallel to said west line 130 feet to the south line of said Northwest Quarter; thence west along said south line 60 feet; thence north parallel to said west line a distance of 230

feet; thence west parallel to said south line to the east right-of-way line of Meridian; thence north along said east right-of-way line to the point of beginning

(ff) Tracts of land in the Northeast Quarter of the Section 11, Township 27 South, Range 2 West of the 6th P.M. described as: All of the northeast quarter of the Northeast Quarter of said Section EXCEPT for that part designated as 21st Street North right-of-way AND EXCEPT for that part designated as 135th Street West right-of-way.

(gg) A tract of land in the Southwest Quarter of Section 31, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at the intersection of the east right-of-way line of 119th Street West and the north line of said Southwest Quarter, thence east along said north line to a point 316 feet east of the west line of said Southwest Quarter; thence south parallel to said west line a distance of 275.7 feet; thence west parallel to said north line to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to point of beginning.

(hh) A tract of land in the Southwest Quarter of Section 31, Township 27 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the east right-of-way line of 119th Street West located 615 feet more or less south of the north line of said Southwest Quarter; thence east parallel to said north line to a point 335 feet east of the west line of said Southwest Quarter; thence south parallel to said west line a distance of 495 feet; thence west parallel to said north line to the east right-of-way line of 119th Street West; thence north along said east right-of-way line to the point of beginning.

(ii) A tract of land in the Southeast Quarter of Section 11, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the west right-of-way line of West Street, said point being located 335 feet south of the north line of said Southeast Quarter; thence west parallel with said north line to a point 500 feet west of the east line of said Southwest Quarter; thence north parallel with said east line a distance of 300 feet; thence east parallel to said north line to said west right-of-way line; thence south along said west right-of-way line to the point of beginning.

(jj) A tract of land in Section 7, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at a point on the south right-of-way line of 31st Street South located 538.07 feet east of the west line of the Northeast Quarter of said Section; thence S02°29'53"E parallel with said west line to a point 1142.10 feet, more or less, south of the north line of said Section; thence S90°00'00"W parallel with said north line, 538.07 feet to said west line; thence north along said west line to a point 990 feet south of said north line; thence west 220 feet, to a point 990 feet south of said north line; thence north, to the south right-of-way line of 31st Street South; thence east along said south right-of-way, to the point of beginning.

(kk) A tract of land in the Southeast Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M. described as: Beginning at a point located 660 feet west and 660 feet north of the southeast corner of said Southeast Quarter; thence east parallel to the south line of said Southeast Quarter to the west right-of-way line of 119th Street West; thence south and southwesterly along said west right-of-way line to the north right-of-way line of Pawnee Avenue; thence southwesterly and west along said north right-of-way line to a point 660 feet west of the east line of said Southeast Quarter; thence north parallel to said east line to point of beginning.

(ll) A tract of land in the Northeast Quarter of Section 6, Township 28 South, Range 1 West of the 6th P.M. described as: Beginning at the intersection of the south right-of-way line of Pawnee Avenue and the west right-of-way line of Maize Road, thence west along said south right-of-way line to a point 475 feet west of the east line of said Section; thence south parallel to said east line to point 943 feet south of the north line of said Section; thence east parallel to said north line to the west right-of-way line of Maize Road; thence north along said west right-of-way line to point of beginning.

(mm) A tract of land described as: The east 208 feet of the north 208 feet of the south 1308 feet of the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M., EXCEPT for that part designated as Hoover Road

right-of-way.

(nn) A tract of land in the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6th P.M. described as: The north 208 feet of the west 417.42 feet of Government Lot 1, EXCEPT for that part designated as 45th Street road right-of-way.

(oo) A tract of land in Section 5, Township 28 South, Range 2 East of the 6TH P.M., described as: Commencing at the intersection of the south line of the northeast quarter of the Northeast Quarter of said Section 5 and the west right-of-way line of Webb Road; thence north along said west right-of-way line a distance of 332 feet to the point of beginning; thence west to a point 332 feet west of the east line of said Northeast Quarter, said point being located on the east line of Lot 5, Block 3, Turtle Run 2nd Addition; thence north along the east line of said Block 3, Turtle Run 2nd Addition a distance of 112 feet; thence east to the west right-of-way line of Webb Road; thence south along said west right-of-way line to the point of beginning.

SECTION 3. That if any part or portion of this Resolution shall be held or determined to be illegal, ultra vires or void, the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this Resolution in it entirety shall be held to be ultra vires, illegal or void, then in such event, the boundaries and limits of said City shall be held to be those heretofore established by law.

ADOPTED as amended in Wichita, Kansas**, this 16th day of December, 2014.**

_____

ATTEST: Carl Brewer, Mayor

_____

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

_____

SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

City of Wichita
City Council Meeting
December 16, 2014

TO: Wichita Airport Authority

SUBJECT: Emergency Response at 1851 Airport Road
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the project budget.

Background: On October 30, 2014, an aircraft experienced a catastrophic engine failure on takeoff and crashed into the building located at 1851 Airport Road at Mid-Continent Airport. The building is owned by the Wichita Airport Authority (WAA) and is under a long term lease to FlightSafety International. There was emergency response by Airport department staff and equipment, as well as significant response from City, County, State and Federal emergency personnel. Airport department staff costs of $43,200 for non-salaried employees were attributed to the response. Two price quotes were received for the urgent demolition work required to allow emergency responders to finish their work, with H.D. Mills and Sons being selected at a cost of $39,720.

Analysis: The response costs will be claimed with the aircraft insurer; however it is necessary to authorize a project budget so that the demolition contractor can be paid. Separate and distinct from this current action, it will be necessary to address topics related to the emergency such as impact on the lease arrangement, considerations on the outstanding Airport Special Facility Revenue Bonds, restoration of the facility, and assignment of liability. However, these topics are complex and will take more time to be resolved, so the current request is only for budget authority to address the immediate expenses of the emergency response. The more involved topics will be brought back to the WAA singularly at the appropriate time.

Financial Considerations: A capital budget of $85,000 is requested. This project will be funded initially with available funds of the Airport with the intention of receiving insurance reimbursement in some amount in the future.

Legal Considerations: There are no legal considerations related to this financial action.

Recommendations/Actions: It is recommended that the WAA approve the project budget.

Attachments: None.