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REVISION:
ADDITION OF ITEM NO. XII-17A.

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. December 1, 2009

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 November 24, 2009

AWARDS AND PROCLAMATIONS

-- Service Award

Captain Darrell Haynes

I. PUBLIC AGENDA

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

1. OmPal S. Chauhan - The continuing problem of copper pipe theft.

2. Kelly Wendeln - Wind Power.

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Proposed amendments to Chapters 3.11, 3.30, and 4.16 of the Code of the City of Wichita regarding Entertainment Establishments, Drinking Establishments and Community Events.

   RECOMMENDED ACTION: Approve the second reading of the ordinance amendments.

III. NEW COUNCIL BUSINESS

1. Public Hearing and Issuance of Hospital Facilities Refunding Revenue Bonds, Via Christi Health Systems, Inc. (District VI)

   RECOMMENDED ACTION: Close the Public Hearing; place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Hospital Facilities Refunding Bonds for Via Christi Health Systems in the amount not to exceed $95,000,000 and authorize the necessary signatures; approve the form of the Bond Purchase Agreements; and authorize the Mayor to sign once the pricing process has been completed.

2. Request for Letter of Intent for Industrial Revenue Bonds, Michelle Becker, Inc. (District V)

   RECOMMENDED ACTION: Close the public hearing and take appropriate action.

3. Arena Parking Coordination Agreement. (District I)

   RECOMMENDED ACTION: Approve the Arena Parking Coordination Agreement and authorize the necessary signatures.

4. Contract Renewal: Go Wichita Convention and Visitors Bureau and Contingency Fund Use to Promote Conventions and Events by Go Wichita.

   RECOMMENDED ACTION: Approve the renewal of the 2010 Contract with Go Wichita Convention and Visitors Bureau and Go Wichita's 2010 Sponsorships request, and fund them from the 2010 adopted budget allocations within the Tourism and Convention Fund.

5. Lease of West Side Athletic Field to Friends University. (District IV)

   RECOMMENDED ACTION: Approve the lease of West Side Athletic Field to Friends University.

6. Petition to pave Victoria, between 43rd Street South and 44th Street South. (District III)

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

7. Lincoln Street Bridge and Dam Improvements. (Districts III and IV)

   RECOMMENDED ACTION: Approve the design concept that provides for replacement of the Lincoln Street Bridge and construction of a new dam downstream of the bridge, approve the revised design budget, adopt the resolution and authorize the signing of State/Federal agreements as required.

8. DER 2009-0009 Douglas Design District Streetscape Improvement Plan, December 2009. (Districts I and II)

RECOMMENDED ACTION: Adopt the resolution endorsing the design concepts and streetscape improvement concepts recommended in the Douglas Design District Streetscape Improvement Plan, December 2009.

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.

IV. NON-CONSENT PLANNING AGENDA

None

V. CONSENT PLANNING AGENDA

1. *VAC2009-00036 - Request to vacate a portion of an easement dedicated by separate instrument; generally located north of Kellogg Street/US-54, on the east side 167th Street West. (District V)

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

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

VII. CONSENT HOUSING AGENDA

1. *Disposition Plan - Vacant Residential Lots. (Districts I and V)

RECOMMENDED ACTION: Review and approve the submission of the Disposition Application to the U. S. Department of Housing and Urban Development to market 10 vacant residential lots for sale at appraised values, adopt the resolution, and authorize the necessary signatures.

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.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA (ITEMS 1 AND 2)

1. *Air Capital Terminal 3 (ACT 3) - HNTB Supplemental Agreement No. 10 - Mid-Continent Airport.

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

2. *North Air Cargo Building - Change Order No. 5 - Wichita Mid-Continent Airport.

   RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Mayor Brewer to attend the LKM Governing Body Meeting in Topeka, KS, December 10-11, 2009.

   RECOMMENDED ACTION: Approve the expenditures.

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 18A)

1. Report of Board of Bids and Contracts dated November 30, 200.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

New	2009	(Consumption off Premises)
Christopher D Myers	K Services Woodlawn,LLC	6327 East 13th Street North

Renewal	2009	(Consumption off Premises)
Don Farquhar	Rolling Hills CC Golf Club	9612 West Maple
Michael G Collins	L-C Foods Inc dba Checkers K-15	1915 East Pawnee
Michael Olderbak	Kabredlo's Inc.	11931 West Central

Renewal	2009	(Consumption on Premises)
J Larry Fugate	Pizza Hut of Southeast Kansas, Inc.*	350 South Ridge Road
Cheryl L. Gehlen	Annex Lounge**	6305 East Harry
Richard J Renollet	Wichita State University dba Rhatigan Student Center*	1845 North Fairmount^^

* General/Restaurant 50% or more gross revenue from sale of food.
** Tavern (less than 50% of gross revenues from sale of food.

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

3. Preliminary Estimates:
   a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Street paving in Casa Bella 1st and 2nd Additions, north of Pawnee, west of 127th Street East. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Deeds and Easements:
   a. Deeds and Easements. (See Attached)

RECOMMENDED ACTION: Accept documents.

6. Consideration of Street Closures/Uses.
   a. Community Events – Our Lady of Guadalupe Fiesta. (District VI)

RECOMMENDED ACTION: Approve street closure.

7. Agreements/Contracts:
   a. Easement Encroachment Agreement. (District V)
   b. Cooperative Agreement for the Wichita/Sedgwick County Law Enforcement Training Center.
   c. Drug Enforcement Administration Task Force.

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

8. Property Acquisitions:
   a. Partial Acquisition of 6200 South Madison for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)
   b. Partial Acquisition of 12022 East Harry for the Harry, Greenwich to 127th Street East Road Improvement Project. (District II)

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

9. Minutes of Advisory Boards/Commissions

   Board of Park Commissioners, October 19, 2009
   Board of Park Commissioners, November 9, 2009
   District VI Advisory Board, October 5, 2009
   Arts Council, September 10, 2009
   Public Library Board, October 20, 2009
   Historic Preservation Board, October 12, 2009

   RECOMMENDED ACTION: Receive and file.

10. Approval of Sublease, Pawnee Industrial, LLC. (District IV)

    RECOMMENDED ACTION: Approve the sublease between Pawnee Industrial, LLC and Keystone Automotive Industries.

11. Pooled Funds Investment Policy Revisions.

    RECOMMENDED ACTION: Approve and file the revised City of Wichita Pooled Funds Investment Policy.

12. Amendment to Banking Services Agreement.

    RECOMMENDED ACTION: Approve the amendment Agreement for banking services and authorize the Mayor to sign.

13. Renewal of Contract, Victim's Rights Services.

    RECOMMENDED ACTION: Approve the agreement and authorize the Mayor to sign.

14. Professional Legal Services -- Workers' Compensation.

    RECOMMENDED ACTION: Approve the Agreement with Edward D. Heath, Jr., Attorney at Law, to provide workers' compensation professional legal services, and authorize necessary signatures.

15. Contract Renewal with Sedgwick County for Housing First Funding.

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

16. Amendments to Park Board Bylaws.

    RECOMMENDED ACTION: Receive and file the amendments to the Board of Park Commissioners Bylaws.

17. Amendment of Contract for Labor Negotiation Consultant Legal Services.

    RECOMMENDED ACTION: Approve the amendment to the contract and authorize the Mayor to sign.

17a. Heartland Preparedness Center Memorandum of Agreement (District I)

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

18. Second Reading Ordinances: (First Read November 24, 2009)
    a. List of Second Reading Ordinances. (See Attached)

    RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

Agenda Item No. II-1.

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council Members

SUBJECT: Proposed amendments to Chapters 3.11, 3.30, and 4.16 of the Code of the City of Wichita regarding Entertainment Establishments, Drinking Establishments and Community Events

INITIATED BY: Police Department and Arts and Culture

AGENDA: Unfinished Business

Recommendation: Approve ordinance amendments granting an exception for billiard halls regarding closing times for drinking establishments. Approve amendments relating to hours of operation at Community Events. Approve ordinance amendments requiring buffer zones for entertainment establishments that serve cereal malt beverage or alcohol liquor and churches, schools or residential zoning. Approve ordinance amendments limiting exception for public consumption at public outdoor venues regarding when Community Events are occurring at such venues.

Background: On June 23, 2009, the City Council adopted comprehensive regulations regarding entertainment establishments, drinking establishments and revisions to the Community Event Ordinances relating to the sale and consumption of alcoholic liquor.

Staff was directed to reserve four issues for determination by the council at a later date.

These issues were:

1. Should the percentage of food sales required for a Drinking Establishment/Restaurant be increased to fifty percent?

2. Should there be an exception for drinking establishments who organize sanctioned pool tournaments from the designated 2:00 a.m. closing time?

3. Should there be a buffer zone between Entertainment Establishments that serve alcohol and churches, schools and residential areas?

4. Should the hours of operation for Community Events be extended in certain designated entertainment areas?

Subsequently, these issues were presented to the City Council at a workshop on July 21, 2009.

Analysis: As a result of the work of the workshop, the following recommendations are being made:

1. No amendments are being made to the drinking establishment licensing requirements. In order to be licensed as a drinking establishment/restaurant, the establishment must sell at least thirty percent food. The zoning provisions for restaurants will remain at fifty percent food.

2. Section 4.16.120 of the Code of the City of Wichita, relating to drinking establishments, is being amended to allow an exception to the 2:00 a.m. closing time for billiard halls for sanctioned pool tournaments.

3. Section 3.30.180 of the Code of the City of Wichita, relating to entertainment establishments, is being adopted to require a 300 feet buffer zone between entertainment establishments and churches, schools and residential areas, unless a conditional use is granted or the use is otherwise allowed by the Wichita-Sedgwick County Unified Zoning Code.

4. Section 3.11.165 of the Code of the City of Wichita, relating to Community Events, will not change. Areas that obtain community events licensing may operate until 11:00 p.m. Sunday through Thursday, and midnight on Friday and Saturday.

5. Section 4.04.045 of the Code of the City of Wichita, relating to the consumption of alcohol on public property (i.e. Old Town Square, Hyatt Hotel lawn area, etc.), is amended to require a Community Event to be occurring at certain venues to allow such consumption.

6. Provisions of Chapter 3.11 regarding community events are amended to recognize "temporary entertainment districts" where consumption of alcoholic liquor is allowed during Community Events.

Financial Consideration: None

Legal Consideration: The ordinances have been drafted by the Law Department and are approved as to form.

Goal Impact: Provide safe and secure neighborhoods by improved licensing and enforcement of City Ordinances pertaining to alcoholic liquor and cereal malt beverage licenses, Drinking Establishments and entertainment venues.

Improve quality of life by promoting Community Events.

Recommendation/Action: It is recommended that the City Council approve the second reading of the ordinance amendments.

Attachments: Delineated copy of ordinance.

082107

First Published in The Wichita Eagle on December 4, 2009

11/24/2009

ORDINANCE NO. 48-548

AN ORDINANCE AMENDING SECTIONS 3.11.020, 3.11.065, 3.11.150, 3.30.050, 3.30.070, 3.30.080, 4.04.040, 4.04.045, 4.12.195 AND 4.16.120 AND CREATING SECTIONS 3.30.180 AND 3.30.190 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ENTERTAINMENT ESTABLISHMENTS AND COMMUNITY EVENTS AND REPEALING THE ORIGINALS OF SECTIONS 3.11.020, 3.11.065, 3.11.150, 3.30.050, 3.30.080, 4.04.040, 4.04.045, 4.12.195 AND 4.16.120 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

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

SECTION 1. Section 3.11.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Definitions.** (a) *'Community event'* means:

(1) an outdoor event on City-owned property with an expected attendance of fifty (50) or more persons, organized for a particular and limited purpose and time;

(2) outdoor events on private property or which occur in City of Wichita parks with an expected attendance of two hundred fifty (250) or more people, organized for a particular and limited purpose and time.

Such events shall include, but not be limited to: fun runs, roadway foot races, fundraising walks, bikeathons, carnivals, festivals, community celebrations, shows, exhibitions, circuses and fairs. Such term shall not include events, other than fun runs or races, occurring solely on sidewalks or public rights-of-way immediately adjacent to public streets.

(b) Exceptions. The provisions of this chapter shall not apply to:

1. Community events conducted by the City of Wichita.

2. Events consisting only of a parade, whether regulated or exempted by the provisions of Section 3.13.020 of the Code of the City of Wichita.

3. Funeral processions as regulated by Chapter 3.74 of the Code of the City of Wichita.

4. Outdoor events occurring at amusement parks licensed pursuant to Chapter 3.20 of the Code of the City of Wichita.

5. Social or political protests, rallies, gatherings, assemblies, or vigils occurring on public property, which consist solely of the displaying of signs or banners, singing and the delivering of speeches.

6. Events, by a religious institution, conducted entirely on property owned or leased by a religious institution, when no extraordinary police services are required. Such institution must be organized under Internal Revenue Code 501(c)(3).

7. Outdoor events held at a members-only facility where no extraordinary police services are required.

8. Events held entirely inside the Lawrence-Dumont Stadium.

9. Farmers Markets licensed pursuant to Chapter 3.94 of the Code of the City of Wichita.

10. Auctions as regulated by Chapter 3.36 of the Code of the City of Wichita.

11. Garage or Miscellaneous sales as regulated by Chapter 3.44 of the Code of the City of Wichita.

12. Performances of Street Performers as defined and regulated by Chapter 10.36 of the Code of the City of Wichita.

13. Sporting events, contests, practices or tournaments occurring at sport complexes or playing fields where the scope of the event is limited to the sporting event for which the property is designed to be utilized.

14. Events held at a private residence or in a residential neighborhood where no admission is charged, and no extraordinary police services are required.

15. Outdoor events conducted entirely on the property of public or private schools, colleges or universities, where no extraordinary police services are required.

16. Event held entirely on the grounds of Botanica, the Wichita Gardens, CityArts, Exploration Place, Kansas Aviation Museum, Kansas

Firefighters Museum, Mid-America All Indian Center, Old Cowtown Museum, Wichita Area Treatment Education and Remediation Center (WATER), Wichita-Sedgwick County Historical Museum, Wichita Art Museum, and the Wichita Boathouse/Kansas Sports Hall of Fame.

(c) *'Community Event Coordinator'* means the Manager of Arts and Cultural Services or his or her designee.

(d) *'Community Event Promoter'* means the person who is directly responsible for organizing and/or conducting the event.

(e) *'Extraordinary police services'* means responsive police services which are in addition to and in excess of the normal police services provided to the location or off-site as a direct result of the event.

(f) *'Person'* shall mean a natural person or a legal entity such as, but not limited to an individual, firm, association, joint stock company, partnership or corporation.

(g) *'Street'* or *'highway'* means the entire width between property lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular traffic. Where the word 'highway' or the word 'street' is used in this title, it means street, avenue, boulevard, thoroughfare, trafficway, alley and any other public way for vehicular travel by whatever name unless the context clearly indicates otherwise.

(h) *'Temporary Entertainment District'* means a defined area, which includes city streets and public sidewalks, on which the City Council has authorized the sale, possession or consumption of alcoholic liquor for a specified period of

time, during a community event which has been properly licensed under this chapter."

SECTION 2. Section 3.11.065 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Regulations for Alcohol Consumption or Sale at Community Events or in Temporary Entertainment Districts.

(a) Any community event promoter, who desires to sell or allow the consumption of alcoholic liquor or cereal malt beverage at a community event, shall submit an application to the Community Event Coordinator for the sale or consumption of such alcoholic liquor or cereal malt beverages at such community event or in a temporary entertainment district.

(b) Such written application must be made on a form provided by the Community Event Coordinator. The application must be submitted to the Community Event Coordinator not less than forty –five (45) days before the date of the proposed community event or temporary entertainment district.

(c) The written application shall contain the following information:

(1) The name and address of the event promoter;

(2) The dates and times when alcoholic liquor or cereal malt beverages will be served at such event;

(3) For temporary entertainment districts, a copy of the temporary permit issued by the State of Kansas, pursuant to K.S.A. 41-2645 and the City of Wichita, pursuant to Section 4.16.170 of the Code of

the City of Wichita for the sale of alcoholic liquor at such event, or written documentation that an application is pending for such temporary permit;

(4) A copy of the caterer's license issued by the State of Kansas for any individual responsible for the sale of alcoholic liquor at such event;

(5) A detailed security plan;

(6) A plan as to how the event promoter will prevent the off-premises consumption of alcohol and the consumption of alcohol by minors;

(7) A detailed site map indicating:

(a) Entry and exit points to the event venue(s);

(b) Description of the signage, barriers or maps which will be used to designate the area in which alcoholic liquor or cereal malt beverages may be consumed;

(c) The number and exact locations of all alcoholic liquor or cereal malt beverage sale/distribution booths;

(d) The location of any licensed drinking establishments that desire to participate in the temporary entertainment district, and a designation of the area of the licensed premises of such drinking establishment(s) which have been extended into the temporary entertainment district.

(8) Whether entry to the event or temporary entertainment district is restricted to invited guests, or open to the public.

(9) The type of alcoholic liquor or cereal malt beverage to be sold or dispensed and the means or method which will be used to sell, dispense or distribute the alcohol to event attendees;

(10) The identity of the on-site supervisor of the alcoholic liquor or cereal malt beverage service;

(11) The name, address and licensee of any drinking establishment, which is adjacent to the event and which has extended its licensed premises into the temporary entertainment district if such event is occurring on the public streets and sidewalks of the City of Wichita. Only those drinking establishments listed on the community event application will be granted approval by the City Council to utilize the city streets, sidewalks or other public property for the extension of their licensed premises;

(12) The name and address of any adjacent businesses which are to be included in the event area or temporary entertainment district;

(13) A list of streets and or street rights-of-way to be closed to motor vehicle traffic for such event or temporary entertainment district and the dates and times for such street closures;

(14) If signs are to be used to designate areas were alcoholic liquor or cereal malt beverage may be consumed, a diagram showing the number, size and location of such signs.

(d) The City Council shall review written applications for temporary entertainment districts and may, by resolution, authorize the possession, sale

and/or consumption of alcoholic liquor on streets which have been closed to motor vehicle traffic and sidewalks in the designated temporary entertainment district. In determining if approval should be given, the City Council shall consider those factors set forth in Section 3.11.080 of the Code of the City of Wichita, Kansas.

(e) Approval by the City Council, pursuant to this section, shall not be required for community events held on locations exempted from the prohibitions of consuming alcohol in public, as designated by Section 4.04.045 of the Code of the City of Wichita or those events which occur on private property.

(f) Alcoholic liquor or cereal malt beverages served at a community event or in a temporary entertainment district are to be served in distinctively different containers than those in which non-alcoholic drinks are served.

(g) Alcoholic liquor or cereal malt beverages served at a community event or in a temporary entertainment district are not to be sold or served in pitchers, buckets or carafes and no person is to be served or allowed to purchase more than two alcoholic drinks at the same time.

(h) Alcoholic liquor or cereal malt beverages shall not be served, sold or consumed in glass bottles, glass containers or glass vessels at a community event or in a temporary entertainment district.

(i) If multiple alcoholic liquor or cereal malt beverage vendors or licensees are participating in a community event or temporary entertainment district, each vendor or licensee must serve their alcoholic liquor or cereal malt beverage in distinctive containers which identify such vendor or licensee.

(j) It shall be unlawful for any person, at a community event or in a temporary entertainment district, to sell, serve or allow the consumption of alcoholic liquor or cereal malt beverages to or by any individual who is not wearing a wristband or other identifying device to indicate that the individual is the legal age for consumption of alcoholic liquor or cereal malt beverage.

(k) It shall be unlawful for any person to possess or consume alcoholic liquor or cereal malt beverages at a community event or in a temporary entertainment district unless such person is wearing a wristband to indicate that such individual is the legal age for consumption of alcoholic liquor or cereal malt beverage.

(l) It shall be unlawful for any person to distribute, sell or allow the consumption of any alcoholic liquor on the streets or sidewalks within a temporary entertainment district without obtaining the approval of the City Council and any and all necessary state and local permits for the sale of such alcoholic liquor."

SECTION 3. Section 3.11.150 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Street closures.** (a) Any street closures requested by a licensee or which are necessary as part of a community event or temporary entertainment district application must be approved by the City Council prior to the issuance of the Community Event Permit by the Community Events Coordinator.

(b) The following requirements must be met before a street closure is approved:

1. The applicant must submit to the community events coordinator a written request for the street closure at least forty-five (45) days prior to the date of the proposed street closure.

2. The applicant is responsible for attempting to secure the cooperation of all property owners/residents affected by the street closing and will provide proof that all property owners/residents have been notified by attaching to the application a statement signed by all affected property owners/resident listing the name, address and telephone number of the person contacted expressing their approval or disapproval of the street closure. Failure to notify any property owners/residents may result in the denial of the application or require a change in the scheduled closing date.

3. The applicant must be the responsible party or event promoter for the event.

4. The applicant will provide a sketch of the street area indicating the area to be closed and the location of all properties adjacent to the area being closed.

5. The closure of the street affected by the event must not cause a significant hardship to pedestrian or vehicular traffic. Alternative routes must be available for public and emergency vehicles.

6. The applicant is responsible for obtaining and placing barricades for the street closure and for removing the barricades promptly after the event is concluded.

7. The applicant must, promptly after the conclusion of the event, clean the right-of-way to its condition prior to the street closure.

8. The applicant must allow city personnel, emergency vehicles and police officers to lawfully enter the area. Orders or directions given by police or fire officials in the lawful discharge of their duties must be obeyed.

(c) The licensee and any drinking establishment serving, selling or distributing alcoholic liquor on city streets or sidewalks which have been closed pursuant to this section, as a temporary entertainment district, shall meet with the community event coordinator and city staff, no less than seven (7) days prior to the event, to review security plans and procedures to be utilized by the vendors relating to the sale and consumption of alcoholic liquor."

SECTION 4. Section 3.30.050 of the Code of the City of Wichita, Kansas, pertaining to entertainment establishments, is hereby amended to read as follows:

"**License--Exceptions.** Nothing in this Chapter shall be construed to require any license for the following activities:

(a) entertainment in private residences where no admission is charged,

(b) entertainment conducted by any public or parochial school under direct faculty supervision or by any church when the dance or live entertainment is directly supervised by the church authorities;

(c) entertainment conducted for service men or women or both, under the direct supervision of United Service Organizations;

(d) entertainment officially sanctioned by or conducted in a fraternity or sorority house, occupied by bona fide students of a school or college, in which the public is not invited,

(e) dance lessons, theatrical and performing arts lessons;

(f) any entertainment conducted by the City of Wichita;

(g) assemblies, music concerts, live performances or re-enactments which are sponsored by or which occur on the property of public or parochial schools, or City of Wichita public libraries.

(h) entertainment, dances, live performances, or other events for which a community event permit has been issued by the City of Wichita.

(i) the use of a radio, juke box, television or video games, which is incidental to the primary function of serving food.

(j) licensed motion picture theaters;

(k) book readings, book signings, poetry recitations and any other similar entertainment consisting of the spoken word, including plays.

(l) entertainment consisting of ambient or incidental music provided for the guests by musicians such as a piano player, harpist, strolling violinist, mariachi band or guitarist. If there is an admission charge required to observe such entertainment, it will not be considered incidental.

(m) pool hall, billiard hall or bowling alley that does not provide space for dancing.

(n) theaters where patrons sit in parallel rows of fixed seats or dinner theaters.

(o) entertainment conducted in connection with a regularly established recreation or theme park."

SECTION 5. Section 3.30.070 of the Code of the City of Wichita, Kansas, is amended to read as follows:

"**Hours of operation.** (a) It is unlawful for any licensee, owner, manager, or responsible person of a teen club to permit or allow entertainment between the hours of midnight and noon. No person, except an employee, shall be on the licensed premises of a teen club and the premises shall be closed between the hours of 12:30 a.m. and 7:00 a.m.

(b) It shall be unlawful for any licensee, owner, manager or responsible party of an entertainment establishment to permit or allow entertainment between the hours of two a.m. and noon. No person, except an employee, shall be on the licensed premises of an entertainment establishment and the premises shall be closed between the hours of 2:30 a.m. and 7:00 a.m."

(c) For the purposes of this section, employee shall be defined as an individual who is employed by, works on or upon the licensed premises and receives financial compensation from the licensee.

SECTION 6. Section 3.30.080 of the Code of the City of Wichita, Kansas, relating to entertainment establishments is hereby amended to read as follows:

Application--Contents. (a) Before any license is granted or issued for a teen club or entertainment establishment, an application shall be filed with the City Treasurer, setting forth the following facts:

(1) The name, address, social security number, date of birth of the applicant and telephone number where the applicant can be reached between the hours of eight a.m. and five p.m.;

(2) Location of the teen club or entertainment establishment;

(3) Date for which the license is desired;

(4) Hours and days the teen club or entertainment establishment is to be open and closed;

(5) A statement as to whether or not cereal malt beverages or alcoholic liquor will be sold to patrons at the location of the entertainment establishment;

(6) A statement that the applicant is familiar with the conditions imposed by the terms of this Chapter.

(7) Maximum occupant load of the building, facility or area;

(8) A description of the nature of entertainment to be provided.

(b) In addition the applicant must furnish:

(1) The names and addresses of the owner of the premises which such establishment is located.

(2) The manager or operator and, if a corporation or partnership, all the names and addresses of the officers of such corporation or partnership and any individual who owns twenty-five or more percent of the stock of such corporation. If the license is to be held by a corporation, the resident agent and registered office of said corporation;

(3) The name, address, social security number, and date of birth of the applicant, owner, manager and other responsible person of the establishment. If a corporation, all the names, addresses, social security numbers and date of birth of the officers, managers or directors of such corporation and any individual who owns twenty-five or more percent of the stock of such corporation. If the license is to be held by a corporation, the resident agent and registered office of said corporation. If the applicant is a partnership, all the names, addresses, social security numbers, and date of birth of all partners of the partnership.

(4) A plan to insure that adequate traffic control, crowd protection and security will be maintained and that ages of patrons admitted to the establishment will be maintained;

(5) An emergency management plan, consisting of, but not limited to: fire evacuation, storm shelter provisions, patron crowd control, and emergency access for police, fire and ambulance;

(6) The name of the private security agency, if any, to be employed to provide security for the club or entertainment establishment;

(7) Detailed plans and drawing of the teen club or entertainment establishment and adjoining areas indicating the dance floor, the waiting area for persons seeking admission, the parking areas, all restrooms, coat rooms, game rooms and all other spaces accessible by patrons and all interior and exterior doors and windows, and all sources of exterior lighting.

(8) A statement as to whether the applicant has ever had any license denied, revoked or suspended by the City of Wichita or the State of Kansas or any other governmental entity, the reason therefor and the business activity or occupation of the individual subsequent to such suspension, revocation or denial.

(9) A statement that the applicant consents and agrees that any member of the Police Department or Fire Department as well as other code enforcement or health officers of the City may, at any time, enter and inspect any part of such premises.

(c) A license shall be denied if one or more of the following conditions exist:

(1) Any applicant, owner, establishment manager, officer, manager or director of a corporate applicant, any person owning more than twenty five percent or more of the stock of a corporate applicant, or any partner of a partnership applicant of the teen club or entertainment establishment has, within the preceding ten years, been convicted of or placed on diversion for a:

a. felony; or

b. for any conviction or diversion of a misdemeanor within the last three years involving:

i. laws pertaining to any controlled substance(s) prohibited by the Uniform Controlled

Substance Act, K.S.A. 65-4101, et seq. and amendments thereto;

ii. laws pertaining to alcohol or cereal malt beverage;

iii. prostitution;

iv. public indecency;

v. a sex crime or other person crime as defined by Chapter 21 of the Kansas Statutes Annotated;

vi. any crime of violence or physical force; or

vii. any weapons charge.

viii. violations of this chapter, or Sections 3.08.030 or Chapter 3.28 of the Code of the City.

(2) An applicant is less than twenty-one (21) years of age.

(3) The premises do not comply with the health, housing, fire and zoning codes of the City of Wichita.

(4) The applicant has knowingly made a false, misleading or fraudulent statement of fact to the City in the application process.

(5) The application is incomplete or if it contains any material misrepresentation;

(6) The application does not propose measures for the protection of the public health, safety and welfare in terms of traffic control, crowd protection and security, the monitoring of the ages of patrons or an emergency management plan.

(d) In order to prohibit an entertainment establishment from constituting a 'Night Club in the City', as defined by the Wichita- Sedgwick County Unified Zoning Code, conditions relating to the type of entertainment allowed at such establishment may be placed upon a license by the Office of Central Inspection.

(e) The application is filed with, and the license fee is paid to, the City Treasurer. The license will not be issued until the application has been reviewed and approved by the Chief of Police, the Office of Central Inspection and the Fire Chief."

SECTION 7. Section 3.30.180 of the Code of the City of Wichita, Kansas, is created to read as follows:

"**Distance Requirements.** An entertainment establishment license does not permit and shall not be issued to any person for the operation of an entertainment establishment if such establishment:

A. is licensed to sell alcoholic liquor or cereal malt beverage or if alcoholic liquor or cereal malt beverage will be offered, consumed or served on the premises; and

B. the location is within 300 feet of any church, public park, public or parochial school or residential zoning district.

The distance is to be measured from the nearest property line of the residential zoning district, church or public or parochial school to the nearest property line of the premises on which the establishment is located or to any parking lot designated to be used by the patrons of such establishment.

Renewal of entertainment establishment licenses, otherwise subject to this subsection, may be made for all establishments presently licensed and located within three hundred feet of any church, public park, public or parochial school, residential or zoning district, so long as the premises are used or held for use as a place in which a entertainment establishment license and one of the following licenses is held:

(1) Class A private club;

(2) Class B private club;

(3) Drinking establishment; or

(4) A license to sell cereal malt beverages for consumption on the premises; provided, however, that should such an establishment cease to be used for such purposes for a period of ninety days or more, then and in that event, no new entertainment establishment license shall be issued for the establishment. Periods of time during which such establishment is being remodeled or is being repaired because of damage caused by fire or natural disasters such as floods or wind-storms, shall not be included in computing the above ninety-day period; provided, however, that any remodeling or repair must be commenced within ninety days after closure of any given structure and completed within a period not to exceed six months. Additionally, the Special Investigations Bureau of the Wichita Police Department shall be notified within thirty days of closing of such establishment for remodeling or repair, such notice to state the date of commencement and completion of remodeling or repair.

The distance requirements in this section shall not be applicable to property which has received the appropriate zoning approval for such use, as required by the Wichita-Sedgwick County Unified Zoning Code."

SECTION 8. Section 3.30.190 of the Code of the City of Wichita, Kansas, is created to read as follows:

"Penalties. (a) Any person who violates any of the provisions of this chapter within the corporate limits of the City, shall be deemed guilty of a misdemeanor and upon conviction hereof shall be punished by the following fines:

(1) Upon a first conviction, not more than two thousand five hundred dollars;

(2) Upon a second conviction, not less than two hundred fifty dollars nor more than two thousand five hundred dollars;

(3) Upon a third conviction, not less than five hundred dollars nor more than two thousand five hundred dollars;

(4) Upon a fourth or subsequent conviction, not less than one thousand dollars nor more than two thousand five hundred dollars;

(b) The imposition of the fines established in subparagraphs (a)(2) through (4) herein shall be mandatory and the court shall not waive, remit, suspend, parole or otherwise excuse the payment thereof except that the court may order that the perform community service specified by the court but such an order shall be entered only after the court has required the defendant to file an affidavit of such defendant's financial condition as required by Section 1.04.210(e) and amendments thereto, and the court has

found from the information contained in the affidavit that the defendant is financially unable to pay the fines imposed herein.

(c) For the purposes of determining whether a conviction is a first or subsequent conviction for sentencing, conviction includes being convicted of a violation of this chapter. It is irrelevant whether an offense occurred before or after conviction for a previous offense or whether the offense occurred at or upon the same licensed premises."

SECTION 9. Section 4.04.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Consumption in public places prohibited. (a) (1) Except as otherwise provided herein, it is unlawful for any person within the corporate limits of the city to drink or consume alcoholic liquor upon the public streets, alleys, roads or highways, or inside vehicles while upon the public streets, alleys, roads or highways.

(2) Alcoholic liquor may be sold and/or consumed at a special event as part of a temporary entertainment district held on public streets, alleys, roads, sidewalks or highways, provided that such streets, alleys, roads, sidewalks or highways have been closed to motor vehicle traffic by the City Council and when a temporary permit has been issued pursuant to K.S.A. 41-2645 and amendments thereto, for such event and the consumption of such alcoholic liquor at such event has been approved by the City Council pursuant to Section 3.11.065.

(3) No alcoholic liquor may be consumed inside or on motor vehicles while on public streets, alleys, roads or highways at such special event or within a temporary entertainment district.

(4) No person shall remove any alcoholic liquor from inside the boundaries of a special event or temporary entertainment district as designated by the City Council pursuant to Section 3.11.065. The boundaries of such event or temporary entertainment district shall be clearly marked by signs, a posted map or other means which reasonably identify the area in which alcoholic liquor may be possessed or consumed at such event.

(5) No person shall possess or consume alcoholic liquor inside the premises, licensed as a special event or temporary entertainment district, that was not sold or provided by the licensee holding the temporary permit for such special event or an adjacent drinking establishment which has extended its licensed premises into and made a part of the licensed premises for such special event pursuant to K.S.A. 41-2645(e)(2) and amendments thereto.

(6) It shall be unlawful for any person to distribute, sell or allow the consumption of any alcoholic liquor on the streets or sidewalks within any special event or temporary entertainment district without obtaining the approval of the City Council and any and all necessary state and local permits for the sale or consumption of such alcoholic liquor.

(7) Each licensee selling alcoholic liquor for consumption on the premises of a special event or temporary entertainment district for which a temporary permit has been issued shall be liable for violations of all laws governing the sale and consumption of alcoholic liquor.

(b) No person shall drink or consume alcoholic liquor on private property except:

(1) On premises where the sale of liquor by the individual drink is authorized by this title and by the Club and Drinking Establishment Act of the State of Kansas pursuant to Article 26 of Chapter 41 of the Kansas Statutes Annotated;

(2) Upon private property by a person occupying such property as an owner or lessee of an owner and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of alcoholic liquor in violation of K.S.A. 41-803 and amendments takes place;

(3) In a lodging room of any hotel, motel or boarding house by the person occupying such room and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of such alcoholic liquor in violation of K.S.A. 41-803 and amendments thereto take place;

(4) In private dining room of a hotel, motel or restaurant, if the dining room is rented or made available on special occasion to an individual or organization for a private party and if no sale of alcoholic liquor in violation of K.S.A. 41-803 and amendments takes place; or

(5) On the premises of a microbrewery or farm winery, if authorized by this title and by K.S.A. 41-308a or Section 138, of House Substitute for Substitute Senate Bill 141 and amendments thereto.

(c) No person shall drink or consume alcoholic liquor on public property except:

(1) On real property leased by a city to others under the provisions of K.S.A. 12-1740 through 12-1749, and amendments thereto, if such real property is actually being used for hotel or motel purposes incidental thereto.

(2) In any state-owned or operated building or structure and on the surrounding premises, which is furnished to and occupied by any state officer or employee as residence.

(3) On premises licensed as a club or drinking establishment and located on property owned or operated by the Wichita Airport Authority.

(d) On property which has been specifically exempted by ordinance the title of which is vested in the City of Wichita.

(e) Any property located within the corporate limits of the City of Wichita that is under the control of the Kansas State Board of Regents and the

Kansas State Board of Regents has exempted said property from the provisions of K.S.A. 41-719(c) and amendments thereto and said property is not used for classroom instruction.

(f) On the premises of any Kansas national guard regional training center or armory, and any building on such premises, as authorized by rules and regulations of the adjutant general and upon approval of the Kansas military board.

(g) Violation of any provision of this section is a misdemeanor punishable by a fine of not less than fifty dollars nor more than two hundred dollars or by imprisonment for not more than six months, or both."

SECTION 10. Section 4.04.045 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Exemptions.** (a) The city, by virtue of the authority contained in K.S.A. 41-719, exempts the following properties from any prohibition against consumption of alcoholic liquor on public property contained in K.S.A. 41-719, and in Sections 4.04.040, 4.16.020 and 4.16.030 of this Code: CityArts, the education building of the Wichita Area treatment Education and Remediation (WATER) Center, Sports Hall of Fame, Lionel Alford Regional Library, Wichita-Sedgwick County Historical Museum, Century II, the Wichita Mid-Continent Airport, Colonel James Jabara Airport, Cowtown, the Wichita Art Museum, Mid-America All-Indian Center, Lawrence-Dumont Stadium, the Central Branch Wichita Public Library, the Kansas Aviation Museum (Historic Wichita Municipal Airport), Botanica -- the Wichita Gardens, the Hyatt Regency Wichita

Hotel and Conference Center, Exploration Place, the Ice Sports Center of Wichita, the Wichita Boathouse, the La Familia Senior Community Center, Inc. located at 841 W. 21st St. North.

(b) The city, by virtue of the authority contained in K.S.A. 41-719, exempts the following properties from any prohibition against consumption of alcoholic liquor on public property contained in K.S.A. 41-719, and in Sections 4.04.060, 4.16.020 and 4.16 030 of this Code during such times a community event or temporary entertainment district has been approved by the City Council and when a license for the sale of alcohol has been issued, if such license is necessary: the Old Town Farm and Art Market, Nomar International Market, the Old Town Cinema Plaza and the open area bounded on the north by the Hyatt Regency Hotel and Conference Center, on the south by Lewis Street, on the east by Wichita Street, and on the west by the Arkansas River."

SECTION 11. Section 4.12.195 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Possession of open container on street prohibited.** (a) It is unlawful for any person to have any cereal malt beverage in his possession upon any public street or public right-of-way except in the original and unopened container, or to consume any cereal malt beverage upon any public street or public right-of-way within the city.

(b) The provisions of subsection (a) shall not apply to the possession or consumption of cereal malt beverage on any city street closed for a special event or community event licensed pursuant to Chapter 3.11 of the Code of the

City of Wichita, where a written request for such consumption and possession and the special event are approved by city council.

(c) Any special event or community event which is licensed to allow the possession or consumption of cereal malt beverage shall comply with the provisions of Section 3.11.065 of the Code of the City of Wichita regarding the possession, consumption or sale of such cereal malt beverage."

SECTION 12. Section 4.16.120 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Closing Hours. (a) No club or drinking establishment shall allow the serving, mixing or consumption of alcoholic liquor on its premises between the hours of two a.m. and nine a.m. on any day. At closing time:

(1) The lights are to be fully illuminated;

(2) The music, dancing or other live entertainment is to be stopped;

(3) All alcoholic liquor is to be removed from all tables and no patron shall be in possession of any alcoholic liquor; and

(4) Patrons are to be directed to vacate the premises.

No person other than employees of the establishment shall be allowed to remain on the licensed premises more than thirty minutes after closing time.

(b) No club or drinking establishment licensed pursuant to Article 26 of Chapter 41 of the Kansas Statutes Annotated shall be open to members and the public between the hours of two a.m. and nine a.m. on any day except that this

subsection shall not apply to restaurants or hotels licensed as drinking establishments.

(c) No caterer shall allow the serving, mixing or consumption of alcoholic liquor between the hours of two a.m. and six a.m. on any day at an event catered by such caterer.

(d) Subsections (a)(4) and (b) shall not apply to a billiard hall that is licensed as a drinking establishment during any sanctioned billiards tournament occurring on the premises thereof. Patrons and persons, other than employees, shall be allowed to remain on the premises at all times sanctioned tournament games are being played. All rules and regulations regarding serving, mixing, consumption or possession of alcoholic liquor must be observed between the hours of 2:00 a.m. and 9:00 a.m. during such sanctioned tournaments. Further, the licensee of such billiard hall must provide notice in writing at least twenty-four (24) hours in advance to the Wichita Police Department Special Investigations Bureau of his or her intent to hold such a tournament. Failure to notify the police as required, or remaining open in violation of this section under false pretenses or when no sanctioned pool tournament is being played shall be grounds for suspension or revocation of the establishment's license to sell alcoholic liquor pursuant to 4.16.095 or 4.16.090.

For the purpose of this subsection, 'billiard hall' shall mean a place of amusement whose chief purpose is providing the use of billiard or pool tables to the public for a fee."

SECTION 13. The originals of Sections 3.11.020, 3.11.065, 3.11.150, 3.30.050, 3.30.070, 3.30.080, 4.04.040, 4.04.045, 4.12.195 and 4.16.120 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 14. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 1st day of December, 2009.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED 11/24/2009

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 3.11.020, 3.11.065, 3.11.150, 3.30.050, 3.30.070, 3.30.080, 4.04.040, 4.04.045, 4.12.195 AND 4.16.120 AND CREATING SECTIONS 3.30.180 AND 3.30.190 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ENTERTAINMENT ESTABLISHMENTS AND COMMUNITY EVENTS AND REPEALING THE ORIGINALS OF SECTIONS 3.11.020, 3.11.065, 3.11.150, 3.30.050, 3.30.080, 4.04.040, 4.04.045, 4.12.195 AND 4.16.120 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

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

SECTION 1. Section 3.11.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Definitions.** (a) *'Community event'* means:

(1) an outdoor event on City-owned property with an expected attendance of fifty (50) or more persons, organized for a particular and limited purpose and time;

(2) outdoor events on private property or which occur in City of Wichita parks with an expected attendance of two hundred fifty (250) or more people, organized for a particular and limited purpose and time.

Such events shall include, but not be limited to: fun runs, roadway foot races, fundraising walks, bikeathons, carnivals, festivals, community celebrations, shows, exhibitions, circuses and fairs. Such term shall not include events, other than fun runs or races, occurring solely on sidewalks or public rights-of-way immediately adjacent to public streets.

(b) Exceptions. The provisions of this chapter shall not apply to:

1. Community events conducted by the City of Wichita.

2. Events consisting only of a parade, whether regulated or exempted by the provisions of Section 3.13.020 of the Code of the City of Wichita.

3. Funeral processions as regulated by Chapter 3.74 of the Code of the City of Wichita.

4. Outdoor events occurring at amusement parks licensed pursuant to Chapter 3.20 of the Code of the City of Wichita.

5. Social or political protests, rallies, gatherings, assemblies, or vigils occurring on public property, which consist solely of the displaying of signs or banners, singing and the delivering of speeches.

6. ~~Outdoor e~~Events by a religious institution, conducted entirely on ~~the~~ property ~~of~~ owned or leased by a ~~museum, educational or~~ religious institution, ~~such institution must be organized under Internal Revenue Code Section 501(c)(3) and recognized as a public charity or private foundation established for a religious, educational, charitable,~~

~~scientific, literary or public safety purpose~~ when no extraordinary police services are required. Such institution must be organized under Internal Revenue Code 501(c)(3).

7. Outdoor events held at a members-only facility where no extraordinary police services are required.

8. Events held entirely inside the Lawrence-Dumont Stadium.

9. Farmers Markets licensed pursuant to Chapter 3.94 of the Code of the City of Wichita.

10. Auctions as regulated by Chapter 3.36 of the Code of the City of Wichita.

11. Garage or Miscellaneous sales as regulated by Chapter 3.44 of the Code of the City of Wichita.

12. Performances of Street Performers as defined and regulated by Chapter 10.36 of the Code of the City of Wichita.

13. Sporting events, contests, practices or tournaments occurring at sport complexes or playing fields where the scope of the event is limited to the sporting event for which the property is designed to be utilized.

14. Events held at a private residence or in a residential neighborhood where no admission is charged, and no extraordinary police services are required.

15. Outdoor events conducted entirely on the property of public or private schools, colleges or universities, where no extraordinary police services are required.

16. Event held entirely on the grounds of Botanica, the Wichita Gardens, CityArts, Exploration Place, Kansas Aviation Museum, Kansas Firefighters Museum, Mid-America All Indian Center, Old Cowtown Museum, Wichita Area Treatment Education and Remediation Center (WATER), Wichita-Sedgwick County Historical Museum, Wichita Art Museum, and the Wichita Boathouse/Kansas Sports Hall of Fame.

(c) *'Community Event Coordinator'* means the Manager of Arts and Cultural Services or his or her designee.

(d) *'Community Event Promoter'* means the person who is directly responsible for organizing and/or conducting the event.

(e) *'Extraordinary police services'* means responsive police services which are in addition to and in excess of the normal police services provided to the location or off-site as a direct result of the event.

(f) *'Person'* shall mean a natural person or a legal entity such as, but not limited to an individual, firm, association, joint stock company, partnership or corporation.

(g) *'Street'* or *'highway'* means the entire width between property lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular traffic. Where the word 'highway' or the word

'street' is used in this title, it means street, avenue, boulevard, thoroughfare, trafficway, alley and any other public way for vehicular travel by whatever name unless the context clearly indicates otherwise.

(h) *'Temporary Entertainment District'* means a defined area, which includes city streets and public sidewalks, on which the City Council has authorized the sale, possession or consumption of alcoholic liquor for a specified period of time, during a community event which has been properly licensed under this chapter."

SECTION 2. Section 3.11.065 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Regulations for Alcohol Consumption or Sale at Community Events or in Temporary Entertainment Districts.

(a) Any community event ~~organizer~~ promoter, who desires to sell or allow the consumption of alcoholic liquor or cereal malt beverage at a community event, shall submit an application to the Community Event Coordinator for the sale or consumption of such alcoholic liquor or cereal malt beverages at such community event or in a temporary entertainment district.

(b) Such written application must be made on a form provided by the Community Event Coordinator. The application must be submitted to the Community Event Coordinator not less than forty –five (45) days before the date of the proposed community event or temporary entertainment district.

(c) The written application shall contain the following information:

(1) The name and address of the event promoter;

(2) The dates and times when alcoholic liquor or cereal malt beverages will be served at such event;

(3) For ~~events occurring on the city's streets or sidewalks~~ temporary entertainment districts, a copy of the temporary permit issued by the State of Kansas, pursuant to K.S.A. 41-2645 and the City of Wichita, pursuant to Section 4.16.170 of the Code of the City of Wichita for the sale of alcoholic liquor at such event, or written documentation that an application is pending for such temporary permit;

(4) A copy of the caterer's license issued by the State of Kansas for any individual responsible for the sale of alcoholic liquor at such event;

(5) A detailed security plan;

(6) A plan as to how the event ~~organizers~~ promoter will prevent the off-premises consumption of alcohol and the consumption of alcohol by minors;

(7) A detailed site map indicating:

(a) Entry and exit points to the event venue(s);

(b) Description of the signage, barriers or maps which will be used to designate the area in which alcoholic liquor or cereal malt beverages may be consumed;

(c) The number and exact locations of all alcoholic liquor or cereal malt beverage sale/distribution booths;

(d) The location of any licensed drinking establishments that desire to participate in ~~an event~~ the temporary entertainment district, and a designation of the area of the licensed premises of such drinking establishment(s) which have been extended into the ~~event area~~ temporary entertainment district.

(8) Whether entry to the event or temporary entertainment district is restricted to invited guests, or open to the public.

(9) The type of alcoholic liquor or cereal malt beverage to be sold or dispensed and the means or method which will be used to sell, dispense or distribute the alcohol to event attendees;

(10) The identity of the on-site supervisor of the alcoholic liquor or cereal malt beverage service;

(11) The name, address and licensee of any drinking establishment, which is adjacent to the event and which has extended its licensed premises into the ~~event area~~ temporary entertainment district if such event is occurring on the public streets and sidewalks of the City of Wichita. Only those drinking establishments listed on the community event application will be granted approval by the City Council to utilize the city streets, sidewalks or other public property for the extension of their licensed premises;

(12) The name and address of any adjacent businesses which are to be included in the event area or temporary entertainment district;

(13) A list of streets and or street rights-of-way to be closed to motor vehicle traffic for such event or temporary entertainment district and the dates and times for such street closures;

(14) If signs are to be used to designate areas were alcoholic liquor or cereal malt beverage may be consumed, a diagram showing the number, size and location of such signs.

(d) The City Council shall review written applications for ~~the sale and/or consumption of alcoholic liquor on the streets and sidewalks of the city of Wichita~~ temporary entertainment districts and may, by resolution, authorize the possession, sale and/or consumption of alcoholic liquor on streets which have been closed to motor vehicle traffic and sidewalks in the ~~event area~~ designated temporary entertainment district. In determining if approval should be given, the City Council shall consider those factors set forth in Section 3.11.080 of the Code of the City of Wichita, Kansas.

(e) Approval by the City Council, pursuant to this section, shall not be required for community events held on locations exempted from the prohibitions of consuming alcohol in public, as designated by Section 4.04.045 of the Code of the City of Wichita or those events which occur on private property.

(f) Alcoholic liquor ~~and~~ or cereal malt beverages served at a community event or in a temporary entertainment district are to be served in distinctively different containers than those in which non-alcoholic drinks are served.

(g) Alcoholic liquor ~~and~~ or cereal malt beverages served at a community event or in a temporary entertainment district are not to be sold or served in pitchers, buckets or carafes and no person is to be served or allowed to purchase more than two alcoholic drinks at the same time.

(h) Alcoholic liquor or cereal malt beverages shall not be served, sold or consumed in glass bottles, glass containers or glass vessels at a community event or in a temporary entertainment district.

~~(h)~~ (i) If multiple alcoholic liquor or cereal malt beverage vendors or licensees are participating in a community event or temporary entertainment district, each vendor or licensee must serve their alcoholic liquor or cereal malt beverage in distinctive containers which identify such vendor or licensee.

(j) It shall be unlawful for any person, at a community event or in a temporary entertainment district, to sell, serve or allow the consumption of alcoholic liquor or cereal malt beverages to or by any individual who is not wearing a wristband or other identifying device to indicate that the individual is the legal age for consumption of alcoholic liquor or cereal malt beverage.

(k) It shall be unlawful for any person to possess or consume alcoholic liquor or cereal malt beverages at a community event or in a temporary entertainment district unless such person is wearing a wristband to indicate that such individual is the legal age for consumption of alcoholic liquor or cereal malt beverage.

~~(i)~~ (l) It shall be unlawful for any person to distribute, sell or allow the consumption of any alcoholic liquor on the streets or sidewalks within ~~any community event~~ a temporary entertainment district without obtaining the approval of the City Council and any and all necessary state and local permits for the sale of such alcoholic liquor."

SECTION 3. Section 3.11.150 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Street closures.** (a) Any street closures requested by a licensee or which are necessary as part of a community event ~~permit~~ or temporary entertainment district application must be approved by the City Council prior to the issuance of the Community Event Permit by the Community Events Coordinator.

(b) The following requirements must be met before a street closure is approved:

1. The applicant must submit to the community events coordinator a written request for the street closure at least forty-five (45) days prior to the date of the proposed street closure.

2. The applicant is responsible for attempting to secure the cooperation of all property owners/residents affected by the street closing and will provide proof that all property owners/residents have been notified by attaching to the application a statement signed by all affected property owners/resident listing the name, address and telephone number of the person contacted expressing their

approval or disapproval of the street closure. Failure to notify any property owners/residents may result in the denial of the application or require a change in the scheduled closing date.

3. The applicant must be the responsible party or event promoter for the event.

4. The applicant will provide a sketch of the street area indicating the area to be closed and the location of all properties adjacent to the area being closed.

5. The closure of the street affected by the event must not cause a significant hardship to pedestrian or vehicular traffic. Alternative routes must be available for public and emergency vehicles.

~~6. The street closure shall be for a period less than twenty-four (24) hours.~~

~~7.~~ 6. The applicant is responsible for obtaining and placing barricades for the street closure and for removing the barricades promptly after the event is concluded.

~~8.~~ 7. The applicant must, promptly after the conclusion of the event, clean the right-of-way to its condition prior to the street closure.

~~9.~~ 8. The applicant must allow city personnel, emergency vehicles and police officers to lawfully enter the area. Orders or directions given by police or fire officials in the lawful discharge of their duties must be obeyed.

(c) The licensee and any drinking establishment serving, selling or distributing alcoholic liquor on city streets or sidewalks which have been closed

pursuant to this section, as a temporary entertainment district, shall meet with the community event coordinator and city staff, no less than seven (7) days prior to the event, to review security plans and procedures to be utilized by the vendors relating to the sale and consumption of alcoholic liquor."

SECTION 4. Section 3.30.050 of the Code of the City of Wichita, Kansas, pertaining to entertainment establishments, is hereby amended to read as follows:

"**License--Exceptions.** Nothing in this Chapter shall be construed to require any license for the following activities:

(a) entertainment in private residences where no admission is charged,

(b) entertainment conducted by any public or parochial school under direct faculty supervision or by any church when the dance or live entertainment is directly supervised by the church authorities;

(c) entertainment conducted for service men or women or both, under the direct supervision of United Service Organizations;

(d) entertainment officially sanctioned by or conducted in a fraternity or sorority house, occupied by bona fide students of a school or college, in which the public is not invited,

(e) dance lessons, theatrical and performing arts lessons;

(f) any entertainment ~~sponsored~~ conducted by the City of Wichita;

~~(g) entertainment by any nonprofit organizations when all proceeds, arising from such entertainment are used exclusively for the benevolent purposes of such organization.~~

~~(h) any non-profit dance as defined in this chapter.~~

~~(i)~~ (g) assemblies, music concerts, live performances or re-enactments which are sponsored by or which occur on the property of public or parochial schools, or City of Wichita public libraries.

~~(j)~~ (h) entertainment, dances, live performances, or other events for which a community event permit has been issued by the City of Wichita.

~~(k)~~ (i) the use of a radio, juke box, television or video games, which is incidental to the primary function of serving food.

~~(l)~~ (j) licensed motion picture theaters;

~~(m)~~ (k) book readings, book signings, poetry recitations and any other similar entertainment consisting of the spoken word, including plays.

~~(n)~~ (l) entertainment consisting of ambient or incidental music provided for the guests by musicians such as a piano player, harpist, strolling violinist, mariachi band or guitarist. If there is an admission charge required to observe such entertainment, it will not be considered incidental.

~~(o)~~ (m) pool hall, billiard hall or bowling alley that does not provide space for dancing.

~~(p)~~ (n) theaters where patrons sit in parallel rows of fixed seats or dinner theaters.

~~(q)~~ (o) entertainment conducted in connection with a regularly established recreation or theme park."

SECTION 5. Section 3.30.070 of the Code of the City of Wichita, Kansas, is amended to read as follows:

"**Hours of operation.** ~~A.~~ (a) It is unlawful for any licensee, owner, manager, or responsible person of a teen club to permit or allow entertainment between the hours of midnight and noon. No person, except an employee, shall be on the licensed premises of a teen club ~~after~~ and the premises shall be closed between the hours of 12:30 a.m. and 7:00 a.m.

~~B.~~ (b) It shall be unlawful for any licensee, owner, manager or responsible party of an entertainment establishment to permit or allow entertainment between the hours of two a.m. and noon. No person, except an employee, shall be on the licensed premises of an entertainment establishment and the premises shall be closed ~~after~~ between the hours of 2:30 a.m. and 7:00 a.m."

(c) For the purposes of this section, employee shall be defined as an individual who is employed by, works on or upon the licensed premises and receives financial compensation from the licensee.

SECTION 6. Section 3.30.080 of the Code of the City of Wichita, Kansas, relating to entertainment establishments is hereby amended to read as follows:

Application--Contents. ~~A.~~ (a) Before any license is granted or issued for a teen club or entertainment establishment, an application shall be filed with the City Treasurer, setting forth the following facts:

(1) The name, address, social security number, date of birth of the applicant and telephone number where the applicant can be reached between the hours of eight a.m. and five p.m.;

(2) Location of the teen club or entertainment establishment;

(3) Date for which the license is desired;

(4) Hours and days the teen club or entertainment establishment is to be open and closed;

(5) A statement as to whether or not cereal malt beverages or alcoholic liquor will be sold to patrons at the location of the entertainment establishment;

(6) A statement that the applicant is familiar with the conditions imposed by the terms of this Chapter.

(7) Maximum occupant load of the building, facility or area;

(8) A description of the nature of entertainment to be provided.

~~B.~~ (b) In addition the applicant must furnish:

(1) The names and addresses of the owner of the premises which such establishment is located.

(2) The manager or operator and, if a corporation or partnership, all the names and addresses of the officers of such corporation or partnership and any individual who owns twenty-five or more percent of the stock of such corporation. If the license is to be held by a corporation, the resident agent and registered office of said corporation;

(3) The name, address, social security number, and date of birth of the applicant, owner, manager and other responsible person of the establishment. If a corporation, all the names, addresses, social security numbers and date of birth of the officers, managers or directors of such corporation and any individual who owns twenty-five or more percent of the stock of such corporation. If the license is to be held by a corporation,

the resident agent and registered office of said corporation. If the applicant is a partnership, all the names, addresses, social security numbers, and date of birth of all partners of the partnership.

(4) A plan to insure that adequate traffic control, crowd protection and security will be maintained and that ages of patrons admitted to the establishment will be maintained;

(5) An emergency management plan, consisting of, but not limited to: fire evacuation, storm shelter provisions, patron crowd control, and emergency access for police, fire and ambulance;

(6) The name of the private security agency, if any, to be employed to provide security for the club or entertainment establishment;

(7) Detailed plans and drawing of the teen club or entertainment establishment and adjoining areas indicating the dance floor, the waiting area for persons seeking admission, the parking areas, all restrooms, coat rooms, game rooms and all other spaces accessible by patrons and all interior and exterior doors and windows, and all sources of exterior lighting.

(8) A statement as to whether the applicant has ever had any license denied, revoked or suspended by the City of Wichita or the State of Kansas or any other governmental entity, the reason therefor and the business activity or occupation of the individual subsequent to such suspension, revocation or denial.

(9) A statement that the applicant consents and agrees that any member of the Police Department or Fire Department as well as other code enforcement or health officers of the City may, at any time, enter and inspect any part of such premises.

~~C.~~ (c) A license shall be denied if one or more of the following conditions exist:

(1) Any applicant, owner, establishment manager, officer, manager or director of a corporate applicant, any person owning more than twenty five percent or more of the stock of a corporate applicant, or any partner of a partnership applicant of the teen club or entertainment establishment has, within the preceding ten years, been convicted of or placed on diversion for a:

a. felony; or

b. for any conviction or diversion of a misdemeanor within the last three years involving:

i. laws pertaining to any controlled substance(s) prohibited by the Uniform Controlled Substance Act, K.S.A. 65-4101, et seq. and amendments thereto;

ii. laws pertaining to alcohol or cereal malt beverage;

iii. prostitution;

iv. public indecency;

v. a sex crime or other person crime as defined by Chapter 21 of the Kansas Statutes Annotated;

vi. any crime of violence or physical force; or

vii. any weapons charge.

viii. violations of this chapter, or Sections 3.08.030 or Chapter 3.28 of the Code of the City.

(2) An applicant is less than twenty-one (21) years of age.

(3) The premises do not comply with the health, housing, fire and zoning codes of the City of Wichita.

(4) The applicant has knowingly made a false, misleading or fraudulent statement of fact to the City in the application process.

(5) The application is incomplete or if it contains any material misrepresentation;

(6) The application does not propose measures for the protection of the public health, safety and welfare in terms of traffic control, crowd protection and security, the monitoring of the ages of patrons or an emergency management plan.

(d) <u>In order to prohibit an entertainment establishment from constituting a 'Night Club in the City', as defined by the Wichita- Sedgwick County Unified Zoning Code, conditions relating to the type of entertainment allowed at such establishment may be placed upon a license by the Office of Central Inspection.</u>

~~D.~~ <u>(e)</u> The application is filed with, and the license fee is paid to, the City Treasurer. The license will not be issued until the application has been reviewed

and approved by the Chief of Police, the Office of Central Inspection and the Fire Chief."

SECTION 7. Section 3.30.180 of the Code of the City of Wichita, Kansas, is created to read as follows:

"**Distance Requirements.** An entertainment establishment license does not permit and shall not be issued to any person for the operation of an entertainment establishment if such establishment:

A. is licensed to sell alcoholic liquor or cereal malt beverage or if alcoholic liquor or cereal malt beverage will be offered, consumed or served on the premises; and

B. the location is within 300 feet of any church, public park, public or parochial school or residential zoning district.

The distance is to be measured from the nearest property line of the residential zoning district, church or public or parochial school to the nearest property line of the premises on which the establishment is located or to any parking lot designated to be used by the patrons of such establishment.

Renewal of entertainment establishment licenses, otherwise subject to this subsection, may be made for all establishments presently licensed and located within three hundred feet of any church, public park, public or parochial school, residential or zoning district, so long as the premises are used or held for use as a place in which a entertainment establishment license and one of the following licenses is held:

(1) Class A private club;

(2) Class B private club;

(3) Drinking establishment; or

(4) A license to sell cereal malt beverages for consumption on the premises; provided, however, that should such an establishment cease to be used for such purposes for a period of ninety days or more, then and in that event, no new entertainment establishment license shall be issued for the establishment. Periods of time during which such establishment is being remodeled or is being repaired because of damage caused by fire or natural disasters such as floods or wind-storms, shall not be included in computing the above ninety-day period; provided, however, that any remodeling or repair must be commenced within ninety days after closure of any given structure and completed within a period not to exceed six months. Additionally, the Special Investigations Bureau of the Wichita Police Department shall be notified within thirty days of closing of such establishment for remodeling or repair, such notice to state the date of commencement and completion of remodeling or repair.

The distance requirements in this section shall not be applicable to property which has received the appropriate zoning approval for such use, as required by the Wichita-Sedgwick County Unified Zoning Code."

SECTION 8. Section 3.30.190 of the Code of the City of Wichita, Kansas, is created to read as follows:

"Penalties. (a) Any person who violates any of the provisions of this chapter within the corporate limits of the City, shall be deemed guilty of a misdemeanor and upon conviction hereof shall be punished by the following fines:

(1) Upon a first conviction, not more than two thousand five hundred dollars;

(2) Upon a second conviction, not less than two hundred fifty dollars nor more than two thousand five hundred dollars;

(3) Upon a third conviction, not less than five hundred dollars nor more than two thousand five hundred dollars;

(4) Upon a fourth or subsequent conviction, not less than one thousand dollars nor more than two thousand five hundred dollars;

(b) The imposition of the fines established in subparagraphs (a)(2) through (4) herein shall be mandatory and the court shall not waive, remit, suspend, parole or otherwise excuse the payment thereof except that the court may order that the perform community service specified by the court but such an order shall be entered only after the court has required the defendant to file an affidavit of such defendant's financial condition as required by Section 1.04.210(e) and amendments thereto, and the court has found from the information contained in the affidavit that the defendant is financially unable to pay the fines imposed herein.

(c) For the purposes of determining whether a conviction is a first or subsequent conviction for sentencing, conviction includes being convicted of a violation of this chapter. It is irrelevant whether an offense occurred before or after conviction for

a previous offense or whether the offense occurred at or upon the same licensed premises."

SECTION 9. Section 4.04.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Consumption in public places prohibited. (a) (1) Except as otherwise provided herein, it is unlawful for any person within the corporate limits of the city to drink or consume alcoholic liquor upon the public streets, alleys, roads or highways, or inside vehicles while upon the public streets, alleys, roads or highways.

(2) Alcoholic liquor may be sold and/or consumed at a special event as part of a temporary entertainment district held on public streets, alleys, roads, sidewalks or highways, provided that such streets, alleys, roads, sidewalks or highways have been closed to motor vehicle traffic by the City Council and when a temporary permit has been issued pursuant to K.S.A. 41-2645 and amendments thereto, for such event and the consumption of such alcoholic liquor at such event has been approved by the City Council pursuant to Section 3.11.065.

(3) No alcoholic liquor may be consumed inside or on motor vehicles while on public streets, alleys, roads or highways at such special event or within a temporary entertainment district.

(4) No person shall remove any alcoholic liquor from inside the boundaries of a special event or temporary entertainment district as designated by the City Council pursuant to Section 3.11.065. The

boundaries of such event or temporary entertainment district shall be clearly marked by signs, a posted map or other means which reasonably identify the area in which alcoholic liquor may be possessed or consumed at such event.

(5) No person shall possess or consume alcoholic liquor inside the premises, licensed as a special event or temporary entertainment district, that was not sold or provided by the licensee holding the temporary permit for such special event or an adjacent drinking establishment which has extended its licensed premises into and made a part of the licensed premises for such special event pursuant to K.S.A. 41-2645(e)(2) and amendments thereto.

(6) It shall be unlawful for any person to distribute, sell or allow the consumption of any alcoholic liquor on the streets or sidewalks within any special event or temporary entertainment district without obtaining the approval of the City Council and any and all necessary state and local permits for the sale or consumption of such alcoholic liquor.

(7) Each licensee selling alcoholic liquor for consumption on the premises of a special event or temporary entertainment district for which a temporary permit has been issued shall be liable for violations of all laws governing the sale and consumption of alcoholic liquor.

(b) No person shall drink or consume alcoholic liquor on private property except:

(1) On premises where the sale of liquor by the individual drink is authorized by this title and by the Club and Drinking Establishment Act of the State of Kansas pursuant to Article 26 of Chapter 41 of the Kansas Statutes Annotated;

(2) Upon private property by a person occupying such property as an owner or lessee of an owner and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of alcoholic liquor in violation of K.S.A. 41-803 and amendments takes place;

(3) In a lodging room of any hotel, motel or boarding house by the person occupying such room and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of such alcoholic liquor in violation of K.S.A. 41-803 and amendments thereto take place;

(4) In private dining room of a hotel, motel or restaurant, if the dining room is rented or made available on special occasion to an individual or organization for a private party and if no sale of alcoholic liquor in violation of K.S.A. 41-803 and amendments takes place; or

(5) On the premises of a microbrewery or farm winery, if authorized by this title and by K.S.A. 41-308a or Section 138, of House Substitute for Substitute Senate Bill 141 and amendments thereto.

(c) No person shall drink or consume alcoholic liquor on public property except:

(1) On real property leased by a city to others under the provisions of K.S.A. 12-1740 through 12-1749, and amendments thereto, if such real property is actually being used for hotel or motel purposes incidental thereto.

(2) In any state-owned or operated building or structure and on the surrounding premises, which is furnished to and occupied by any state officer or employee as residence.

(3) On premises licensed as a club or drinking establishment and located on property owned or operated by the Wichita Airport Authority.

(d) On property which has been specifically exempted by ordinance the title of which is vested in the City of Wichita.

(e) Any property located within the corporate limits of the City of Wichita that is under the control of the Kansas State Board of Regents and the Kansas State Board of Regents has exempted said property from the provisions of K.S.A. 41-719(c) and amendments thereto and said property is not used for classroom instruction.

(f) On the premises of any Kansas national guard regional training center or armory, and any building on such premises, as authorized by rules and regulations of the adjutant general and upon approval of the Kansas military board.

(g) Violation of any provision of this section is a misdemeanor punishable by a fine of not less than fifty dollars nor more than two hundred dollars or by imprisonment for not more than six months, or both."

SECTION 10. Section 4.04.045 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Exemptions.** (a) The city, by virtue of the authority contained in K.S.A. 41-719, exempts the following properties from any prohibition against consumption of alcoholic liquor on public property contained in K.S.A. 41-719, and in Sections 4.04.040, 4.16.020 and 4.16.030 of this Code: CityArts, the education building of the Wichita Area treatment Education and Remediation (WATER) Center, Sports Hall of Fame, Lionel Alford Regional Library, Wichita-Sedgwick County Historical Museum, Century II, the Wichita Mid-Continent Airport, Colonel James Jabara Airport, Cowtown, the Wichita Art Museum, Mid-America All-Indian Center, Lawrence-Dumont Stadium, the Central Branch Wichita Public Library, the Kansas Aviation Museum (Historic Wichita Municipal Airport), ~~the Old Town Farm and Art Market,~~ Botanica -- the Wichita Gardens, the Hyatt Regency Wichita Hotel and Conference Center, Exploration Place, the Ice Sports Center of Wichita, the Wichita Boathouse, ~~the open area bounded on the north by the Hyatt Regency Hotel and Conference Center, on the south by Lewis Street, on the east by Wichita Street, and on the west by the Arkansas River,~~ the La Familia Senior Community Center, Inc. located at 841 W. 21st St. North, ~~the Old Town Cinema Plaza, from any prohibition against~~

~~consumption of alcoholic liquor on public property contained in K.S.A. 41-719, and in Sections 4.04.040, 4.16.020 and 4.16.030 of this Code~~."

(b) The city, by virtue of the authority contained in K.S.A. 41-719, exempts the following properties from any prohibition against consumption of alcoholic liquor on public property contained in K.S.A. 41-719, and in Sections 4.04.060, 4.16.020 and 4.16 030 of this Code during such times a community event or temporary entertainment district has been approved by the City Council and when a license for the sale of alcohol has been issued, if such license is necessary: the Old Town Farm and Art Market, Nomar International Market, the Old Town Cinema Plaza and the open area bounded on the north by the Hyatt Regency Hotel and Conference Center, on the south by Lewis Street, on the east by Wichita Street, and on the west by the Arkansas River."

SECTION 11. Section 4.12.195 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Possession of open container on street prohibited.** (a) It is unlawful for any person to have any cereal malt beverage in his possession upon any public street or public right-of-way except in the original and unopened container, or to consume any cereal malt beverage upon any public street or public right-of-way within the city. ~~Provided, however, that is shall not be unlawful to possess and consume such cereal malt beverage on McLean Boulevard between Douglas Avenue and Second Streets during periods when McLean Boulevard is closed to traffic for events permitted by the license issued to Wichita Festivals, Inc., pursuant to Chapter 3.14 of this Code. Provided further, that it shall not be unlawful to possess and consume~~

(b) The provisions of subsection (a) shall not apply to the possession or consumption of cereal malt beverage on any city street closed for a special event or community event licensed pursuant to Chapter 3.11 of the Code of the City of Wichita, where a written request for such consumption and possession and the special event are approved by city council.

(c) Any special event or community event which is licensed to allow the possession or consumption of cereal malt beverage shall comply with the provisions of Section 3.11.065 of the Code of the City of Wichita regarding the possession, consumption or sale of such cereal malt beverage."

SECTION 12. Section 4.16.120 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Closing Hours. (a) No club or drinking establishment shall allow the serving, mixing or consumption of alcoholic liquor on its premises between the hours of two a.m. and nine a.m. on any day. At closing time:

(1) The lights are to be fully illuminated;

(2) The music, dancing or other live entertainment is to be stopped;

(3) All alcoholic liquor is to be removed from all tables and no patron shall be in possession of any alcoholic liquor; and

(4) Patrons are to be directed to vacate the premises.

No person other than employees of the establishment shall be allowed to remain on the licensed premises more than thirty minutes after closing time.

(b) No club or drinking establishment licensed pursuant to Article 26 of Chapter 41 of the Kansas Statutes Annotated shall be open to members and the public between the hours of two a.m. and nine a.m. on any day except that this subsection shall not apply to restaurants or hotels licensed as drinking establishments.

(c) No caterer shall allow the serving, mixing or consumption of alcoholic liquor between the hours of two a.m. and six a.m. on any day at an event catered by such caterer.

(d) Subsections (a)(4) and (b) shall not apply to a billiard hall that is licensed as a drinking establishment during any sanctioned billiards tournament occurring on the premises thereof. Patrons and persons, other than employees, shall be allowed to remain on the premises at all times sanctioned tournament games are being played. All rules and regulations regarding serving, mixing, consumption or possession of alcoholic liquor must be observed between the hours of 2:00 a.m. and 9:00 a.m. during such sanctioned tournaments. Further, the licensee of such billiard hall must provide notice in writing at least twenty-four (24) hours in advance to the Wichita Police Department Special Investigations Bureau of his or her intent to hold such a tournament. Failure to notify the police as required, or remaining open in violation of this section under false pretenses or when no sanctioned pool tournament is being played shall be grounds for suspension or revocation of the establishment's license to sell alcoholic liquor pursuant to 4.16.095 or 4.16.090.

For the purpose of this subsection, 'billiard hall' shall mean a place of amusement whose chief purpose is providing the use of billiard or pool tables to the public for a fee."

SECTION 13. The originals of Sections 3.11.020, 3.11.065, 3.11.150, 3.30.050, 3.30.070, 3.30.080, 4.04.040, 4.04.045, 4.12.195 and 4.16.120 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 14. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2009.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Hospital Facilities Refunding Revenue Bonds (Via Christi Health System, Inc.) (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve first reading of the Bond Ordinance, and approve the Bond Purchase Agreement.

Background: On November 17, 2009, the City Council approved a Letter of Intent to issue its Hospital Facilities Refunding Revenue Bonds to Via Christi in the amount not-to-exceed $95,000,000. The proceeds of the proposed Bonds will be used to refinance the City's outstanding Hospital Facilities Improvements and Refunding Revenue Bonds, Series XI 1999, issued to finance St. Joseph Hospital in 1985 and 1991 and to retire a bank loan payable by the Rehabilitation Center, as part of the consolidation of the then new Via Christi Health System. Via Christi is requesting the issuance of the refunding bonds at this time.

Analysis: Via Christi Health System, Inc. was formed in 1995 through the consolidation of the St. Francis Ministry Corporation of the Sisters of Sorrowful Mothers and the CSJ Health System of Wichita of the Sisters of St. Joseph of Wichita. During that same period, St. Francis Regional Medical Center and St. Joseph Medical Center were consolidated to form Via Christi Regional Medical Center. Via Christi Health System headquarters is located in Wichita at 929 N. St. Francis. Via Christi Health System, Inc. operates and manages five hospitals on six campuses, a rehabilitation center, five senior care facilities and 18 physician practices in three states.

Bond proceeds will be used to refund all outstanding bonds issued by the City as its Series XI 1999 Hospital Facilities Improvement and Refunding Revenue Bonds. The 1999 Bonds are currently redeemable at a price equal to 101% of the principal amount of bonds being redeemed, plus accrued interest to the date of redemption.

An analysis of the uses of project funds is:

USES OF FUNDS

Redemption of the 1999 Refunded Bonds	89,861,692
Original Issue Discount (if any, shall not exceed)	3,543,658
Cost of Issuance	1,594,650
Total Cost of Project:	$95,000,000

The law firm of Triplett, Woolf & Garretson is serving as bond counsel in the transaction. The investment firm of Morgan Stanley serves as underwriter of the bonds.

Financial Considerations: Via Christi agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds.

Goal Impact: Economic Vitality and Affordable Living. Providing tax-exempt financing to not-for-profit health care providers ensures continued high-quality care for residents and visitors and provides opportunities for high-quality job creation.

Legal Considerations: The City Attorney's Office will review and approve the form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council Close the Public Hearing; place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Hospital Facilities Refunding Bonds for Via Christi Health Systems in the amount not to exceed $95,000,000 and authorize the necessary signatures; approve the form of the Bond Purchase Agreements and authorize the Mayor to sign once the pricing process has been completed.

Attachments: Bond Ordinance

TRIPLETT, WOOLF & GARRETSON, LLC

ORDINANCE NO. _____

OF THE

CITY OF WICHITA, KANSAS

AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED
$95,000,000
HOSPITAL FACILITIES REFUNDING REVENUE BONDS
SERIES X, 2009
(VIA CHRISTI HEALTH SYSTEM, INC.)

(Published in *The Wichita Eagle*, December 12, 2009)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS HOSPITAL FACILITIES REFUNDING REVENUE BONDS (VIA CHRISTI HEALTH SYSTEM, INC.) IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $95,000,000 FOR THE PURPOSES OF REFUNDING CERTAIN OUTSTANDING 1999 HOSPITAL FACILITIES IMPROVEMENT AND REFUNDING REVENUE BONDS; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF A BOND INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS BOND TRUSTEE; PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A FIFTH SUPPLEMENTAL SUBLEASE AND OBLIGATION NO. 5A BY AND BETWEEN THE CITY AND VIA CHRISTI REGIONAL MEDICAL CENTER, INC.; PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A FIRST SUPPLEMENTAL SUBLEASE AND OBLIGATION NO. 5B BY AND BETWEEN THE CITY AND VIA CHRISTI REHABILITATION CENTER, INC.; PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A SECOND SUPPLEMENTAL SUBLEASE AND OBLIGATION NO. 5C BY AND BETWEEN THE CITY AND MT. CARMEL REGIONAL MEDICAL CENTER, INC.; APPROVING THE FORM OF GUARANTY AGREEMENT AND OBLIGATION NO. 5AA BY AND BETWEEN VIA CHRISTI REGIONAL MEDICAL CENTER, INC. AND THE BOND TRUSTEE; APPROVING THE FORM OF GUARANTY AGREEMENT AND OBLIGATION NO. 5BB BY AND BETWEEN VIA CHRISTI REHABILITATION CENTER, INC. AND THE BOND TRUSTEE; APPROVING THE FORM OF GUARANTY AGREEMENT AND OBLIGATION NO. 5CC BY AND BETWEEN MT. CARMEL REGIONAL MEDICAL CENTER, INC. AND THE BOND TRUSTEE; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF A TAX COMPLIANCE AGREEMENT BY AND BETWEEN THE CITY, THE BOND TRUSTEE, VIA CHRISTI HEALTH SYSTEM, INC., VIA CHRISTI REGIONAL MEDICAL CENTER, INC., VIA CHRISTI REHABILITATION CENTER, INC., AND MT. CARMEL REGIONAL MEDICAL CENTER, INC.; PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY, VIA CHRISTI HEALTH SYSTEM, INC. AND MORGAN STANLEY & CO INCORPORATED, AS UNDERWRITER OF THE 2009 BONDS.

WHEREAS, the City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, and K.S.A. 10-116a, all as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for hospital purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities, and to issue

revenue bonds for the purpose of paying the cost of any such facilities, as well as to refund any such revenue bonds previously issued; and

WHEREAS, pursuant to the Act, the Issuer has previously issued certain Hospital Facilities Refunding and Improvement Revenue Bonds, Series IX, 1999 (Via Christi Health System, Inc.), in the aggregate principal amount of $102,660,000 (the "1999 Bonds"); and

WHEREAS, the Issuer has previously acquired a leasehold interest in certain hospital facilities constituting (i) the Via Christi Regional Medical Center, Inc.-St. Francis Campus and St. Joseph Campus (the "Hospital Facilities"), (ii) the rehabilitation facility operated by Via Christi Rehabilitation Center, Inc. (the "Rehabilitation Facility"), and (iii) the Mt. Carmel Regional Medical Center operated by Mt. Carmel Regional Medical Center, Inc. (the "Mt. Carmel Facility") (the Hospital Facilities, Rehabilitation Facility and the Mt. Carmel Facility being referred to collectively herein as the "Facilities"); and

WHEREAS, the Issuer, Via Christi Regional Medical Center, Inc. (the "Medical Center"), Via Christi Rehabilitation Center, Inc. (the "Rehabilitation Center"), and Mt. Carmel Regional Medical Center, Inc. (the "Mt. Carmel Center") now deem it necessary and desirable that the Issuer issue its Hospital Facilities Refunding Revenue Bonds (collectively, the "2009 Refunding Bonds") for the purpose of refunding the Outstanding 1999 Bonds (the "1999 Refunded Bonds") and paying a portion of the Costs of Issuance to be incurred in connection with the issuance of the 2009 Refunding Bonds;

WHEREAS, payment of the principal of, redemption premium, if any, and interest on the 2009 Refunding Bonds will be further secured pursuant to the terms of a Master Trust Indenture by and between Via Christi Health System, Inc., the Medical Center, the Rehabilitation Center, and the Mt. Carmel Center, all as members of the Obligated Group, and The Bank of New York Mellon Trust Company, N.A., as Master Trustee (all as supplemented and amended, the "Master Trust Indenture"); and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of said 2009 Refunding Bonds to execute and deliver a Bond Indenture, dated as of December 15, 2009 (the "Bond Indenture") with The Bank of New York Mellon Trust Company, N.A., as Bond Trustee (the "Bond Trustee"), to execute and deliver a Fifth Supplemental Sublease and Obligation No. 5A, dated as of December 15, 2009 ("Fifth Supplemental Hospital Sublease"), with the Medical Center, as Subtenant; to execute and deliver a First Supplemental Sublease and Obligation No. 5B, dated as of December 15, 2009 ("First Supplemental Rehabilitation Hospital Sublease"), with the Rehabilitation Center, as Subtenant; to execute and deliver a Second Supplemental Sublease and Obligation No. 5C, dated as of December 15, 2009 ("Second Supplemental Mt. Carmel Hospital Sublease"), with the Mt. Carmel Center, as Subtenant; to execute and deliver a Tax Compliance Agreement, dated as of December 15, 2009 (the "Tax Compliance Agreement"), with Via Christi Health System, Inc., the Medical Center, the Rehabilitation Center, the Mt. Carmel Center and the Bond Trustee; and to execute and deliver the necessary Bond Purchase Agreement with Morgan Stanley & Co. Incorporated (the "Underwriter") and Via Christi Health System, Inc. (such agreement herein referred to as the "Bond Purchase Agreement").

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Bond Indenture, the Fifth Supplemental Hospital Sublease, the First Supplemental Rehabilitation Hospital Sublease and the Second Supplemental Mt. Carmel Hospital Sublease, as hereinafter authorized and defined.

Section 2. Authority to Refund the 1999 Refunded Bonds. Pursuant to the Act, the Issuer is hereby authorized to provide for the refunding, early redemption and retirement of the 1999 Refunded Bonds in accordance with the terms and provisions of the Bond Indenture, as hereinafter authorized and defined.

Section 3. Authorization of and Security for the Bonds. There are hereby authorized and directed to be issued certain Hospital Facilities Refunding Revenue Bonds in the aggregate the total principal amount of not to exceed $95,000,000 (the "2009 Refunding Bonds"), as provided in the Bond Indenture, dated as of December 15, 2009 (the "Bond Indenture"), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as Bond Trustee (the "Bond Trustee"), pursuant to the Act, for the purpose of refunding the 1999 Refunded Bonds and paying the Costs of Issuance to be incurred in connection with the issuance of the 2009 Refunding Bonds. The 2009 Refunding Bonds shall bear such series designation, shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity, and shall be issued in the manner as prescribed and subject to the provisions, covenants and agreements as shall be set forth in the Bond Indenture hereinafter authorized and defined. The maturity dates and respective interest rates on the 2009 Refunding Bonds shall be as established by the Bond Purchase Agreement and the true interest cost on such 2009 Refunding Bonds shall not exceed 6.4%. The 2009 Refunding Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Fifth Supplemental Hospital Sublease, the First Supplemental Rehabilitation Hospital Sublease, the Second Supplemental Mt. Carmel Hospital Sublease or otherwise in connection with the Facilities. The 2009 Refunding Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from taxation.

Section 4. Authorization of Bond Indenture. The Issuer is hereby authorized to enter into and deliver the Bond Indenture, dated as of December 15, 2009 (the "Bond Indenture"), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as Bond Trustee (the "Bond Trustee"), under which the Issuer shall pledge and assign to the Bond Trustee, for the benefit of the holders of the 2009 Refunding Bonds, the Trust Estate created thereby, all upon the terms and conditions set forth in said Bond Indenture.

Section 5. Sublease of the Hospital Facilities. The Issuer shall sublease the Hospital Facilities to the Medical Center pursuant to and in accordance with the provisions of a Fifth Supplemental Sublease and Obligation No. 5A, dated as of December 15, 2009 (the "Fifth Supplemental Hospital

Sublease"), which Fifth Supplemental Hospital Sublease supplements and amends a certain Sublease and Obligation No. 1 dated as of February 1, 1992, as previously supplemented and amended.

Section 6. Sublease of the Rehabilitation Facility. The Issuer shall sublease the Rehabilitation Facility to the Rehabilitation Center pursuant to and in accordance with the provisions of a First Supplemental Sublease and Obligation No. 5B, dated as of December 15, 2009 (the "First Supplemental Rehabilitation Hospital Sublease"), which First Supplemental Rehabilitation Hospital Sublease supplements and amends a certain Sublease and Obligation No. 2B dated as of October 1, 1999.

Section 7. Sublease of the Mt. Carmel Facility. The Issuer shall sublease the Mt. Carmel Facility to the Mt. Carmel Center pursuant to and in accordance with the provisions of a Second Supplemental Sublease and Obligation No. 5C, dated as of December 15, 2009 (the "Second Supplemental Mt. Carmel Hospital Sublease"), which Second Supplemental Mt. Carmel Hospital Sublease supplements and amends a certain Sublease and Obligation No. 2C dated as of October 1, 1999, as previously supplemented and amended.

Section 8. Approval of the Guaranty Agreement and Obligation No. 5AA. The form of the Guaranty Agreement and Obligation No. 5AA, dated as of December 15, 2009, pursuant to which the Medical Center guarantees to the Bond Trustee, for the benefit of the owners of the 2009 Refunding Bonds, the full and prompt payment of its Allocable Percentage of the principal of, redemption premium, if any, and interest of the 2009 Refunding Bonds, is hereby approved.

Section 9. Approval of the Guaranty Agreement and Obligation No. 5BB. The form of the Guaranty Agreement and Obligation No. 5BB, dated as of December 15, 2009, pursuant to which the Rehabilitation Center guarantees to the Bond Trustee, for the benefit of the owners of the 2009 Refunding Bonds, the full and prompt payment of its Allocable Percentage of the principal of, redemption premium, if any, and interest of the 2009 Refunding Bonds, is hereby approved.

Section 10. Approval of the Guaranty Agreement and Obligation No. 5CC. The form of the Guaranty Agreement and Obligation No. 5CC, dated as of December 15, 2009, pursuant to which the Mt. Carmel Center guarantees to the Bond Trustee, for the benefit of the owners of the 2009 Refunding Bonds, the full and prompt payment of its Allocable Percentage of the principal of, redemption premium, if any, and interest of the 2009 Refunding Bonds, is hereby approved.

Section 11. Authorization of Bond Purchase Agreement. The 2009 Refunding Bonds shall be sold and delivered to the Underwriter upon the terms and subject to the provisions of, and the Issuer is hereby authorized to enter into, the Bond Purchase Agreement, by and between the Issuer, Via Christi Health System, Inc. and the Underwriter.

Section 12. Authorization of Tax Compliance Agreement. The Issuer is hereby authorized to enter into a Tax Compliance Agreement, dated as of December 15, 2009 (the "Tax Compliance Agreement"), by and between the Issuer, Via Christi Health System, Inc., the Medical Center, the Rehabilitation Center, the Mt. Carmel Center and the Bond Trustee.

Section 13. Execution of Bonds and Agreements. The Mayor or Vice Mayor of the City of Wichita, Kansas is hereby authorized and directed to execute the 2009 Refunding Bonds and deliver same to the Bond Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Bond Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Bond Indenture, the Fifth Supplemental Hospital Sublease, the First Supplemental Rehabilitation Hospital Sublease, the Second Supplemental Mt. Carmel Hospital Sublease, the Tax Compliance Agreement and the Bond Purchase Agreement for and on behalf of and as the act and deed of the Issuer in substantially the form presented today with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and give effect to the purposes and intent of this Ordinance. The City Clerk or any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Bonds, the Bond Indenture, the Fifth Supplemental Hospital Sublease, the First Supplemental Rehabilitation Hospital Sublease, the Second Supplemental Mt. Carmel Hospital Sublease, the Tax Compliance Agreement and the Bond Purchase Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and give effect to the intent of this Ordinance.

Section 14. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the 2009 Refunding Bonds, Bond Indenture, the Fifth Supplemental Hospital Sublease, the First Supplemental Rehabilitation Hospital Sublease, the Second Supplemental Mt. Carmel Hospital Sublease, the Tax Compliance Agreement and the Bond Purchase Agreement, all as necessary to carry out and give effect to the transactions contemplated hereby and thereby.

Section 15. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body and publication once in the official newspaper of the Issuer.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas this 8th day of December, 2009.

CITY OF WICHITA, KANSAS

[seal]

By_____
Carl Brewer, Mayor

ATTEST:

By_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By_____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Request for Letter of Intent for Industrial Revenue Bonds (Michelle Becker, Inc.) (District V)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close public hearing and take appropriate action.

Background: The City has received an application for a Letter of Intent to issue Industrial Revenue Bonds ("IRBs") for Michelle Becker, Inc., a real estate holding company. ProfitBuilders, Inc., a national provider of outsource accounting services for restaurant franchises, casual dining, construction entities and small and medium sized business will sublease the facility for their operations. The facility is located at 7325 West 33rd Street North in northwest Wichita.

Michelle Becker, Inc. is requesting the issuance of a six-month letter of intent for IRBs in an amount not to exceed $1,000,000. Michelle Becker, Inc. is also requesting approval of a 100% five-plus-five year tax exemption on the IRB-financed real property improvements with the second five years exemption subject to City Council approval.

Analysis: Bond proceeds will be used to finance the costs of constructing a 6,500 square foot expansion to the existing facility and to refinance the loan on the existing building completed in June 2007. As a result of the expansion, ProfitBuilders, Inc. will add 29 employees to its payroll. Construction of the expansion has already begun with completion scheduled for late December 2009. Profit Builders, Inc. provides accounting and consulting services to a number of clients throughout the nation. Services include payroll, accounts payable and preparation of financial reports.

The City's Economic Development Incentive Policy allows incentives for service sector businesses that derive a majority of revenues from transactions located outside the State of Kansas. ProfitBuilders, Inc. currently derives seventy percent of their revenues from outside the State. The incentive policy does not address the circumstance in which construction has commenced prior to approval of the incentive.

The City's contract bond counsel firm, Kutak Rock LLP, will serve as bond counsel in the transaction. The bonds will be privately placed, either with Michelle Becker, Inc. or a local bank. Michelle Becker, Inc. agrees to comply with the City's Standard Letter of Intent Conditions. The applicant will be exempted from the condition that they publish the project for contractors to submit qualifications as the building is already under construction. The City's Letter of Intent Conditions also require a water conservation plan. EEO/AA requirements will be required of the tenants of Michelle Becker, Inc.

Financial Considerations: Michelle Becker, Inc. agrees to pay all costs of the City relative to the issuance of the bonds and to pay the City's $2,500 annual administrative fee for the term of the bonds.

Based on the current property tax abatement matrix, the Company qualifies for a 75.5% five-plus-five-year tax exemption on real property constructed with bond proceeds.

% Eligible	Condition	Commitment
58.0%	New Job Creation	29 FTE; avg. wage - $45,000/yr.
17.5%	Capital Investment	$1,000,000
75.5%	Total Business Incentive Eligibility	

Based on the 2008 mill levy, the estimated tax value of exempted property for the first full year is approximately $22,253. The value of a 75.5% real property tax exemption as applicable to taxing jurisdictions is:

City	$ 6,050	State	$ 283
County	$ 5,733	USD 259	$ 10,185

Approval of the second five-year abatement period will be subject to compliance with job creation and average wage commitment, capital investment commitment. The project will qualify for a sales tax exemption on bond-financed purchases from the date of State approval.

A cost/benefit analysis report has been completed using the fiscal and economic impact model of Wichita State University's Center for Economic Development and Business Research to reflect cost/benefit ratios. The ratios of benefits-to-costs are as follows:

City of Wichita	1.68 to one
City of Wichita – General Fund	1.61 to one
City of Wichita – Debt Service Fund	1.68 to one
Sedgwick County	1.60 to one
U.S.D. 266 – Maize	1.33 to one
State of Kansas	1.68 to one

Goal Impact: Economic Vitality and Affordable Living. Providing low-cost financing and granting an ad valorem property tax exemption and sales tax exemption will encourage the creation of new job opportunities and enhance the industrial real estate inventory for the City of Wichita and Sedgwick County.

Legal Considerations: Bond documents required for the issuance of the bonds will be prepared by bond counsel. The City Attorney's Office will review and approve as to form bond documents prior to the issuance of bonds.

Recommendations/Actions: It is recommended that City Council close the public hearing and take appropriate action.

Attachments: Letter of Intent Application

ProfitBuilders, Inc | *Our* **Top Priority** *is Your* **Bottom Line.**

Mayor and Members of the City Council
City of Wichita
City Hall – 455 North Main
Wichita, Ks 67202

Re: Proposed $1.0 million City of Wichita, Kansas Industrial Revenue Bonds
Michelle Becker Inc and Profit Builders Inc., Tenant

Dear Mayor Brewer and City Council Members:

This letter is to request approval by the governing body of the City of Wichita, Kansas, of a Letter of Intent to issue its Industrial Revenue Bonds in an amount not to exceed $1,000,000. The proceeds of the proposed Bonds will be used to finance the cost of constructing and equipping a 6500 square foot expansion to the existing building as well as to refinance the loan for the existing building that was completed June 2007. The building (the "Project") is leased to Profit Builders, Inc by Michelle Becker Inc ("Company" or "Applicant").

1. Name and Address of Applicant

   Michelle Becker, Inc
   7325 W 33rd St N
   Wichita, Ks 67205
   Telephone: (316) 461-9025
   Attention: Michelle Becker

2. A General Description of the Nature of the Business of the Proposed Beneficiary

   Profit Builders Inc is a national provider of outsource accounting services for restaurant franchises, casual dining, construction related entities and small to medium sized businesses. The company has clients in twenty states with growth throughout the United States expected to continue at a rate of thirty to fifty percent per year. The company was founded in 1994 as a new start up company. The focus of Profit Builders, Inc., is to provide accounting services and consulting to business enterprises with an emphasis in full service accounting duties. These services range from payroll to accounts payable and accounts receivable processing, including the preparation of full financials and reconciliations on a monthly basis to all clients with day to day interaction with operators and owners. Responsibilities include all fiduciary duties that are normally performed in a business related to the accounting functions necessary to complete day to day duties. Currently, revenues for out of state clients account for seventy percent of total revenues within Profit Builders. That percent is expected to increase with company growth.

3. Key Officers and Employees of Proposed Beneficiary

Michelle Becker – Founder/ President

Michelle Becker has built an outstanding outsource accounting services business over the past 20 years. Her prior background includes positions with Pizza Hut, Inc. in the Restaurant Accounting, Tax and Budgeting areas. Prior to the inception of the outsource accounting company; she spent several years of accounting system conversions and training for large companies in the Wichita area. Since 1990, Michelle has become a MAS 90 expert which is Profit Builder's current accounting platform. Michelle's demonstrated customer focus is evident by her long term client relationships and advisory role with some of the largest builders and entrepreneurs in the Wichita and surrounding areas. Michelle holds a BS in Accounting from Friends University.

Sam Oglesby – Partner/ Vice President

Sam has spent a majority of his career in restaurant accounting. Sam's most recent experience was with Franchise Services Company which provided outsourced accounting services to the restaurant industry. In the role of Senior Manager at FSC, Sam was responsible of all aspect of accounting services for a wide range of restaurant concepts including Hardee's, Papa Johns, Applebees, Qdoba Mexican Grill, Church's Chicken and others. Prior to FSC, Sam was with Pizza Hut, Inc for 13 years. At Pizza Hut, Inc., Sam most recently held the position of Senior Accounting Manager and was responsible for the financial reporting for 4,500 corporate owned restaurants. Sam also spent 2 years with Ernest and Young, CPA where his focus was Taxation. Sam holds a BS in Accounting from Colorado State University

4. A General Description of the Proposed Project and its Specific Location.

Our building is located 7325 W 33rd N, Wichita. As Profit Builders Inc grows and increases its customer base it is necessary to increase the square footage of our current location for additional employees. The expansion of this building will handle the additional personnel and forecasted growth for our business. Profit Builders, Inc has grown at a rate of thirty to fifty percent each year for the past ten years. We are currently servicing clients in twenty states. In the past three years Profit Builders has added employees at the rate of five to seven per year with expected growth of the same in 2009. The proposed expansion will triple the square footage of the first stage of the building that was completed June 2007.

5. The Dollar Amount of the Bonds Requested.

The total principal amount of the Bonds requested is $1,000,000

6. A Detailed Breakdown of the Estimated Costs

Land and Infrastructure - $90,000

Building - $750,000

Furniture and Fixtures - $30,000

Computer Equipment - $25,000

Computer Software - $30,000

Underwriting Fees - $15,000

Refinancing Costs - $60,000

7. Name and Address of Proposed Counsel to be utilized in Connection with the Issuance of the Bonds.

Bond Counsel

Kutak Rock LLP

1010 Grand Blvd

Suite 500

Kansas City, Mo 64106-2220

Telephone: (816) 502-4665

Attention: Dotty Riley

Applicant's Counsel

Hinkle Elkouri Law Firm LLC

2000 Epic Center

301 N Main St

Wichita, Ks 67202

Telephone: (316) 267-2000

8. A Statement Relative to Ad Valorem Taxes.

   The Applicant does request that the property purchased and constructed with the proceeds of the Bonds be exempted from Kansas ad valorem property and sales taxes

9. Administrative Service Fee Agreement.

   The Applicant agrees to make a payment to the City to reimburse the City for administrative costs in the amount of $2500 per year commencing one year after the delivery of the bonds. In addition, the Applicant will pay all costs of the City relative to the issuance of the Bonds.

10. Brief Statement With Respect to Benefits.

    Profit Builders is estimated to employ 50 full-time equivalent positions at a weighted average rate of $19.25 per hour. The current active positions currently equal 19 positions and the remaining 31 positions will be added within 48 months of the completion of the expansion.

11. Brief Statement Relative to the Effects of the Proposed Expansion on the Ambient Air Quality of the City of Wichita and Sedgwick County.

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

12. A Brief Statement with Respect to Equal Employment Opportunity.

    The applicant will comply with all policies of the City of Wichita with respect to equal employment opportunity.

13. Arrangements for Sale of the Bonds

    A financial institution plans to purchase the bonds.

14. Financial Information

    Please see attached .PDF file of the September 30, 2009 financial statements

To permit Michelle Becker Inc to finalize the financing for the expansion, 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 whereby the City indicates its intent to issue Industrial Revenue Bonds in an amount not to exceed $1 million for the purposes described herein. Applicant respectfully requests that such Letter of Intent be valid for a period of six months.

Applicant is aware that such a Letter of Intent is only an indication of the intent of the City to issue the proposed Bonds to assist in financing the expansion 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 Ordinance, Trust Indenture, Lease Agreement, Guaranty Agreement and other related documents. However, upon issuance of such Letter of Intent, Applicant is prepared to proceed in reliance thereon. Should there be any further questions or information which the City may require in evaluating this application, we will be most happy to discuss such matters.

Respectfully submitted,

Michelle Becker

Michelle Becker

President

7325 W 33rd N., Wichita, KS 67205 | Ph:316.729.7900 Fax:316.721.2732 | www.yourprofitbuilders.com

Agenda Item No. III-3

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Arena Parking Coordination Agreement (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Approve the Agreement

Background: Sedgwick County is finalizing construction of the Intrust Bank Arena, scheduled to open in January 2010. The City and County jointly developed and adopted an amendment of *The Wichita-Sedgwick County Comprehensive Plan* entitled *Arena Neighborhood Redevelopment Plan* to guide the redevelopment of downtown Wichita with the arena as a cornerstone project. The *Arena Neighborhood Redevelopment Plan* recommends a comprehensive approach to downtown parking that locates additional parking on key blocks in order to support private development as well as multiple downtown entertainment venues.

The City executed the inter-local *Coordination Agreement for Intrust Bank Arena Event Parking* (December 16, 2008; revised September 9, 2009) as one step toward implementing the recommendations of the *Arena Neighborhood Redevelopment Plan*. The original agreement provides the County the right of first refusal for use of City-owned parking assets at the State Office Building site (attached map, lots A and B) and the Transit Maintenance site (map lot D) for arena events held during the evening and on weekends. The agreement also provides that the City construct new surface parking spaces on three City-owned properties located near Lewis and Emporia, Waterman and Mead (lot expansion), and Kellogg and St. Francis and also provides the County right of first refusal for use of lots at Lewis and Emporia (map lot C) and Waterman and Mead (map lot D) for evening and weekend arena events. The lot at Kellogg and St. Francis will be used for Arena employee parking.

Per the December 2008 agreement, the County will reimburse the City up to $5 million for actual expenses associated with constructing the new surface parking spaces. Actual expenditures to build the new parking were approximately $3 million leaving a balance of approximately $2 million.

The September 9, 2009, revision to the agreement approved the expenditure of $850,000 from the remaining $2 million in the parking construction budget for the creation of wayfinding signage for the Arena neighborhood.

Subsequent to the execution of the Coordination Agreement, SMG, the Arena operator, contracted for development of a *Downtown Parking and Mobility Management Plan* by Carl Walker Parking, Inc. This plan provides for the next stage of required cooperative actions regarding parking for arena events.

Analysis: The City and County have negotiated the attached *Arena Parking Coordination Agreement* to implement the *Downtown Parking and Mobility Management Plan*. Implementation of the agreement includes the parties' best cooperative efforts to 1) establish parking rates designed to provide sufficient annual revenues to cover the cost of operation and maintenance of parking assets, 2) prioritize the sale of spaces in the parking assets, 3) develop operating procedures for parking assets including safety and security; 4) create a framework for coordinating downtown event parking for multiple venues, 5) ensure sufficient management of the parking assets, 6) review/address parking revenues and

operating/maintenance expenses semi-annually, and 7) provide for County reimbursement to the City of a revenue shortfall for use of parking lots A, B, C, and D for Arena events. The County Commission approved the agreement on November 18, 2009.

Financial Considerations: The *Coordination Agreement for Intrust Bank Arena Event Parking* provides that the City and County will negotiate an agreement for the transfer of revenues from the sale of parking spaces for arena events, with the transfer of revenue providing, at a minimum, sufficient revenue to cover the City's operating and maintenance expenses associated with use of the parking spaces for arena events. Per the attached *Arena Parking Coordination Agreement*, the County will cover any shortfall between gross revenue proceeds from the sale of and the City's actual expenses associated with operating and maintaining Lots A, B, C and D for exclusive use during arena events up to a maximum annual amount of $225,000.

Goal Impact: The *Arena Parking Coordination Agreement* addresses the Efficient Infrastructure and Dynamic Core Area and Vibrant Neighborhoods goals by providing and improving the parking and wayfinding infrastructure in downtown and providing for coordinated efforts regarding downtown parking that will support multiple downtown entertainment venues.

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

Recommendations/Actions: It is recommended that the City Council approve the Arena Parking Coordination Agreement and authorize the necessary signatures.

Attachments: *Arena Parking Coordination Agreement*, map

ARENA PARKING COORDINATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between Sedgwick County, Kansas, hereinafter referred to as "County" and the City of Wichita, hereinafter referred to as "City."

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to K.S.A. 12-2908, as amended; and

WHEREAS, the County and City have agreed a significant aspect of the redevelopment of downtown Wichita is the construction of the Arena, a modern first-class sports and entertainment venue with a 15,000 seat capacity (for basketball) and 20 executive and two party suites designed to provide maximum "fan experience" for all guests; and

WHEREAS, the Arena, located in the center of a revitalizing area of downtown Wichita, the center city of the County, is owned by the County and managed by SMG, a Pennsylvania general partnership hereinafter referred to as the Arena operator; and

WHEREAS, the arena is in an area generally bordered by William on the north, Waterman on the south, the Burlington Railroad Northern-Santa Fe tracks on the east and Emporia on the west; and

WHEREAS, the County and City have adopted the *Arena Neighborhood Redevelopment Plan, November 2007* as an element of *The Wichita-Sedgwick County Comprehensive Plan*; and

WHEREAS, said redevelopment plan establishes a vision, framework, objectives and strategies for the redevelopment of downtown Wichita in the general vicinity of the Arena, all which require cooperative actions by the County and City; and

WHEREAS, the County and City have previously adopted an Interlocal Agreement for Arena Parking Coordination in December 2008, that was the first step in the required cooperative actions; and

WHEREAS, since that agreement was executed, the Arena operator has contracted for the development of a Downtown Parking and Mobility Management Plan by Carl Walker, Inc., with the cost of the plan paid by the Arena operator; and

WHEREAS, this plan provides for the next stage of required cooperative actions regarding parking for Arena events;

NOW THEREFORE, for and in consideration of the parties' mutual promises and covenants, it is agreed as follows:

A. GENERAL TERMS AND CONDITIONS

1. *Novation Intended only as to December 16, 2008 Parking Coordination Agreement*. This agreement replaces the December 2008 Parking Coordination Agreement, as subsequently amended September 9, 2009, and upon the execution of this agreement the City and County acknowledge the December 2008 agreement is no longer in effect, except to the extent any provisions are included or otherwise referenced in this agreement.

   This agreement does not replace or affect any other agreement between the parties except as expressly stated in this agreement, including but not limited to, the Transit Coordination Agreement dated October 13, 2009.

2. *Term*. This agreement is effective between the parties upon execution and will continue in effect on a year to year basis from January 1 to December 31, unless either party provides written notice by at least September 30 of the intent to terminate the agreement as of the following December 31.

3. *Payment of Monies due by any Party*. To the extent any party owes another party to this agreement any monies under the terms of this agreement, the party shall pay the amount due within 30 days of receipt of an invoice from the party the monies are owed, unless the parties agree to an alternative payment method.

4. *Implementation of 2009 Downtown Parking and Mobility Management Plan.* The parties will use their best efforts to cooperate in the implementation of the 2009 Downtown Parking and Mobility Management Plan, including the adoption and implementation of:

   (a) parking rates designed to provide sufficient annual revenues to cover the annual cost of operation and maintenance of the parking assets and to also correlate to existing market pricing conditions as indicated by supply and demand of downtown Wichita parking assets;
   (b) prioritizing of the sale of the spaces in the parking assets;
   (c) operating procedures for the sale of spaces in the parking assets;
   (d) operating procedures for parking assets; security and safety procedures to the extent consistent or as modified to be consistent with City policies and procedures and identified needs;
   (e) officially create a Downtown Parking District with defined boundaries and consolidated parking and mobility management in one city department, including if determined appropriate by the city the appointment of a fulltime downtown parking director;
   (f) establish a framework for coordinating downtown event parking for multiple venues;

(g) ensure sufficient management information is available by improving technology and conducting regular updates of downtown parking supply and demand data; and
(h) any other recommendations in the plan as appropriate.

5. *Continued Implementation of the Parking and Mobility Master Plan Downtown Wichita, Kansas, August 3, 2007*. The parties agree that the *Parking and Mobility Master Plan Downtown Wichita, Kansas, August 3, 2007*, to the extent not modified by the 2009 plan, continues to be a necessary part of addressing downtown Wichita parking and mobility and should be used as appropriate in developing and implementing a Parking and Mobility Master Plan for downtown Wichita.

6. *Notice Regarding Projected Parking Demand for Events*. For events occurring on weekends or in the evening, the following notice provisions apply. Events occurring on weekdays are addressed in Paragraph A.14.

   a. *Right of First Refusal for Certain Lots*. The parties agree that all sales of spaces in Lots A, B C and D are to be made available to the Arena operator with the right of first refusal for any Arena event for the exclusive use by guests of the arena. The Arena operator will notify the City in writing of its intent to sell these spaces in these parking assets. The Arena operator and City may modify the right of first refusal by separate agreement.

   The County agrees to cover any shortfall between gross revenue proceeds from the sale of and the City's actual expenses associated with operating and maintaining Lots A, B, C and D for exclusive use during arena events up to a not to exceed amount of $225,000, notwithstanding the provisions of Section 11.

   b. *Arena Operator Request to Sell Spaces in Other Lots Owned, Leased or Otherwise Controlled by the City*. The Arena operator may also notify the City in writing of expected demand for other parking assets owned, leased or otherwise controlled by the City that the Arena operator would be able to sell spaces in. The City may consent to the sale of spaces by the Arena operator in these additional lots for exclusive use by guests of the arena.

7. *Revenues from Sale of Parking Assets*. City and the Arena operator will separately negotiate how revenue from the sale of the spaces in the parking assets will be remitted to the City. The Arena operator will be allowed a reasonable administrative fee for the processing and handling of the sale of spaces in those parking assets.

8. *Control of and Operation of Parking Assets*. The County and the Arena operator will be solely responsible for the operation of parking assets on the Arena site or on property owned, leased or otherwise controlled by the County or the Arena operator. The operation of all other identified parking assets will be the

responsibility of the City, its parking manager or other entity owning, leasing or otherwise controlling the parking asset.

9. *Independent Agreements with Other Persons.* The parties are free to negotiate independent agreements with each other or other persons regarding downtown and Arena parking related matters, including but not limited to an agreement by the City with any person or entity to manage, operate and collect revenue for any city owned, leased or otherwise controlled downtown parking assets. The parties agree that any independent agreement entered into will not impair the rights of any party to this arena parking coordination agreement, without the assent of that party. County-owned parking will be treated as privately owned lots; will go into the pool of lots and be operated as other private lots for arena events.

10. *Use of City Transit Assets to the Extent Permitted by Law.* City and County have addressed the expansion of operating times and use of the "Q line" as the "Downtown Circulator" with headway time estimated to be no greater than 30 minutes, by separate agreement with supplemental funding provided by the County. The Arena operator may also separately negotiate agreements with the City to use transit related assets, if permitted by law, for Sunday events or for shuttle services related to large events when necessary or otherwise appropriate.

11. *Mid-year and Annual Review.* The parties will meet to review parking revenues and operating/maintenance expenses on or about July 1 of each year (the mid-year review) for events occurring during the review period to determine if the annual gross revenues for that year are on track to cover annual operating/maintenance expenses.

    If the review indicates revenues for that year may not cover annual operating/maintenance expenses for that year (a shortfall), the parties will negotiate a solution to enable the operation and maintenance of downtown parking assets related to Arena events to be approximately revenue neutral, including but not limited to:

    (a) repricing of the sale of spaces in the parking assets for the remainder of the year;
    (b) contributions from the parties or other sources;
    (c) any other potential revenue opportunities; and/or
    (d) termination or renegotiation of this agreement.

    The parties will meet on or about April 1 of each year (the annual review) to review projected parking revenues and operating/maintenance expenses for the following year in anticipation of renewal of the agreement.

    The parties may meet at other times during the year as necessary to address projected revenue and expense issues that arise during the year.

12. *Recognition that Private Sector Assets are Available for Arena Event Parking, Transit and Mobility.* The parties acknowledge that the private sector has parking, transit and mobility assets that are an important component of the success of downtown and Arena parking, transit and mobility. For certain events occurring at the Arena that are contemporaneous with other events in the downtown and surrounding areas that may result in existing downtown parking, transit and mobility assets being insufficient to handle demand for the events, the private sector's assets may be necessary, including but not limited to shuttle service to remote (outside of the downtown area) parking locations. The Arena operator may separately contract with private sector operators when necessary to handle parking, transit and mobility for those events.

13. *Americans with Disabilities Act Considerations.* The parties hereby commit to meet both the letter and the spirit of the Americans with Disabilities Act (the ADA) considerations regarding parking, transit and mobility for Arena events. The parties will work with the Wichita-Sedgwick County Access Advisory Board to ensure this commitment is met. The parties have already identified and dedicated sufficient parking for Arena events that exceeds the minimum requirements of the ADA. Additional parking that meets ADA requirements or demand may be necessary for certain events, in which case the parties will identify, publicize and temporarily sign or mark the additional required parking for ADA guests of the Arena. The City will enforce ADA parking compliance on the identified lots and the Arena operator will enforce ADA compliance for ADA parking spaces on the Arena Site.

14. *Parking, Transit and Mobility for Weekday Events.* This agreement primarily addresses parking for Arena events occurring in the evening, on weekend days and on holidays. Arena events will also occur on weekdays during weekday workforce parking times. The parties acknowledge that assets identified in this agreement, including but not limited to Lots A and B may not be available at all, or to the extent available in the evenings, on weekends or on holidays. Parking, transit and mobility for weekday events will be addressed on an event by event basis, depending on the size of the projected attendance of the event, the type of the event, the time of the event and other factors such as contemporaneous events occurring in the downtown area.

15. *No Third Party Beneficiary Rights Implied in this Agreement.* The parties agree that this agreement is not intended to imply any rights of third parties are created by execution of this agreement.

B. COUNTY REIMBURSEMENT FOR CERTAIN EXPENSES

1. The previously agreed commitment by the County in the December 2008 agreement, as amended, to reimburse the City up to $5,000,000 for actual expenses associated with the acquisition, design, and/or construction of parking assets; and, the actual cost of constructing all of the wayfinding improvements for

the arena continues in effect. Said reimbursement of City expenses by the County may also include reimbursement of actual expenses for improvements to existing parking assets referenced in this agreement if the City and County agree that such improvements are necessary for the parking assets to be used to support arena events. The final cost of the wayfinding improvements for the arena will be determined through the City's standard solicitation process for construction services and will be mutually agreed to by the City and County prior to the City entering into a contract for construction services.

C. SPECIFIC PARKING ASSETS

1. *State Office Building Parking*. The parties have identified two specific lots associated with the State Office Building that may be available for Arena events parking: Lot A is the State Office Building Parking Garage, and Lot B is the State Office Building surface parking lot, as further identified on the map attached as Appendix A to this agreement.

2. *City Owned Parking Assets*. The parties have identified two other specific lots to be used for Arena event parking, Lots C and D as identified on Appendix A.

3. *Other Identified City Owned Parking Assets*. The parties agree that until such time that the City relocates the Building Maintenance Division from 500 E. Lewis that 60 spaces in Lot C will be dedicated for use by the City and will not be available to the Arena operator for Arena events.

D. DEVELOPMENT OF FUTURE ADDITIONAL PARKING ASSETS

1. *Redevelopment of Downtown and Reduction of Current Parking Assets*. The City and County agree that as redevelopment occurs downtown, such as but not limited to the redevelopment of Lot B or Lot C, some current parking assets may no longer be available; and also redevelopment may lead to increased parking demand in the downtown area. When such redevelopment occurs that affects the availability of parking assets for Arena events, the parties agree to work together to address any resulting necessary modifications in handling parking, transit and mobility for Arena events.

2. *Use of Center City South Redevelopment Tax Increment Financing District Funds for Future Parking Assets*. The City has provided for the use of up to $10,000,000 in Center City South Redevelopment Tax Increment Financing for replacing parking assets lost due to redevelopment.

3. *Additional Parking Assets*. The parties acknowledge that additional parking assets should be developed within reasonable walking distance of the Arena. The parties agree to negotiate in good faith regarding the development of subsequent parking assets including the availability of any subsequent City owned, leased or

otherwise controlled parking assets that may be identified during the term of this agreement.

4. *Design and Construction of Additional Parking Assets*. The design and construction of additional parking assets should be in a manner generally consistent with the design guidelines recommended by the *Arena Neighborhood Redevelopment Plan*.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

_____
KELLY PARKS
Chairman, Fourth District

ATTEST:

_____
KELLY ARNOLD
County Clerk

APPROVED AS TO FORM:

_____
ROBERT W. PARNACOTT
Assistant County Counselor

THE CITY OF WICHITA, KANSAS

_____
CARL BREWER
Mayor

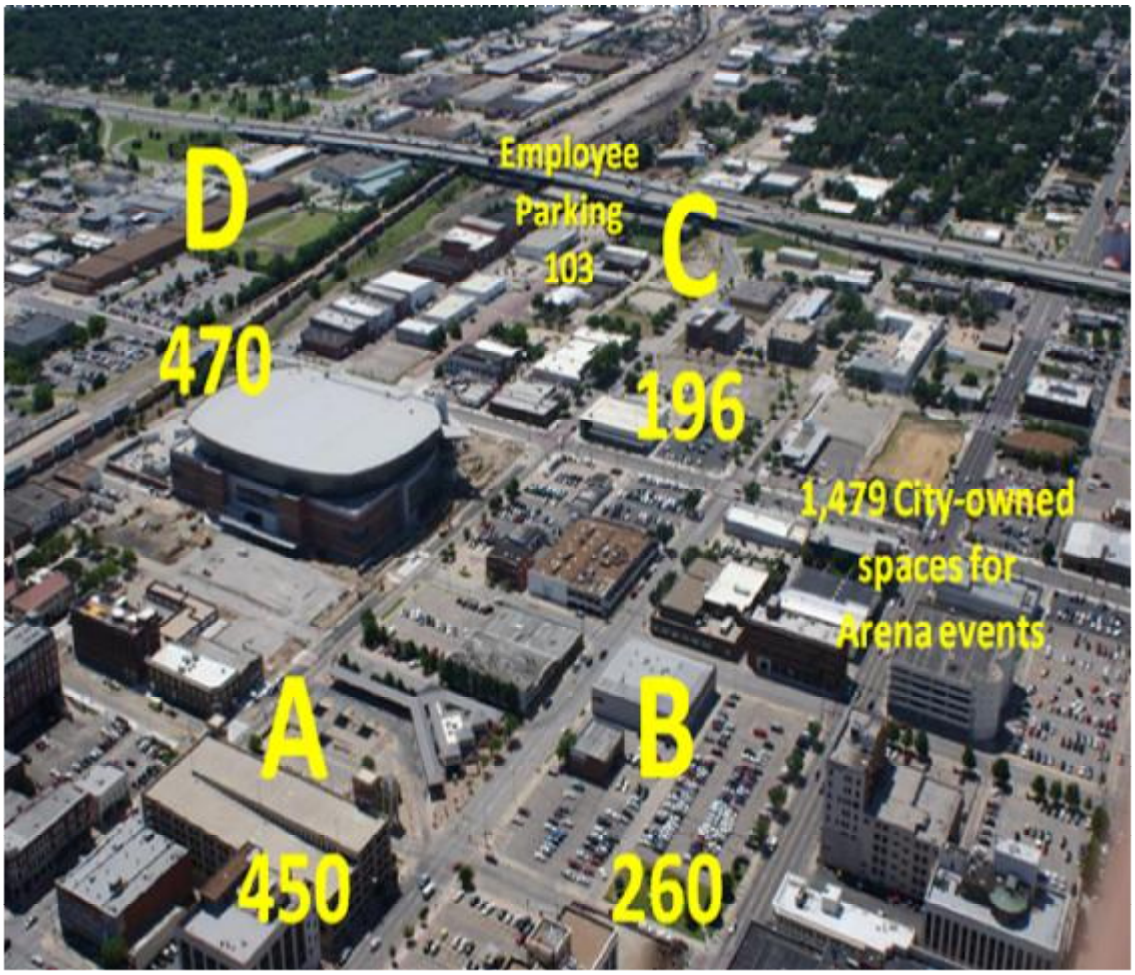
ATTEST:

_____
KAREN SUBLETT
City Clerk

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
City Attorney

Appendix A - Map of City-Owned Arena Parking Assets



City of Wichita Arts Council
City Council Meeting
December 1, 2009

TO:	Mayor and City Council
SUBJECT:	Contract Renewal: Go Wichita Convention & Visitors Bureau and Contingency Fund Use to Promote Conventions and Events by Go Wichita (All Districts)
INITIATED BY:	Division of Arts & Cultural Services
AGENDA:	New Business

Recommendation: Approve renewal of the contract with Go Wichita Convention and Visitors Bureau and the Convention Promotion Contingency Allocation for fiscal year 2010.

Background: Fiscal year 2009 brought several successes to Go Wichita Convention & Visitors Bureau (Go Wichita). Go Wichita will exceed its primary goal of securing 110,000 convention room nights by 5% (115,000 forecast) and will generate motorcoach overnight tours and day trips in excess of 2,200 room nights and 2,500 passengers, respectively. Meetings hosted during 2009 brought an economic impact of $46 million to the local economy and room nights secured for future years represent a future economic impact of over $41 million. Go Wichita also successfully hosted national conventions such as the American Guild of Organists Region VI Convention, the Kansas Wheat Commission's National Festival of Breads and the Fall Technical Conference for the Society for the Advancement of Material and Process Engineering. Membership and private sponsorship dollars collected in 2009 should reach the goal of $300,000.

During 2009 Go Wichita has rebranded itself with a new name, logo and Wichita area advertising and marketing campaign. Go Wichita advertising included regional television and radio advertising as well as placing advertisements in magazine publications such as Midwest Living, AAA and Good Housekeeping and on websites that correspond with the print advertising. Go Wichita continued to update its website and use it as a marketing tool with various promotions such as "Go Deals" and the "Wichita Skeptics" promotions. Go Wichita has also implemented the use of social networking web sites and currently has a following of nearly 1,500 Facebook fans.

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 as part of the Tourism and Convention Fund in the annual budget. It is earmarked to fund special activities as deemed appropriate by Go Wichita to approach City Council for approval. The dollar amounts for each event reflect committed financial support of that event. After reviewing with City staff, Go Wichita presents the attached 2010 Sponsorship list of $150,000 contingency funding request to support Go Wichita's efforts to sponsor a variety of events as outlined.

Analysis: The Contract for the current fiscal year was negotiated with City staff and representatives from Go Wichita Convention and Visitors Bureau. The results are a proposed 2010 contract with performance goals for Go Wichita outlined in "Exhibit B." Exhibit B includes relevant and measurable goals in a performance matrix format. Go Wichita continues to strive to exceed its base goals while working to secure larger conventions approximately every 5 years.

Financial Consideration: The 2010 Adopted Budget includes funding for Go Wichita's annual allocation in the amount of $2,121,390 from the Tourism and Convention Fund. The Tourism and Convention Fund revenues are generated from a 6% transient guest tax on hotel and motel rooms in Wichita. The City agrees to advance the Bureau $176,782.50 each month.

The Tourism and Convention Fund will also finance an additional payment of up to $100,000 to Go Wichita, as a dollar for dollar match for private funds the Bureau raises in 2010 exceeding its baseline goal of $200,000. The Convention and Promotion Contingency funding of $150,000 is also allocated in the T&C Fund to support Go Wichita's sponsorships of conventions and events.

Goal Impact: This project will impact "Economic Vitality," due to Wichita's economic development having a direct correlation to the vitality and success of the tourism and service industries. "Quality of Life" will also be impacted as Go Wichita helps promote attendance at various cultural attractions and events.

Legal Consideration: The contract has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the City Council approve the renewal of the 2010 Contract with Go Wichita Convention and Visitors Bureau and Go Wichita's 2010 Sponsorships request, and fund them from the 2010 Adopted Budget allocations within the Tourism and Convention Fund.

Attachment:

1. The 2010 Contract with Go Wichita including Exhibit A and Exhibit B.
2. The 2010 Sponsorship funding list of conventions and events.

Go Wichita Convention & Visitor Bureau

2010 Sponsorships - Convention & Promotion Contingency

Event Sponsorships		
Wichita Flight Festival	$	5,000
	$	5,000
National Sponsorships		
73rd Bomb Wing	$	1,000
Ad Valorem Taxation Conference	$	1,500
Other National Sponsorships	$	42,500
Black Top Nationals		
Council of Engineering and Scientific Society Executives		
Grain Elevator And Processing Society		
GTO Automobile Association International Show and Meet		
Society of Automotive Engineers International		
Society of Decorative Painters		
	$	45,000
Regional Sponsorships		
Equifest	$	300
Midwest Catholic Family Conference	$	2,000
Other Regional Sponsorships	$	4,100
	$	6,400
State Sponsorships		
Kansas Farm Bureau	$	250
Kansas Housing Resource Corp	$	1,000
Other State Sponsorships	$	1,750
	$	3,000
Sports Sponsorships		
Johnny Bench Award Banquet	$	1,000
Wichita Open	$	3,000
Region VI Sports	$	5,000
Woody Austin Golf Tournament	$	2,500
Other Sports Sponsorships	$	24,450
	$	35,950
New Requests	$	34,650
City Reserved Amount	$	20,000
Total	**$**	**150,000**

EXHIBIT B

Go Wichita Convention & Visitors Bureau
2010 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:

- The Wichita area has over 3 million annual visitors
- Over $356 million is generated in direct expenditures from individuals outside of the four county MSA
- 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
- There are over 13,000 tourism related jobs in the Wichita area (4.7%)

Note: Delegate Agency is in the process of updating research information

OBJECTIVE #1: The Delegate Agency will generate convention/meeting and travel trade business for Wichita.

1. Convention Sales Future Bookings (Conventions booked from Jan 1-December 31, 2010)

   2010 Goal: Generate 120,000 room nights

	2005	2006	2007	2008	2009 (Forecast)	2009 Goal	2010 Goal
Room Nights Secured:	102,072	111,289	106,071	111,908	115,000	110,000	120,000
Summation of Bookings:	546,340						
Benchmark (5 yr avg.):	109,268						

2. Tourism Sales Bookings (Tours hosted from Jan 1-December 31, 2010).

a. Motorcoach Overnight Tours:

2010 Goal: Generate Motorcoach overnight Tours utilizing a total of 3,200 room nights

	2005	2006	2007	2008	2009 (Forecast)	2009 Goal	2010 Goal
Motorcoach Room Nights Secured:	1,546	2,922	1,877	1,487	1,200	1,600	1,600
*Performance Group Room Nights Secured:				1,600	1,000	1,600	1,600
Total Room Nights Secured:	1,546	2,922	1,877	3,087	2,200	3,200	3,200
Summation of Bookings:	11,632						
Benchmark (5 yr avg.):	2,326						

* 2008 is the first year we have tracked/serviced this market segment.

b. Motorcoach Day Trips:

2010 Goal: Generate Motorcoach Day Trips for a total of 4,000 passengers

	2005	2006	2007	2008	2009 (Forecast)	2009 Goal	2010 Goal
Day Trip Passengers:	4,904	5,124	3,105	4,781	2,500	4,000	4,000
Crown Uptown - Church Basement Ladies performance				1,584			
Day Trip Passengers net of Large Bookings:	4,904	5,124	3,105	3,197	2,500	4,000	4,000
Summation of Typical Passengers:	18,830						
Benchmark (5 yr avg.):	3,766						

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
2010 Goal: 4,200,000 viewer impressions

	2007 Viewers	2008 Viewers	2009 Viewers Forecast	2009 Viewers Goal	2010 Viewers Goal
Kansas Ads:	6,686,920	20,606,643	33,000,000	25,000,000	33,000,000
Wichita Specific Ads:			4,195,000		4,200,000

Note: Go Wichita participates in the Kansas Travel & Tourism (KST&T) co-op television advertising campaign. In 2009, KST&T originally planned to advertise in Kansas City, Oklahoma City, Tulsa, Springfield, Columbia, Lincoln and Omaha, but added Minneapolis St. Paul and St. Louis when three additional Kansas cities bought into the coop. As a result of these additional buys, 2009 actual viewers exceeded the goal. Go Wichita assumes that these additional buys will continue and is including them in the goal for 2010. Traditionally we have tracked all of the Kansas television ads as a whole. Beginning in 2009 we have tracked both the ads as a whole as well as the Wichita Specific ads.

2. Increase regional and statewide billboard impressions
2010 Goal: 30,000,000 impressions

2006 Impressions	2007 Impressions	2008 Impressions	2009 Impressions Forecast	2009 Impressions Goal	2010 Impressions Goal
83,637,098	122,838,560	130,240,734	67,500,000	123,000,000	30,000,000

Note: During 2009, as part of the new advertising campaign, the billboard campaign was evaluated with our advertising agency and the number of billboards was reduced.

3. Increase quality national, regional and statewide print advertising impressions
2010 Goal: 12,000,000 impressions

2006 Impressions	2007 Impressions	2008 Impressions	2009 Impressions Forecast	2009 Impressions Goal	2010 Impressions Goal
7,325,629	14,423,930	12,726,221	15,325,170	15,000,000	12,000,000

Note: In past years, when reporting print impressions, online advertising has been combined with print advertising. In 2010 we will report online advertising as a separate category.

4. Increase online advertising impressions
2010 Goal: 6,000,000 impressions

2010 Impressions Goal
6,000,000

Note: Online advertising impressions is a new category that will be tracked beginning in 2010.

5. Increase state and regional radio impressions
2010 Goal: 1,000,000 Impressions

2008 Impressions	2009 Impressions Forecast	2009 Impressions Goal	2010 Impressions Goal
903,100	709,000	1,000,000	1,000,000

Note: Go Wichita participated in the Kansas Travel & Tourism co-op radio campaign.

6. Increase website page views and visits
2010 goal: 600,000 visits 3,500,000 Page views

	2008	2009 Forecast	2009 Goal	2010 Goal
Page Views	2,541,576	2,200,000	3,000,000	3,500,000
Visits	406,554	400,000	500,000	600,000
Interactive VG visits	3,091	3,200	3,500	4,000

7. Increase number of "story pitches" with national and regional media & travel writers
2010 Goal: 36 story pitches

2010 Goal
36

Note: Traditionally, all media and travel writer contacts have been tracked in the same category regardless of the reason for contact. Beginning in 2010, as part of our marketing objective (objective #2), Go Wichita will track "story pitches" made to national and regional media & travel writers instead of contacts with media and travel writers. This includes all media outside of the local Wichita area as well as all travel writers. Local Media responses will be tracked separately under objective #3.

Contacts with media/travel writers

	2006 Contacts	2007 Contacts	2008 Contacts	2009 Forecast	2009 Goal
Local	494	185	306	100	275
Regional/ National				200	
Total	494	185	306	300	275

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 (Customer Service Professional - CSP)

	2005	2006	2007	2008	2009 Forecast	2009 Goal	2010 Goal
Sessions	3	7	6	6	2	8	8
Participants	33	129	74	119	25	150	150
Certifications	11	40	21	29	25	50	50

Note: In order to update the program, CSP training was suspended for a portion of 2009.

2 Local Media Responses

2010 Goal
50

Note: Local Media Responses (LMR) is a new category that will be traced beginning in 2010. LMR are responses to the local Wichita area media on various tourism related issues.

OBJECTIVE #4: The Delegate Agency will provide film and production crew assistance.

2006	2007	2008	2009 Forecast	2009 Goal	2010 Goal
45	57	61	30	60	40

Note: Go Wichita has traditionally tracked the number of leads for film and production crew assistance. In 2010 we will track responses to leads.

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

2010 Goal: **$160,000** of in-kind contributions from hospitality industry partners to augment the Delegate Agency's marketing efforts

	2005	2006	2007	2008	2009 (Forecast)	2009 Goal	2010 Goal
In-kind Donations:	$ 114,576	$ 192,842	$ 172,033	$ 105,889	$ 100,000	$ 160,000	$ 160,000
Less Extraordinary Media Gifts:		$ (84,175)					
Typical Gift value:	$ 114,576	$ 108,667	$ 172,033	$ 105,889	$ 100,000	$ 160,000	$ 160,000
Summation of Typical Gift value:	$ 601,165						
Benchmark (5 yr avg.):	$ 120,233						

2. Cash Contributions
2010 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.

	2005	2006	2007	2008	2009 (Forecast)	2009 Goal	2010 Goal
Private Revenues:	$ 228,220	$ 264,724	$ 317,154	$ 304,912	$ 300,000	$ 300,000	$ 300,000
Summation of Private Revenue:	$ 1,415,010						
Benchmark (5 yr avg.):	$ 283,002						

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

2010 Operating Budget

2010 Approved Budget	$ 2,121,390
Monthly Advance	$ 176,782.50

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 1/12th of the approved Operating Budget 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.

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 2009 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.

WICHITA CONVENTION AND TOURISM BUREAU, INC.

THIS CONTRACT entered into this December 1, 2009 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, 2010.

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 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 $2,221,390, unless modified as provided herein.

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
2010 Convention and Promotion Contingency

IN WITNESS WHEREOF, the parties have executed this contract on the December 9, 2008

THE CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

DELEGATE AGENCY

_____
John Rolfe, President/CEO
Wichita Convention & Tourism
Bureau, Inc. d/b/a Go Wichita
Convention &Visitors Bureau

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

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 supplies 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 there under.

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, Vietnam Era Veteran or Special Disabled Veteran 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. Exempted from these requirements are: (State of Kansas)

1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds.

2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.

3. Contracts with the City of Wichita with a cumulative total of five thousand dollars ($5,000) or less during the fiscal year of the City.

D. Provisions 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 observe the provisions of the Code of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or marital status. 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 Rights and Services Board of the City of Wichita, Kansas, "Civil Rights and Services" 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, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase that is deemed acceptable by the "Wichita Civil Rights and Services Board";

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations and the orders issued by the Board pursuant thereto, and will permit access to books, records and procedures concerning employment relations by the "Civil Rights and Services Board" 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 Board 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 initiated against such vendor, supplier, contractor or subcontractor;

4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination – Equal Employment Opportunity under a decision or order of the "Civil Rights and Services Board" of the City of Wichita, Kansas, which has become final, 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 of Wichita, and such other sanctions and remedies may be imposed as provided by law;

5. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 4 inclusive, of this present section in every subcontract, sub purchase order or sub agreement so that such provisions will be binding upon each subcontractor, sub vendor or sub supplier.

E. Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement which is covered by the provisions of Section 2.12.908 of the Code of the City of Wichita, Kansas, shall prior to entering into such contract, purchase order or agreement, submit to the "Civil Rights and Services Board" of the City of Wichita, Kansas, a preliminary report on forms provided by the Board concerning Non-Discrimination – Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:

a. 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.

b. The provisions of Section 2.12.908 shall not apply to 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.

c. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instructions included with the preliminary report for review, evaluation and acceptance prior to a contract, purchase order or agreement award.

F. Failure of any contractor, subcontractor, vendor or supplier to report to the "Kansas Human Rights Commission" as required by K.S.A. 1976 Supp. 44-1031, as amended, or to the "Civil Rights and Services Board" of the City of Wichita as required by 2.12.908, of the Code of the City of Wichita, Kansas; or being found guilty of a violation of the City's Ordinances, State Statutes, or Federal Statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Lease of West Side Athletic Field to Friends University. (District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the lease.

Background: Over the past several months, Park and Recreation staff has worked with the Friends University Athletic Department to negotiate a lease of the West Side Athletic Field, grandstand and concession stand. The lease will form a partnership between the City of Wichita and Friends University for use and maintenance of the field.

Analysis: The lease agreement is for a period of five years, with three additional five-year options. The annual lease rate is $1.00. Friends University will be responsible for all maintenance of the facilities, which includes, but is not limited to, mowing, irrigation costs and field preparations. The Park and Recreation Department will continue to have access and program the field, at no cost, for its Summer Baseball Leagues and other programs which do not conflict with the Friends University baseball schedule.

Friends University will have access of the grandstand and concession stand during their season. Friends University is also granted the right, subject to staff approval, to place appropriate permanent signage at the facility.

Financial Consideration: The Park and Recreation Department will save on average of $25,000 per year of general fund money through this lease due to reduced expenditures for maintenance of this field.

Goal Impact: The lease will improve quality of life and sustain vibrant neighborhoods.

Legal Consideration: The lease has been prepared by the Law Department and is approved as to form.

Recommendation/Actions: Approve the lease of West Side Athletic Field to Friends University.

Attachment: Copy of lease agreement.

LEASE AGREEMENT
Between
The City of Wichita, Kansas
Department of Park and Recreation
And
Friends University

A. Effective _____ , the City of Wichita (hereinafter "City") agrees to lease to Friends University (hereinafter "Lessee"), for Lessee's exclusive use, the West Side Athletic Field (WSAF) baseball field, located at 571 N. McLean Blvd., and the adjoining grandstand and concession stand (collectively, the "Premises"), as shown on Exhibit A attached hereto. Additionally, the City, for no additional charge or rent, hereby grants to the Lessee (i) the non-exclusive right to access to the Premises over and across any and all roadways, driveways, parking areas and walkways associated with the Premises and the WSAF area; (ii) the non-exclusive right for Lessee, its players, invitees, licensees and agents to park on the parking facilities located within the WSAF; (iii) the non-exclusive right, between September 15 and April 15, to access and use the all-season restrooms located in the "pod" at WSAF; and (iv) the right to use and access an area of approximately 25 feet by 30 feet ("Storage Area") located within the City's maintenance yard near the baseball field's leftfield fence for the storage of Lessee's equipment (including, without limitation, its batting practice tunnel and pitching screen), and Lessee shall be entitled to construct a fence and locking gate around the such Storage Area. Lessee shall manage and maintain of the baseball field within the Premises and schedule the operation of the concession stand as Lessee deems appropriate. The term of the Lease will extend for 5 years and include three (3) 5-year renewal options. The annual lease rate will be $1.00 per year, and other terms of the Lease include the following:

1. Facility Usage

The Premises shall be used mainly for purposes of youth, college and adult baseball programs, including league and tournament play, practices, camps, clinics and programs of instruction. Where possible, the Lessee, in its sole discretion, may expand facility use to include other athletic activities for citizens of all ages. Such expanded activities shall be consistent with the use of the Premises as a baseball field. The Lessee shall, in its use of the Premises, comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to WSAF or to any adjoining, public ways including those concerning abatement, treatment or prohibition of nuisance, littering, graffiti, trash, refuse, debris, garbage, noise or odors.

A. All real property improvements made to or constructed on the Premises during the initial or renewal term(s) shall immediately thereupon be and

become the property of the City, and shall be deemed a portion of the property subject to the Lease.

B. The City, for itself, its duly authorized representatives and agents, reserves the right to enter the Premises at all reasonable times during business hours throughout the initial term and any renewal terms under the Lease for the purpose of (a) examining and inspecting the same, (b) performing such work made necessary by reason of Lessee's default under any of the provisions of this Lease, and (c) while an event of default is continuing hereunder, for the purposes of exhibiting the Premises to prospective managers, or lessees. The City may, during the progress of said work mentioned in (b) above, store on the Premises (although not on the baseball field), at the City's sole risk, all necessary materials, supplies and equipment and shall not be liable for any necessary inconveniences, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of any such materials, supplies and equipment.

C. Damage and Destruction. (a) If, during the initial term or an extended term of the Lease, the improvements on the Premises are damaged or destroyed, in whole or in part, by fire or other casualty, Lessee shall promptly notify the City in writing as to the nature and extent of such damage or loss. (b) If the City determines that such rebuilding, repairing, restoring or replacing is practicable and desirable, the City shall forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing at its sole cost and expense. During the period of any such repair, restoration or replacement, the City shall use reasonable efforts to provide Lessee with access to other City-owned baseball fields for its use, at no additional cost to Lessee. (c) If the City shall determine that rebuilding, repairing or restoring or replacing the damaged improvements is not practicable and desirable, the City shall use reasonable efforts to provide Lessee with access to other City-owned baseball fields at no additional cost to Lessee, for the remainder of the then current baseball season (if such damage or destruction occurred during the season) or for the upcoming season, if such damage or destruction occurred after the completion a season during the term of this Lease, and the Lease shall thereupon terminate and Lessee shall tender possession of the Premises to the City.

D. City Use of Facility. In consideration for Lessee's use of the facility, the City reserves the right to use, without payment, WSAF baseball field, for City-sponsored baseball leagues and groups serving disadvantaged populations. City's use of WSAF baseball field shall be subject to the following guidelines:

1. City's use of the field shall be coordinated with Lessee and is not intended to displace Lessee's activities during the seasonal year that has been previously scheduled, or any rain-out make-up dates, which shall, in all cases, have priority. Such use shall not include the concession stand, any storage areas under the grandstand, or the restrooms under the grandstand.

2. City shall be permitted usage for summer baseball league games normally scheduled during the months of June and July. The City shall be responsible for all scheduling related thereto and shall communicate with Lessee the dates of any such games.

3. City shall be required to provide not less than 30 days written notice to Lessee of its requested dates.

4. City will be responsible for all field preparations and field repairs as a result of City–sponsored and City-approved usage and programming. The City shall be responsible for providing all baseball equipment (i.e., bases, etc.) and all field preparation supplies and equipment (i.e., field dry, line chalk, chalk machine/spreader, etc.), and shall ensure that Lessee's baseball equipment and field preparation supplies and equipment are not used.

5. Additionally, the City will be responsible for all clean-up of the Premises and adjoining grounds following any City-sponsored and/or City-approved usage.

2. Lessee's Duties

A. Lessee shall be responsible for all maintenance to include but not limited to, mowing, trimming, fertilizing and irrigation system of WSAF baseball field. The City, because it has possession and control of the irrigation system, will permit Lessee to schedule any irrigation at the Premises and will cooperate with Lessee to ensure that any programming of the irrigation system for the baseball field corresponds with Lessee's need. Lessee shall also be responsible for field preparation for Friends University games, programs and activities. Lessee shall use Friends University equipment and supplies, to include but not limited to: mowers, fuel, fertilizer, field dry, chalk, etc., for care and maintenance of the baseball field.

B. Except as otherwise provided herein, Lessee, at its sole expense, shall, by itself and/or by third parties employed or contracted by it, keep and maintain the Premises and the fixtures and appurtenances thereto in a clean and sightly condition, free of trash, debris and obstruction; and mow and trim all natural

growth when necessary. The City of Wichita will be responsible for mowing outside the outfield fence area.

C. Lessee, at its sole expense, shall, by itself and/or by third parties employed or contracted by it, maintain, keep and repair the interior and exterior of the Premises, keeping the same in proper condition but not limited to, replacement of all broken glass, painting and repair and maintenance of the concession stand, and the portions of the irrigation systems within the Premises. Lessee shall be responsible for all litter and trash disposal, and shall coordinate with the City the trash removal so that the same can be done as efficiently as possible. Lessee shall be responsible for the maintenance of all baseball equipment and materials and general maintenance of field lights to include the purchase and changing of light bulbs. Lessee shall similarly assume responsibility for maintenance and repair of any future improvements made to the facility by Lessee or with Lessee's consent, including but not limited to construction of bleachers, lighting and additional fencing.

D. Lessee shall not permit any mechanic's liens or other similar liens to attach to the Premises for any work done by, for, or at the request of Lessee. Notwithstanding the foregoing, Lessee shall have the right to contest any such mechanic's lien or other similar lien, if within thirty (30) days as stated above, it notifies the City in writing of its intention to do so and provided that Lessee diligently prosecutes such contest at all times and effectively stays or prevents any official or judicial sale for the Premises by the posting of any necessary surety funds. Lessee agrees to satisfy any final judgment adjudging or enforcing such contested lien claim and thereafter to promptly procure record release or satisfaction thereof.

E. Lessee may not mortgage or otherwise pledge or encumber its interest in the Lease, and may not sublease or assign its interest in the Lease, without the prior written consent of City, which the City may grant or decline to grant in its absolute discretion. An attempt by the Lessee to take such action without City approval shall cause the immediate termination of the Lease.

F. Lessee shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Premises as Lessee from time to time may deem necessary or advisable, consistent with the permitted uses of the Premises under the Lease; provided, however, except as provided in subparagraph G below, Lessee shall not make any major addition, change or alteration which will adversely affect the intended use or structural strength of improvements on the Premises. All additions, changes and alteration made by Lessee pursuant to the authority of this article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto (b) when commenced, be prosecuted to completion with due diligence. The City hereby agrees to permit Lessee to construct gates within the perimeter fence of baseball field of such size to permit the passage of Lessee's batting tunnel and other moveable equipment.

G. Lessee shall not make any major additions, change or alteration to any existing building or structure on the Premises without written permission from the City's Parks and Recreation Department, which permission shall not be unreasonably withheld, conditioned or delayed. Lessee shall be permitted to install such signage at the Premises as may be consented to by the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any signage that is installed at the Premises shall be in conformity with all applicable laws, codes and ordinances. All requests for permission to construct any major additions, changes, or alterations or for consent to signage, must be submitted in written form to the Director of Parks and Recreation.

H. Lessee shall be responsible for all organizational aspects of Lessee's instructional activities, leagues, tournaments and special events.

I. Lessee shall be responsible for the authorization, organizations and supervision of concessions and food sales, if any, associated with the Premises. Lessee shall receive all revenue from concessions sales. All authorized vendors will adhere to all City contracts, and comply with all applicable City, County, State and Federal licenses and guidelines. Nothing contained herein shall obligate Lessee to operate the concession stand, such operation being solely at Lessee's discretion and convenience. Lessee shall be permitted to have third parties operate the concession stand provided that the same adhere to the provisions of this subparagraph I and other relevant portions of the Lease.

J. Notwithstanding any other provision of this Lease, Lessee shall not have any obligation to replace any structure or equipment located at the Premises, unless Lessee shall have damaged or destroyed the same. City shall be responsible for all such replacements.

K. The electricity serving the Premises is separately metered from the other portions of WSAF. Lessee shall be responsible for the payment of the charges for such electricity consumed at the Premises; provided, however, that any electricity consumed at the Premises during the period of time that the Premises is used by the City or for City sponsored programs, including the summer adult baseball league, the City shall be responsible for the payment of such electricity charges.

L. The City shall provide the water for the watering of the baseball field at the Premises free of charge to the Lessee.

3. Terms and Renewal

A. The City by and through its designated representative and Friends University representatives shall, within 10 days of the date this agreement is executed, conduct a walk-through and inventory review of the Premises site to inspect the grounds, turf, improvements, buildings, irrigation systems, parking lot and fences. The City shall be provided a list of all items in need of repair as of the date of the

walk-through. The City shall have 30 days to make the itemized repairs. The cost of such repairs shall not exceed $5,000.00 . Should the City fail to make the repair(s) within the 30 days following delivery of the itemized needed repair(s) list, Friends may declare this agreement null and void.

B. If Lessee desires to exercise its option to extend the lease, it must provide the City with notice not less than 90 days prior to the expiration of the initial term (or the then current renewal term, as the case may be).

In the event either the City or Lessee shall breach any term or condition of this Lease, the non-breaching party shall give written notice specifying such breach to the breaching party, and the breaching party shall have 30 days following its receipt of such written notice in which to cure such breach, unless the breach is such that it cannot reasonably be cured within such 30 day period, in which case the breaching party shall have such additional time as is reasonably necessary to cure such breach, provided that the breaching party promptly commences and diligently pursues such cure. Such notice to the City shall be served upon the City of Wichita, Attn: Director of Park and Recreation, 450 N. Main, 11th Floor, Wichita, Kansas 67201, and such notice to Lessee shall be served upon Friends University, Attn: Director of Athletics, 2100 W. University St., Wichita, Kansas 67213.

D, The filing by the Lessee of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights; consent by the Lessee to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights; or, the entry of an order for relief against the Lessee or the appointment of a receiver, trustee or custodian for all or a substantial part of the property or assets of the Lessee in an involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of ninety (90) consecutive days shall be considered an event of default and shall render this Lease null and void.

E. **City Oversight**. The City Representative will annually review all rates, fees and charges (including any and all new fees, such as parking fees and gate fees) relating to the use of Premises by the public and by special group categories. The City may also require reductions in rates, fees and charges if the amounts thereof exceed the mean average of similar rates, fees and charges at comparable facilities by more than 15%. In addition, any signage or advertising at the facility, which has not been previously approved by the City, shall be submitted for the Director of Park and Recreation's review and approval. The City will have the right to reject any signage or advertising reasonably deemed inappropriate in the context of the intended use of the Premises.

F. **Lessee's Insurance**. The Lessee shall maintain the following policies of insurance in full force and effect throughout the term of this Lease. A certificate of insurance showing such policies will be provided to the City Park and Recreation Department by January 31 of each year of this Lease.

1. General accident and public liability insurance (including coverage of all losses whatsoever arising from the ownership, maintenance, use or operation or any automobile, truck or other vehicle in or upon the premises) under which the City shall be named as an additional insured, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas Tort Claims Act or other similar future law (currently $500,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least thirty (30) days advance written notice to the City (provided, however, that for cancellations due to non-payment of premiums, only ten (10) days advance written notice is required), such insurance to be maintained throughout the term of this Lease.

2. Worker's Compensation Insurance in sufficient coverage amounts to comply with Kansas's statutory and regulatory requirements.

G. **City's Insurance**. Intentionally Omitted.

H. **Hold Harmless.** The Lessee agrees to indemnify, hold harmless, and defend the "City" and members of the City Council, officers, agents and employees (collectively referred to as the "Indemnified") from and against all loss, damage, liability, cost or expense including, but not limited to, attorneys' fees and court costs incurred or suffered or claimed against any of the "Indemnified" by any person or entity by reason of injury, death, loss, or damage to any person, property, or business which arises, or is alleged to have arisen, from the negligence of the Lessee, or of its principals, officers, directors, agents or employees related to the Premises. The Lessee's obligation under this subparagraph shall survive termination of this Lease for any cause.

I. **No Arbitration.** The Lessee and the City shall not be obligated to resolve any claim or dispute related to the Agreement by arbitration.

J. **Environmental Hazards.** City agrees to indemnify and hold harmless Lessee from any and all liability, loss or damages Lessee may suffer as a result of claims, demands, costs, orders or judgments against Lessee arising from environmental hazards on the Premises as follows: If at any time after the date of this Agreement, any Federal, State or Local governmental authority with jurisdiction over the Premises requires Lessee to perform any environmental remediation or investigation at the Premises with respect to the presence of any environmental hazards (including without limitation the requirements of CERCLA or other

Federal, or State or Local environmental statute or regulation imposing liability upon the owner or operator of real property) that is determined to have originated on, at, or from the facility as it existed at and before the execution of this agreement, the City shall, upon written notice from the Lessee and at City's sole risk and expense investigate, remove, remediate, treat and dispose of the environmental hazard as may be required by the governmental authority, and in addition, take such other action as may be necessary to protect the public and preserve Lessee's full use, benefit and enjoyment of the Premises as it exists as of the date of this Agreement. The City's responsibility and liability under this Agreement does not include environmental hazards which may have flowed or passed under, over, or through the facility from other sources and which did not originate or leach from the facility. The City's responsibility and liability under this Agreement is further limited to the extent that responsibility or costs for investigations or remediation arise from actions of Lessee in the ownership or operation of the Premises in causing or contributing to such contamination or from environmental hazards originating on, at, or from the Premises.

In consideration of this indemnification, Lessee shall cooperate with the City in connection with any response to a claim covered by this Lease and in connection with any action that the City may deem necessary or appropriate to investigate or remediate environmental contamination on or near the facility, whether existing at the time of this Lease or hereafter. Lessee shall notify City of any claims made against it, which are covered by this agreement within 10 days of the claims being made. Notice shall be made in writing and served upon the Clerk of the City of Wichita, Kansas. Lessee shall provide reasonable access to the Premises without cost to the City for the purpose of investigation. Lessee further agrees to provide City with copies of all reports, data, and other written information in now or hereafter in Lessee's possession or control that involves the environmental condition of the Premises.

It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create in the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain an action for enforcement or damages pursuant to the terms or provisions of this Agreement.

The Lessee hereby agrees to indemnify and hold harmless the City from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the City by any person or entity for or arising out of the presence, escape, seepage, leakage, spillage, discharge, emission, discharging or release of any Hazardous Substance as a result of the operations of the Lessee on the Premises if such presence, escape, leakage, spillage, discharge, or emission was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, invitees and/or licensees, or if such Hazardous Substance was

owned by, or located on the facility by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release). The provisions of this paragraph will survive the term of this Agreement.

THE CITY OF WICHITA, KANSAS

_____	_____
Carl Brewer, Mayor	Friends University Representative
_____	_____
Date	Date
APPROVED AS TO FORM:	**ATTEST:**
_____	_____
Gary Rebenstorf, Director of Law and City Attorney	Karen Sublett, City Clerk
_____	_____
Date	Date

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Petition to pave Victoria, between 43rd Street South and 44th Street South (District III)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the petition.

Background: The signatures on the petition represent 2 of 5 (40%) resident owners and 66% of the improvement district area. District III Advisory Board sponsored a November 4, 2009, neighborhood hearing on the project. The Board voted 8-0 to recommend approval of the project.

Analysis: The project will provide paved access in an undeveloped residential area.

Financial Considerations: The estimated project cost is $185,000 with the total assessed to the improvement district. The method of assessment is the square foot basis. The estimated assessment to individual properties is $00.73 per square foot of ownership. Since the assessment district is located within an existing residential neighborhood, the project will be funded by 20 year bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing street paving in a partially developed residential area.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

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

Attachments: Map, CIP sheet, assessment roll, petition and resolution.

132019

First Published in the Wichita Eagle on December 4, 2009

RESOLUTION NO. 09-367

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON VICTORIA FROM THE SOUTH LINE OF 43RD STREET SOUTH TO THE NORTH LINE OF 44TH STREET SOUTH (EAST OF HYDRAULIC, SOUTH OF 43RD ST. SOUTH) 472-84870 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON VICTORIA FROM THE SOUTH LINE OF 43RD STREET SOUTH TO THE NORTH LINE OF 44TH STREET SOUTH (EAST OF HYDRAULIC, SOUTH OF 43RD ST. SOUTH) 472-84870 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Victoria from the south line of 43rd Street South to the north line of 44th Street South (east of Hydraulic, south of 43rd St. South) 472-84870.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to One Hundred Eighty-Five Thousand Dollars ($185,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after September 1, 2009.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

CAROL JEAN 2ND ADDITION
Lots 11 through 20 Inclusive, Block 1

UNPLATTED TRACTS
In Section 16, Twp. 28S, R1E

The west 295 feet of an unplatted tract described as: beginning at the northeast corner of the southeast 1/4; south 20 rods west 40 rods north 20 rods east to beginning except west 30 feet & north 35 feet & east 40 feet for roads (B-18-UP)

The west 180 feet of an unplatted tract described as: beginning 330 feet south of the northeast corner of the southeast 1/4; south 330 feet west 660 feet north 330 feet east to beginning except east 40 feet for road & except w 145 feet thereof (B-20-UP)

East 115 feet west 145 feet of tract beginning 330 feet south of the northeast corner of the southeast 1/4; thence south 330 feet thence west 660 feet thence north330 feet thence east 660 feet to beginning (B-20-1-UP)

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 1st day of December, 2009.

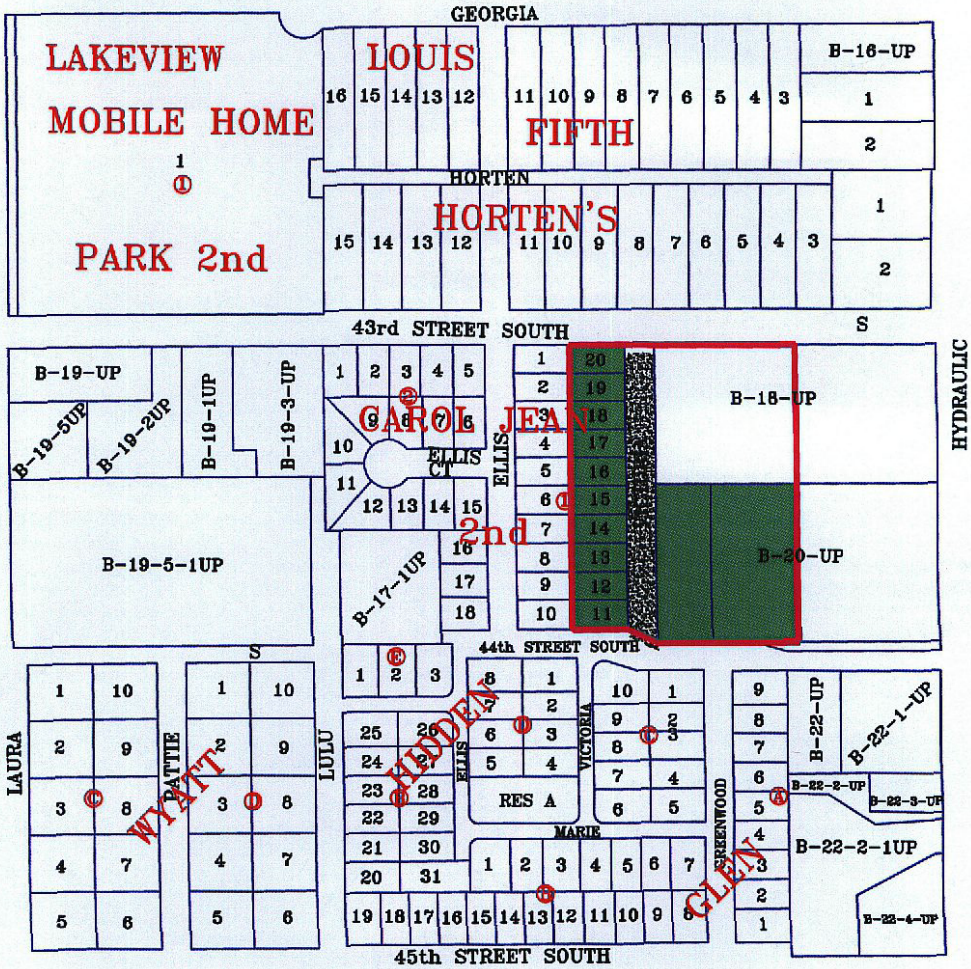
_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

PROPOSED PAVING OF VICTORIA
FROM 43rd TO 44th STREET SOUTH



RESIDENT OWNERS SIGNED (40%)

AREA SIGNED (66%)

PROPOSED PAVING

IMPROVEMENT DISTRICT BOUNDARY

THE CITY OF WICHITA

CITY ENGINEER'S OFFICE
CITY HALL – SEVENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4501
(316) 268-4114 FAX

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	11/10/2009	Pave Victoria, 44th St South - 43rd St South

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2009	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving		$185,000		$185,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals		$185,000		$185,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

66% Petition

472-84870

13. Recommendation: Approve the Petition and Adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Catherine A Gilley Date 11/17/2009	Date

RECEIVED

SEP 22 '09

CITY CLERK OFFICE

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

(East of Hydraulic, south of 43rd St. South) **Carol Jean 2nd**
Lots 11-20 Inclusive, Block 1

472-84870

Unplatted Tracts
In Section 16, Twp. 28S, R1E

The west 295 feet of an unplatted tract described as: beginning at the northeast corner of the southeast ¼; south 20 rods west 40 rods north 20 rods east to beginning except west 30 feet & north 35 feet & east 40 feet for roads (B-18-UP)

The west 180 feet of an unplatted tract described as: beginning 330 feet south of the northeast corner of the southeast ¼; south 330 feet west 660 feet north 330 feet east to beginning except east 40 feet for road & except w 145 feet thereof (B-20-UP)

East 115 feet west 145 feet of tract beginning 330 feet south of the northeast corner of the southeast ¼; thence south 330 feet thence west 660 feet thence north 330 feet thence east 660 feet to beginning (B-20-1-UP)

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

(a) That there be constructed pavement on **Victoria** from the south line of **43rd** Street South to the north line of **44th** Street South. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement being **One Hundred Eighty Five Thousand Dollars ($185,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **September 1, 2009.**

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

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

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

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

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

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

LEGAL DESCRIPTION **Carol Jean 2nd Addition**	SIGNATURE Linda M. Stewart for Wichita Habitat for Humanity, Inc. WICHITA HABITAT FOR HUMANITY INC	DATE 8/26/09
LOTS 11-20 Inclusive, BLOCK 1		

Unplatted Tracts

The West 295 feet of an unplatted tract described as: BEG NE COR SE 1/4 S 20 RDS W 40 RDS N 20 RDS E TO BEG EXC W 30 FT & N 35 FT & E 40 FT FOR RDS SEC 16-28-1E	HALEY_JOYCE ETAL & SHAWN
The west 180 feet of an unplatted tract described as: BEG 330 FT S NE COR SE1/4 S 330 FT FT W 660 FT N 330 FT E TO BEG EXC E 40 FT FOR RD & EXC W 145 FT THEREOF SEC 16-28-1E	HOBBS_BILLY R
E 115 FT W 145 FT OF TRACT BEG 330 FT S NE COR SE1/4 TH S 330 FT TH W 660 FT TH N 330 FT TH E 660 FT TO BEG SEC 16-28-1	WICHITA HABITAT FOR HUMANITY INC Linda N. Stewart

Unplatted Tracts

The West 295 feet of an unplatted tract described as: BEG NE COR SE 1/4 S 20 RDS W 40 RDS N 20 RDS E TO BEG EXC W 30 FT & N 35 FT & E 40 FT FOR RDS SEC 16-28-1E	HALEY_JOYCE ETAL & SHAWN
The west 180 feet of an unplatted tract described as: BEG 330 FT S NE COR SE1/4 S 330 FT FT W 660 FT N 330 FT E TO BEG EXC E 40 FT FOR RD & EXC W 145 FT THEREOF SEC 16-28-1E	HOBBS_BILLY R Billy R. Hobbs 9/22/09
E 115 FT W 145 FT OF TRACT BEG 330 FT S NE COR SE1/4 TH S 330 FT TH W 660 FT TH N 330 FT TH E 660 FT TO BEG SEC 16-28-1	WICHITA HABITAT FOR HUMANITY INC

AFFIDAVIT

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

Shawn Mellies
Name

455 N Main
Address

4632
Telephone Number

Sworn to and subscribed before me this 22nd day of September, 20 09

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deborah A Madlock
Deputy City Clerk

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Lincoln Street Bridge and Dam Improvements (Districts III & IV)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the design concept and revised design budget.

Background: The Proposed 2009-2018 Capital Improvement Program (CIP) includes funding for improvements to the Lincoln Street Bridge and dam on the Arkansas River. Currently, the dam is located under the existing bridge. Both the bridge and dam are deteriorating and need to be replaced. On October 27, 2007, the City Council approved a contract with MKEC Engineering Consultants to prepare design concepts for the project. On September 1, 2009, the City Council authorized applications for Federal grants to fund a part of the project cost. All six District Advisory Boards were presented the design concept during their October meetings and recommended approval of the project with the design concept that would replace the Lincoln Street Bridge and construct a new dam downstream from the bridge. DAB and public support for separating the bridge and dam, and for providing boat passage through the dam was very positive and essentially unanimous for moving forward with this concept.

On June 3, 2008, the City Council approved the Arkansas River Corridor Access Plan (ARCAP) as a planning tool to provide guidance and direction for river access and recreation for the City of Wichita. The ARCAP project is a multi-jurisdictional plan that included project partners from a three county area, including the Arkansas River Coalition and the Kansas Department of Wildlife and Parks. The ARCAP identified two locations within the City of Wichita where safe boat passage needed to be addressed: the 21st Street dam, and the Lincoln Street dam. The two existing dam obstructions are the only physical barriers for watercraft in a 100 mile stretch from the Rice/Reno County line to Oxford, KS. Safe boat passage through the dam can only be accomplished with construction of a new dam downstream of and separated from the bridge.

Analysis: Staff recommends that a new dam be built downstream and the bridge be reconstructed at it's current location. A new dam downstream of the bridge would be much easier to maintain, safer and easier to secure. The gates in the proposed dam would be able to control the level of the river more efficiently. The relocated facility would also allow the ability to provide boat passage through the dam, as recommended by the ARCAP, and fish passage, as required by State and Federal regulatory agencies. Reconstruction cost of the bridge is considerably cheaper with the dam being relocated and this option allows for a longer stretch of usable river.

Financial Consideration: The Proposed 2009-2018 CIP budget for bridge reconstruction/rehabilitation and dam relocation/reconstruction is $11,800,000, with $7,000,000 funded by General Obligation bonds and $4,800,000 by Federal transportation funds in the TIP. It is estimated at this time that the total budget of $11,800,000 will be sufficient to include construction of basic boat and fish passage structures along with the dam.

If additional grant funding is awarded for the project, it will be as follows. The Coast Guard grant may provide $500,000 in two consecutive years of 2010 and 2011, totaling $1,000,000 in funding for development of a boat safety transition and portage improvements. The U.S. Fish and Wildlife Service may provide up to $500,000 in funding for development of a fish passage system.

The combined funding from these two opportunities may add up to $1,500,000, which would be used to upgrade the proposed facilities and possibly to offset some of the City cost for the same.

On October 16, 2007, the City Council approved a budget of $360,000 to design the Lincoln Street Bridge project. An additional $500,000 is needed to complete the bridge design and for design of the new dam, including detailed geotechnical and subsurface testing. The funding source is General Obligation bonds, and is included in the $11,800,000 total budget. The project will be returned to the City Council at a future date for approval of the construction budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing improvements to an existing bridge and dam at the Arkansas River. If grants are awarded and a new dam is constructed downstream of the current location, the added recreational opportunities would enhance the quality of life for our citizens, support the vision of a vibrant downtown neighborhood, and the area could become a local and regional attraction.

Legal Considerations: The authorizing resolution has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the design concept that provides for replacement of the Lincoln Street Bridge and construction of a new dam downstream of the bridge, approve the revised design budget, adopt the resolution and authorize the signing of State/Federal agreements as required.

Attachments: Map, CIP sheet, and resolution.

132019

First Published in the Wichita Eagle on December 4, 2009

RESOLUTION NO. 09-368

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO IMPROVE THE LINCOLN STREET BRIDGE AND DAM AT THE ARKANSAS RIVER (472-84875).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

The design of a bridge as necessary for a major traffic facility and a dam located approximately 300 feet south of the bridge.

SECTION 2: The total cost is estimated not to exceed $500,000, exclusive of the costs of interest on borrowed money, with the total paid by the issuance of bonds by the City of Wichita at large.

SECTION 3: That the advisability of said improvements is established and authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 1st day of December, 2009.

_____
CARL BREWER, MAYOR

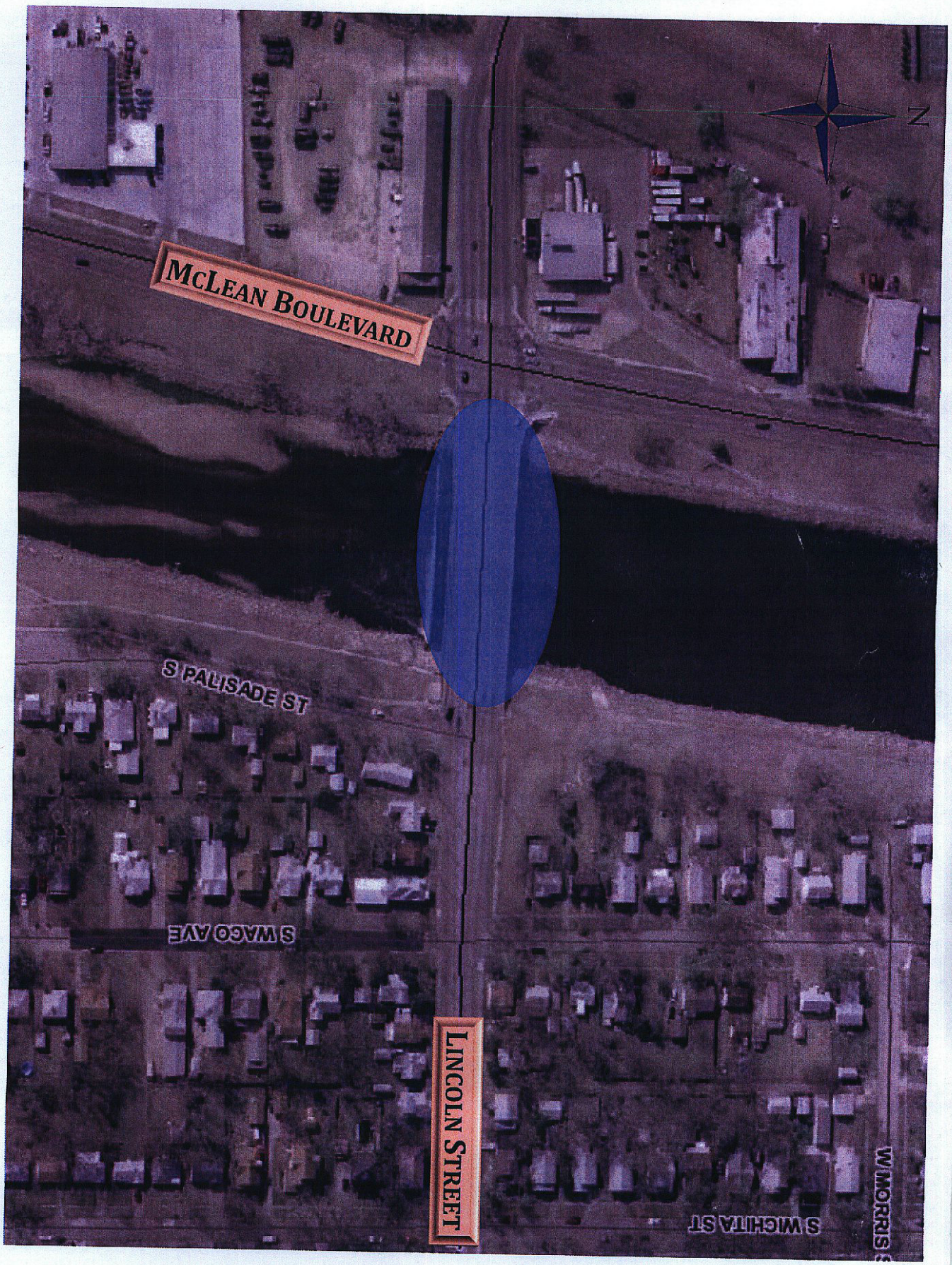
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW


McLEAN BOULEVARD
S PALISADE ST
S WACO AVE
LINCOLN STREET
S WICHITA ST
W MORRIS
N

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	11/10/2009	Lincoln Street Bridge and Dam at Arkansas River

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
B-		2009	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Dam	$500,000			$500,000
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals	$500,000			$500,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

Design Only.

$360,000 previously approved by Main Trafficway Ordinance.

472-84875

13. Recommendation: Approve the design concept and resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

Agenda Item No. III-8.

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: DER 2009-0009 Douglas Design District Streetscape Improvement Plan, December 2009 (Districts I and II)

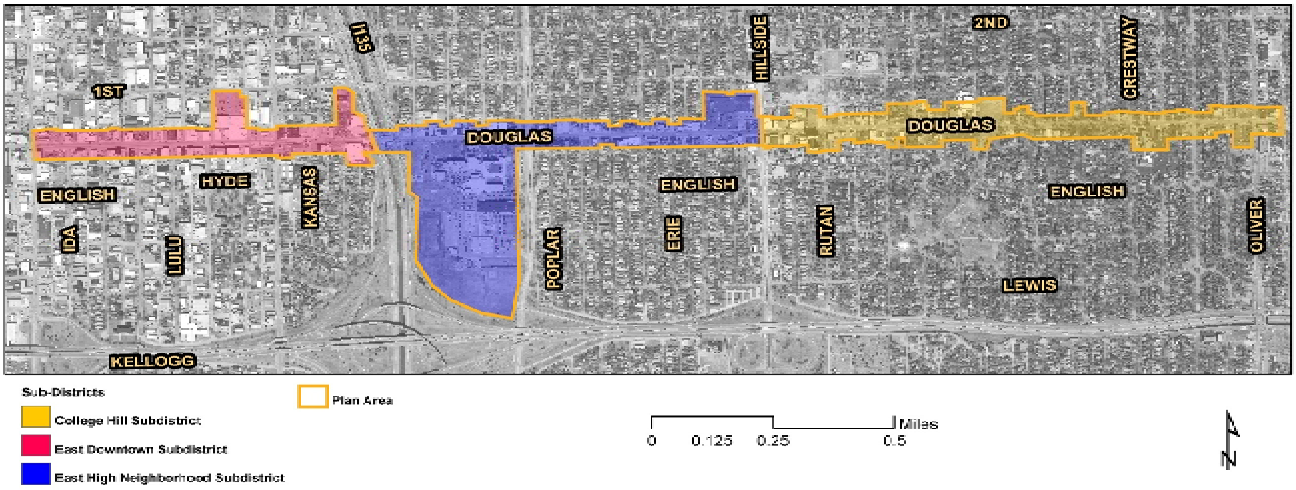
INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Adopt the resolution.

DAB Recommendations: Endorse the recommended streetscape improvement concepts.

Background: In early 2008, representatives from the Douglas Design District met with Wichita City Council members and Wichita-Sedgwick County Metropolitan Area Planning Department staff and requested that the City assist them in developing a conceptual streetscape improvement plan for that portion of East Douglas Avenue from Washington Avenue to Glendale Avenue (one block east of Oliver). The Douglas Design District is a pro-active, not-for-profit organization with a voluntary membership representing about 50 of the over 300 business located along the East Douglas Avenue corridor between Washington and Glendale Avenues. The mission of the Douglas Design District is to revitalize, promote, beautify and market this corridor.



Since September 2008, a 17-member Plan Steering Committee and a 16-member inter-departmental Staff Support Team appointed by the City Manager have met regularly to develop a conceptual streetscape improvement plan for East Douglas Avenue. A community open house meeting was held at the Kansas Food Bank on November 20, 2008 to receive feedback on initial directions for the plan. A draft plan completed in June 2009 received supportive feedback from the City's Design Council (August 19th Design Council

meeting) and the Wichita City Council (August 25th workshop). A second community open house meeting to receive comment on the draft plan was held on September 28, 2009 at the Red Cross Building. Supportive feedback for the draft plan was received from those attending this meeting. The draft plan was also presented to the District Advisory Boards I & II (on October 12th and 5th respectively). Both District Advisory Boards unanimously passed motions to endorse the recommended design concepts contained in the draft plan.

Notwithstanding the broad consensus for the conceptual recommendations in the plan, some residents have raised concerns regarding possible traffic safety and congestion issues associated with the recommended four to three lane conversion east of I-135. Traffic modeling results by the City's Traffic Engineering staff indicate that there would not be significant increases in traffic congestion during evening rush hour traffic. This recommended improvement will continue to undergo traffic analysis. When the four to three lane conversion is completed next summer on 21st Street from Waco to Market, City staff will have a first-hand opportunity to evaluate any issues associated with this conversion. City staff will also be meeting with the College Hill Neighborhood Association on December 15, 2009 to help answer questions and concerns related to the recommended four to three lane conversion, and the addition of on-street bike lanes.

Analysis: The plan developed by the Steering Committee contains a vision statement and goal that describe what a transformed, revitalized, vibrant and attractive East Douglas Avenue should look like in 2020. Guiding principles are also incorporated that serve as benchmarks for the recommended design concepts and streetscape improvements. A total of 12 design concepts and streetscape improvements are recommended in this plan. Cost estimates have been calculated, and a possible plan implementation and funding approach is suggested.

The purpose of this plan is to provide guidance to the City of Wichita in future planning and decision-making regarding public infrastructure investment in East Douglas Avenue. It is important to recognize that the recommended design concepts and streetscape improvements are subject to further changes and refinements that will invariably come from the final construction/design development process (including additional rounds of community engagement), ongoing traffic analysis, the realities of fiscal constraints, and ongoing lessons learned from other similar initiatives in Wichita.

The key elements contained in plan are summarized as follows:

> ***Plan Goal***: "Using a collaborative private / public partnership, create new economic vitality, livability, identity and visual attractiveness for that segment of East Douglas Avenue between Washington and Glendale Avenues."
>
> ***Guiding Principles***:
> 1. Protect and enhance historic character.
> 2. Promote safety and security.
> 3. Coordinate maintenance with design & implementation.
> 4. Use cohesive design elements.
> 5. Implement sustainable practices.
> 6. Create a "complete street".
>
> ***Corridor-Wide Design Concept:***
> 1. Reduce posted speed limit from 35 to 30 mph.
> 2. Retain on-street parallel parking and establish on-street bike lanes.
> 3. Install historic street lighting and bury overhead utility lines.
> 4. Install uniquely designed transit improvements, street furnishings, public art, historic markers and signage.

East Downtown Design Concept (Washington to I-135):

1. Install raised landscaped medians between Washington and Hydraulic.
2. Install comprehensive street landscaping from Washington to I-135.
3. Install upgraded pedestrian crosswalks at Douglas and Hydraulic.

East High Design Concept (I-135 to Hillside):

1. Convert 4 lanes to 3 lanes of traffic.
2. Install upgraded pedestrian crosswalks at Douglas and Grove.
3. Install street landscaping in selected locations between I-135 and Hillside.

College Hill Design Concept (Hillside to Oliver):

1. Convert 4 lanes to 3 lanes of traffic.
2. Install street landscaping in selected locations between Hillside and Rutan.

Plan Cost Estimates:

Corridor-Wide Improvements	$5.3 million
East Downtown Improvements	$2.9 million
East High Improvements	$0.8 million
College Hill Improvements	$0.7 million
Total Cost Estimate	*$9.7 million*

Financial Considerations: City staff has estimated the cost to implement all recommended design concepts and streetscape improvements will be $9.7 million (in 2009 dollars). Of this amount, the corridor-wide improvements would cost approximately $5.3 million. The East Downtown Sub-District improvements would total $2.9 million; the East High Sub-District improvements would cost $0.8 million; and, the College Hill Sub-District improvements would total $0.7 million.

No City of Wichita funding has been committed to any of the improvements recommended in this plan (current federal funding is available to pay for most of the transit-related improvements, and have not been included in the above cost estimate totals). If the recommended design concepts and streetscape improvements are programmed into future City of Wichita Capital Improvement Programs, they could potentially be funded from several sources. Funding sources include City general obligation bond funds (approximately 60%) and non-city funds (approximately 40%). Non-city funding could come from a mix of sources, including special assessments, federal CDBG funds, Westar Energy, and Douglas Design District Association funds. City Council endorsement of the recommended design concepts and streetscape improvements contained in this plan would not obligate future city funding commitments.

Goal Impact: The Douglas Design District Streetscape Improvement Plan, December 2009 impacts two goal areas. It supports the goal to Promote Economic Vitality and Affordable Living, and the goal to Support a Dynamic Core area and Vibrant Neighborhoods.

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

Recommendation/Actions: It is recommended that the City Council adopt the resolution endorsing the design concepts and streetscape improvement concepts recommended in the Douglas Design District Streetscape Improvement Plan, December 2009.

Attachments: Resolution and Plan document.

RESOLUTION NO. 09-369

A RESOLUTION ENDORSING THE DESIGN CONCEPTS AND STREETSCAPE IMPROVEMENTS RECOMMENDED IN THE DOUGLAS DESIGN DISTRICT STREETSCAPE IMPROVEMENT PLAN, DECEMBER 2009

WHEREAS, the Douglas Design District Board has approached the City of Wichita with a request for assistance in the development of a streetscape improvement plan for East Douglas Avenue, between Washington and Glendale Avenues; and

WHEREAS, the Douglas Design District is a pro-active, not-for-profit organization with voluntary membership representing approximately 50 of over 300 businesses located along East Douglas between Washington and Glendale Avenues – with a mission to revitalize and market this corridor; and

WHEREAS, the City Council of the City of Wichita recognizes the importance of creating a collaborative vision and long-term plan for the public street element of the two and a half mile East Douglas Avenue corridor from Washington to Glendale Avenues, for the purposes of fostering new vitality, beautification and economic revitalization, as well as enhancing safety and livability; and

WHEREAS, the City of Wichita has worked in partnership with the Douglas Design District Board and other key neighborhood and community stakeholders in the development of a schematic and conceptual design plan for that unique and distinctive segment of East Douglas Avenue between Washington and Glendale Avenues; and

WHEREAS, the *Douglas Design District Streetscape Plan, December 2009* represents the culmination of that streetscape planning process, and contains a vision, goal, and recommended design concepts and street improvements out to the year 2020; and

WHEREAS, the recommended design concepts and street improvements contained in the *Douglas Design District Streetscape Plan, December 2009* are subject to further changes and refinements that will invariably come from the final construction and design process, ongoing traffic analysis, the realities of fiscal constraints, and ongoing lessons learned from other similar initiatives in Wichita.

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

Section 1. The City Council of the City of Wichita endorses the design concepts and street improvements recommended in the *Douglas Design District Streetscape Plan, December 2009*.

Section 2. The City of Wichita shall use the recommended design concepts and street improvements contained in the *Douglas Design District Streetscape Plan, December 2009* as guidance in future planning and decision-making regarding public infrastructure investment in East Douglas Avenue from Washington to Glendale Avenues.

ADOPTED by the governing body of the City of Wichita, Kansas, this 1st day of December, 2009.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk
(SEAL)

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

Agenda Item No. V-1

City of Wichita
City Council Meeting
December 1, 2009

To: Mayor and City Council

Subject: VAC2009-00036 - Request to vacate a portion of an easement dedicated by separate instrument; generally located north of Kellogg Street/US-54, on the east side 167th Street West. (District V)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes to vacate a portion of an utility easement dedicated by separate instrument (Film 2904/Page 535) located on Lot 1, Block 1, Goddard School 2nd Addition. This easement, as well as multiple others, was the result of VAC2009-00003. There are no utilities in the described easement. The Goddard School 2nd Addition was recorded with the Register of Deeds on September 26, 2008.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

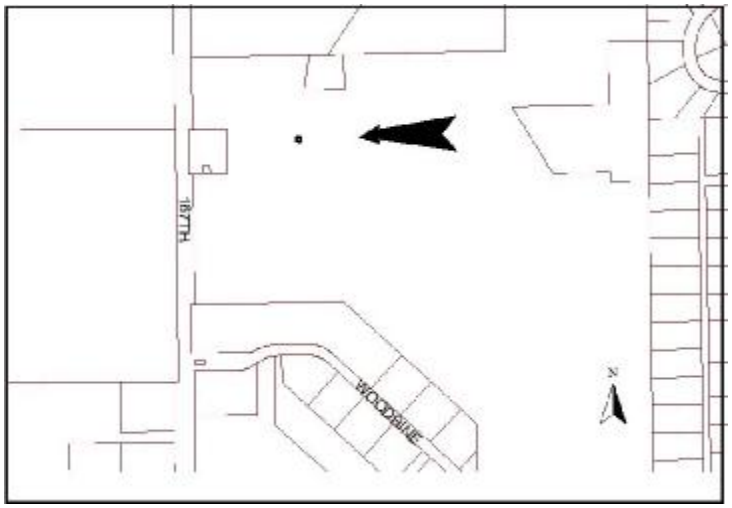
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



Agenda Item No. VII-1

City of Wichita
City Council Meeting
December 1, 2009

TO: Wichita Housing Authority Board Members

SUBJECT: Disposition Plan – Vacant Residential Lots (District I, V)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Review and approve the submission of the Disposition Application to the U. S. Department of Housing and Urban Development to market 10 vacant residential lots for sale at appraised values, adopt the resolution, and authorize the necessary signatures.

Background: The Wichita Housing Authority (WHA) was created in 1969 with the acquisition of 191 single-family rental houses. In 1995 two houses located at 2607 N. Piatt and 2312 Random Road were demolished. Public Housing has maintained the vacant lots since that time as a part of the KS004000003 Asset Management Property (AMP). This development is predominately located in the northeast quadrant of Wichita.

In 1979, the WHA constructed the 100 single-family rental developments that are located in the south and west areas of Wichita. Public Housing acquired the land with additional lots in excess of what was necessary, in the event additional houses could be constructed. Since that time Public Housing has maintained the eight vacant lots located south of the West Branch YMCA in the 6900 Block of Newell and Frazier. These vacant lots are a part of the KS004000004 AMP.

Analysis: Wichita Housing Authority staff have determined that the excess 10 lots are not needed in the Housing Authority's short or long term goals. Therefore, the Housing Authority is requesting that the U. S. Department of Housing and Urban Development (HUD) allow the sale of these lots. The Housing Authority is required to request permission from HUD to market and sell a portion of a public housing development. The information requested in the application is based upon requirements of Section 18 of the United States Housing Act of 1937, as amended and 24 CFR Part 970. As the 10 vacant lots are a part of two separate AMP's it is necessary to make two separate applications.

Professional appraisals were performed and the combined appraised value of the ten vacant lots was determined to be $72,500. The City of Wichita Housing Authority staff has determined that the sale of the vacant lots, at market value, will reduce maintenance costs and provide an opportunity for a developer to create additional housing. Upon HUD approval of the disposition application, the vacant lots will be marketed and sold by the City of Wichita Office of Urban Development.

The vacant lots have been in excess to the needs of the WHA and the disposition and sale will not interfere with

the continued operation of the WHA and the Public Housing developments.

Page 2

Legal Considerations: The applications have been prepared in accordance with 24 CFR Part 970.

Financial Considerations: Proceeds from the sale of the property will be deposited in the Public Housing Operating Fund to defray the costs related to the maintenance of Public Housing's 578 rental units.

Goal Impact: The sale of the 10 vacant lots contributes to the City Goal of Economic Vitality and Affordable Living.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board review and approve the submission of the Disposition Application to the U. S. Department of Housing and Urban Development to market 10 vacant residential lots for sale at appraised values, adopt the resolution, and authorize the necessary signatures.

Attachments:
Resolutions
Certifications
Letters of Support
Applications

Response to Section 3, line 1

RESOLUTION NO. H- 09-03

A RESOLUTION FOR THE DISPOSITION OF TWO VACANT RESIDENTIAL LOTS IN THE KS004000003 PROPERTY

WHEREAS, The Department of Housing and Urban Development published 24 CFR Part 970 in the Federal Register requiring housing authorities to submit applications for the disposition of public housing real estate;

WHEREAS, The City of Wichita Housing Authority recognizes that the vacant residential lots utility and expense to the Wichita Housing Authority is no longer viable;

WHEREAS, The marketing and sale of the vacant residential lots is in the public's best interest due to the positive benefits to the Public Housing Program, low-income neighborhood and surrounding area; and

WHEREAS, The Wichita Housing Authority Board requests to market and sell the vacant residential lots for the appraised value.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WICHITA HOUSING AUTHORITY AS FOLLOWS:

Acting on behalf of the City of Wichita Housing Authority Board, as its Chairperson, I authorize the submission of the Vacant Lot Disposition Plan.

CITY OF WICHITA
HOUSING AUTHORITY BOARD

_____

Carl Brewer date
Chairperson and Mayor

ATTEST:

_____

Karen Sublett date
City Clerk

Response to Section 3, line 1

RESOLUTION NO. H- 09-04

A RESOLUTION FOR THE DISPOSITION OF EIGHT VACANT RESIDENTIAL LOTS IN THE KS004000004 PROPERTY

WHEREAS, The Department of Housing and Urban Development published 24 CFR Part 970 in the Federal Register requiring housing authorities to submit applications for the disposition of public housing real estate;

WHEREAS, The City of Wichita Housing Authority recognizes that the vacant residential lots utility and expense to the Wichita Housing Authority is no longer viable;

WHEREAS, The marketing and sale of the vacant residential lots is in the public's best interest due to the positive benefits to the Public Housing Program, low-income neighborhood and surrounding area; and

WHEREAS, The Wichita Housing Authority Board requests to market and sell the vacant residential lots for the appraised value.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WICHITA HOUSING AUTHORITY AS FOLLOWS:

Acting on behalf of the City of Wichita Housing Authority Board, as its Chairperson, I authorize the submission of the Vacant Lot Disposition Plan.

CITY OF WICHITA
HOUSING AUTHORITY BOARD

_____

Carl Brewer date
Chairperson and Mayor

ATTEST:

_____

Karen Sublett date
City Clerk

PHA Certification of Compliance
Section 18 Demolition/Disposition

Acting on behalf of the Housing Authority Board of the City of Wichita Housing Authority (PHA), as its Chairman, I approve the submission of this Inventory Removal Application (HUD-52860) dated December 1, 2009 and known as DDA # 0003185, hereinafter referred to as the "Application", of which this document is a part, and make the following certifications, agreements with, and assurances to the Department of Housing and Urban Development (HUD) in connection with the submission of this Application and the implementation thereof:

1) All information contained in the Application (including all attachments and Addendums) is true and correct as of the date of this Application;
2) The proposed removal action does not violate any remedial civil rights orders or agreements, compliance agreements, final judgments, consent decrees, settlement agreements, or other court orders or agreements to which this PHA is a party;
3) The PHA certifies that it will carry out the proposed removal action in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990 and will affirmatively further fair housing in carrying out the proposed removal action;
4) If this proposed removal action involves a disposition and the PHA did not claim an exemption to the Offer of Sale requirement, this PHA sent all required initial written notifications (as described at 24 CFR 970.11) of the proposed sale of the Development to all Established Eligible Organization and the PHA certifies that either it did not receive a response from any notified organization within a 30-day time frame or each notified Established Eligible Organization waived its opportunity to purchase the Development or otherwise rejected the Offer of Sale. The PHA further certifies that it maintains documentation of all documents required by 24 CFR 970.11 on file at its primary business office;
5) If an appraisal was submitted at Section 5, the PHA verified that the appraiser was licensed/certified in the state in which the PHA property and received a certification from the appraiser that the appraisal was conducted using generally accepted appraisal methods and maintains this written documentation on file at its central office;
6) All dwelling units at the affected development are vacant and have been approved by HUD for demolition, OR, if any dwelling units at the affected development are occupied:
   - The PHA created a Relocation Plan in compliance with all applicable federal, state, and local laws (to the extent those requirements apply), including, without limitation, the Act, 24 CFR 970.21, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and its implementing regulations at 49 CFR Part 24, and maintains a written copy of the Relocation Plan on file at the central office;
   - The PHA will notify each family residing in a unit affected by this proposed removal action at least 90 days prior to the displacement date, except in cases of imminent threat to health and safety and such notice;
   - The PHA will provide for all actual and reasonable relocation expenses of each resident displaced by this proposed removal action, including residents requiring reasonable accommodation because of disabilities;
   - The PHA will offer any necessary counseling for residents displaced by this proposed removal action;
   - The PHA will not commence the demolition or complete the disposition of any occupied building until all residents residing in the units affect by this proposed removal action are actually relocated;
   - The PHA will provide each family affected by this proposed removal action with comparable housing that meets Housing Quality Standards (HQS) and that is located in an area that is generally not less desirable that the location of the displaced person's housing. This comparable housing may include: (a) actual relocation into the private rental market with Housing Choice Voucher assistance; (b) actual relocation into housing with project-based assistance; or (c) other PHA properties;
7) The PHA described the proposed removal action in its PHA Annual Plan and timetable under 24 CFR Part 903 (except in the case of small or high-performing PHAs eligible for streamlined annual plan treatment), and the description in the PHA Annual Plan is identical to the removal action proposed in this Application and otherwise complies with the Act;
8) The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or 24 CFR Part 50;
9) All attachments and supporting documentation referenced in the Application have been and will continue to be available at all times in the PHA's primary business office:
10) The PHA will comply with all reporting and recordkeeping requirements of HUD (including the requirements set forth at 24 CFR 970.35) and shall make all required reports to the applicable HUD Field Office. The PHA acknowledges that reporting

and recordkeeping requirements are ongoing and certifies that it will comply with all applicable reporting requirements after it receives any approvals to this action from the SAC;

11) The PHA certifies that the proposed removal action complies with all applicable Federal statutory and regulatory requirements;
12) The PHA will not take any action to commence the proposed removal action, including without limitation the expenditure of HUD funds, until it receives written approval of this proposed action from HUD.
13) The PHA certifies that the reason(s) for this proposed removal action is as described in Exhibit A, attached to and made a part of this Certification.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Carl Brewer	Title Mayor and Chairman of the City of Wichita Housing Authority Board
Signature	Date 12/1/09

PHA Certification of Compliance
Section 18 Demolition/Disposition

Acting on behalf of the Housing Authority Board of the City of Wichita Housing Authority (PHA), as its Chairman, I approve the submission of this Inventory Removal Application (HUD-52860) dated December 1, 2009 and known as DDA # 0003232, hereinafter referred to as the "Application", of which this document is a part, and make the following certifications, agreements with, and assurances to the Department of Housing and Urban Development (HUD) in connection with the submission of this Application and the implementation thereof:

1) All information contained in the Application (including all attachments and Addendums) is true and correct as of the date of this Application;
2) The proposed removal action does not violate any remedial civil rights orders or agreements, compliance agreements, final judgments, consent decrees, settlement agreements, or other court orders or agreements to which this PHA is a party;
3) The PHA certifies that it will carry out the proposed removal action in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990 and will affirmatively further fair housing in carrying out the proposed removal action;
4) If this proposed removal action involves a disposition and the PHA did not claim an exemption to the Offer of Sale requirement, this PHA sent all required initial written notifications (as described at 24 CFR 970.11) of the proposed sale of the Development to all Established Eligible Organization and the PHA certifies that either it did not receive a response from any notified organization within a 30-day time frame or each notified Established Eligible Organization waived its opportunity to purchase the Development or otherwise rejected the Offer of Sale. The PHA further certifies that it maintains documentation of all documents required by 24 CFR 970.11 on file at its primary business office;
5) If an appraisal was submitted at Section 5, the PHA verified that the appraiser was licensed/certified in the state in which the PHA property and received a certification from the appraiser that the appraisal was conducted using generally accepted appraisal methods and maintains this written documentation on file at its central office;
6) All dwelling units at the affected development are vacant and have been approved by HUD for demolition, OR, if any dwelling units at the affected development are occupied:
   - The PHA created a Relocation Plan in compliance with all applicable federal, state, and local laws (to the extent those requirements apply), including, without limitation, the Act, 24 CFR 970.21, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and its implementing regulations at 49 CFR Part 24, and maintains a written copy of the Relocation Plan on file at the central office;
   - The PHA will notify each family residing in a unit affected by this proposed removal action at least 90 days prior to the displacement date, except in cases of imminent threat to health and safety and such notice;
   - The PHA will provide for all actual and reasonable relocation expenses of each resident displaced by this proposed removal action, including residents requiring reasonable accommodation because of disabilities;
   - The PHA will offer any necessary counseling for residents displaced by this proposed removal action;
   - The PHA will not commence the demolition or complete the disposition of any occupied building until all residents residing in the units affect by this proposed removal action are actually relocated;
   - The PHA will provide each family affected by this proposed removal action with comparable housing that meets Housing Quality Standards (HQS) and that is located in an area that is generally not less desirable that the location of the displaced person's housing. This comparable housing may include: (a) actual relocation into the private rental market with Housing Choice Voucher assistance; (b) actual relocation into housing with project-based assistance; or (c) other PHA properties;
7) The PHA described the proposed removal action in its PHA Annual Plan and timetable under 24 CFR Part 903 (except in the case of small or high-performing PHAs eligible for streamlined annual plan treatment), and the description in the PHA Annual Plan is identical to the removal action proposed in this Application and otherwise complies with the Act;
8) The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or 24 CFR Part 50;
9) All attachments and supporting documentation referenced in the Application have been and will continue to be available at all times in the PHA's primary business office:
10) The PHA will comply with all reporting and recordkeeping requirements of HUD (including the requirements set forth at 24 CFR 970.35) and shall make all required reports to the applicable HUD Field Office. The PHA acknowledges that reporting

and recordkeeping requirements are ongoing and certifies that it will comply with all applicable reporting requirements after it receives any approvals to this action from the SAC;

11) The PHA certifies that the proposed removal action complies with all applicable Federal statutory and regulatory requirements;
12) The PHA will not take any action to commence the proposed removal action, including without limitation the expenditure of HUD funds, until it receives written approval of this proposed action from HUD.
13) The PHA certifies that the reason(s) for this proposed removal action is as described in Exhibit A, attached to and made a part of this Certification.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Carl Brewer	Title Mayor and Chairman of the City of Wichita Housing Authority Board
Signature	Date 12/1/09

CITY OF
WICHITA

December 1, 2009

Tammy Gray, Deputy Director
Special Applications Center, U.S. Department of HUD
77 West Jackson Boulevard, Room 2401
Chicago, IL 60604-3507

Dear Ms. Gray:

This letter will certify that the City of Wichita Housing Authority has collaborated with the Wichita-Sedgwick County Metropolitan Area Planning Department as well as the City of Wichita Office of Urban Development on its proposed disposition of the two vacant residential lots located at 2607 N. Piatt and 2312 Random, Wichita, Kansas. The legal description of the property is Lot 19, Block 1, Ridgecrest Addition and Lot 22, Block 4, Parkmore Addition, City of Wichita, Sedgwick County, Kansas.

This activity is consistent with the approved Consolidated Plan for the City of Wichita. Thank you for your consideration.

Sincerely,

Carl Brewer, Mayor
City of Wichita

Office of the Mayor

City Hall • First Floor • 455 North Main • Wichita, Kansas 67202-1698

T 316.268.4331 **F** 316.858.7743

www.wichita.gov

CITY OF
WICHITA

December 1, 2009

Tammy Gray, Deputy Director
Special Applications Center, U.S. Department of HUD
77 West Jackson Boulevard, Room 2401
Chicago, IL 60604-3507

Dear Ms. Gray:

This letter will certify that the City of Wichita Housing Authority has collaborated with the Wichita-Sedgwick County Metropolitan Area Planning Department as well as the City of Wichita Office of Urban Development on its proposed disposition of the two vacant residential lots located on the 6900 Blocks of Newell and Frazier, Wichita, Kansas. The legal description is Lots 1 through 5 and Part of 23 through 25, Block E, Country Acres 6th Addition, City of Wichita, Sedgwick County, Kansas.

This activity is consistent with the approved Consolidated Plan for the City of Wichita. Thank you for your consideration.

Sincerely,

Carl Brewer, Mayor
City of Wichita

Office of the Mayor

City Hall • First Floor • 455 North Main • Wichita, Kansas 67202-1698

T 316.268.4331 **F** 316.858.7743

www.wichitagov

Field Office HA: **KS004 WICHITA**

Application: **DDA0003185**

Application Status

Application Type: **Disposition** Processor: **SAC-Chicago**

Application Status: **Draft** Status Date: **10/27/2008**

Section 3: Board Resolution, Environmental Review, and Local Government Consultation

1. Board Resolution Number: H 09 - 3

2. Date of Board Resolution: 12/01/2009 MM/DD/YYYY

Attach a copy of the PHA Board Resolution and reference it as Section 3, line 1. Attach Document

3. Who is conducting the environmental review?

- ○ Field Office under 24 CFR Part 50
- ◉ Responsible Entity under 24 CFR Part 58

If the environmental review is to be performed by a responsible entity, name the entity.

City of Wichita, Kansas

4. Jurisdictions covered by the HA (list all cities, counties, etc.):

Wichita, Kansas

Attach a narrative describing the PHA's consultation with appropriate government officials and reference it as Section 3, line 4 Attach Document

5. Letter of Support from Appropriate Government Official is dated : 12/01/2009 MM/DD/YYYY

Attach a copy of the Letter of Support and reference it as Section 3, line 5. Attach Document

Cancel Save

159

Response to Section 3, line 4 – Consultation with appropriate government officials

The City of Wichita Housing Authority is a division of the City of Wichita government. By City ordinance, The Wichita Housing Authority Board is composed of the Mayor, six Council Members and one Wichita Housing Authority tenant. The marketing and sale of the vacant residential lots have been approved by the Wichita Housing Authority Board in the appropriate hearings and due process for the development of the 2008, 2009 and 2010 Annual Agency Plans. All above Annual Plans were certified by the City Manager of Wichita to be consistent with the City of Wichita Consolidated Plan.

The Wichita Housing Authority has consulted with the City of Wichita Office of Urban Development regarding the procurement of a licensed appraiser, review of the appraisals of the vacant lots and compliance of a sale with City policies. The Wichita Housing Authority has worked with the Wichita-Sedgwick County Metropolitan Area Planning Department to obtain the necessary approvals and Environmental Reviews for the sale of the vacant residential lots.

Field Office HA: **KS004 WICHITA**

Application: **DDA0003185**

Development: **KS004000003 SCATTERED SITES**

Application Status

Application Type: **Disposition** Processor: **SAC-Chicago**

Application Status: **Draft** Status Date: **10/27/2008**

Section 5: Description of Proposed Removal Action

Modify Section 5

1. Proposed Action By Building Type

Calendar Year:

Available Buildings :
(Building Number\Building Number Entrance\Address Line1 Text)

2 Vacant Lots

Proposed Buildings :
(Building Number\Building Number Entrance\Address Line1 Text)

 # indicates Non Dwelling Building Structures

2. Proposed Action By Unit Designation

Select the building number(s):

* - indicates the building has units that are assigned in this application.

@ - indicates the building is proposed in this application.

Available Units :
(Unit Number\Unit Designation\Bedroom Count)

Proposed Units :
(Unit Number\Unit Designation\Bedroom Count)

412005\Family Unit\Bedroom4

3. Proposed Action for Non Residential Inventory

A. Acres included in Proposed Disposition

Calendar Year :

Number of Acres : **0.28**

B. Buildings included in Proposed Disposition

Calendar Year :

Number of Non-Dwelling Buildings without PIC building numbers :

4.

Intentionally deleted to conform to HUD-52860

5. If the proposed action involves a partial removal of a Development, a site map is required

Attach a copy of the site map and reference it as Section 5, line 5

6. If the proposed action involves a partial removal of a development, attach a description of the property to be removed along with a narrative explaining why the PHA is proposing to remove this portion of the development and if disposition is for vacant land, attach the legal description of each parcel of vacant land. Reference this attachment as Section 5, line 6

7. Which of the following describe the proposed disposition? (Check that which applies)

- [x] A. Disposition at Fair Market Value (FMV)
- [ ] B. Disposition at less than Fair Market Value (e.g. donation)
- [ ] C. Disposition which includes an exchange of property

If B and/or C are checked, provide a justification and reference it as Section 5, line 7.

8. What is the value of the property subject to disposition:

$ 5500.00

Attach evidence verifying the value (e.g. executive summary of the appraisal) and reference it as Section 5, line 8

9.Was an appraiser used to determine the value of the property listed at Number 8? **Yes**

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If so, name of appraiser who conducted the appraisal: **Mark Freitag**
Date of appraisal: **04/07/2005**

10. Calculation of Net Proceeds

Estimated Sales Price **$5500.00** - Debt **$0.00** - Cost & Fees **$750.00** = Estimated Net Proceeds **$4,750.00**

Attach an itemization of costs and fees (including relocation, moving, and counseling costs) to be paid out of gross proceeds and reference it as Section 5, line 10

11. How will the Net Proceeds be used?

Attach a narrative providing details concerning the use of Net Proceeds and reference it as Section 5, line 11

12. What is the estimated cost of demolition?
(Include professional fees, hazardous waste removal, building and site improvement, demolition costs, and seeding and sodding of land. Do not include relocation costs or site improvements such as landscaping, playground, retaining walls, streets, sidewalks, etc.)
(a) $

(b) Indicate the source of funds:

- ☐ Operating Funds for FY
- ☐ CFP Funds for FY
- ☐ CDBG Funds
- ☐ Other

If Other, attach a narrative explaining how the PHA will fund the demolition and reference it as Section 5, line 12

13. General Timetable: The HA is to provide a brief timetable based on the number of days after approval of the application that the following major actions will occur:

A. Begin relocation of residents	**0**	B. Complete relocation of residents	**0**
C. Execution of contract for removal (e.g. sales contract or demolition contract)	**180**	D. Actual Removal Action (e.g. demolition or sale closing)	**210**

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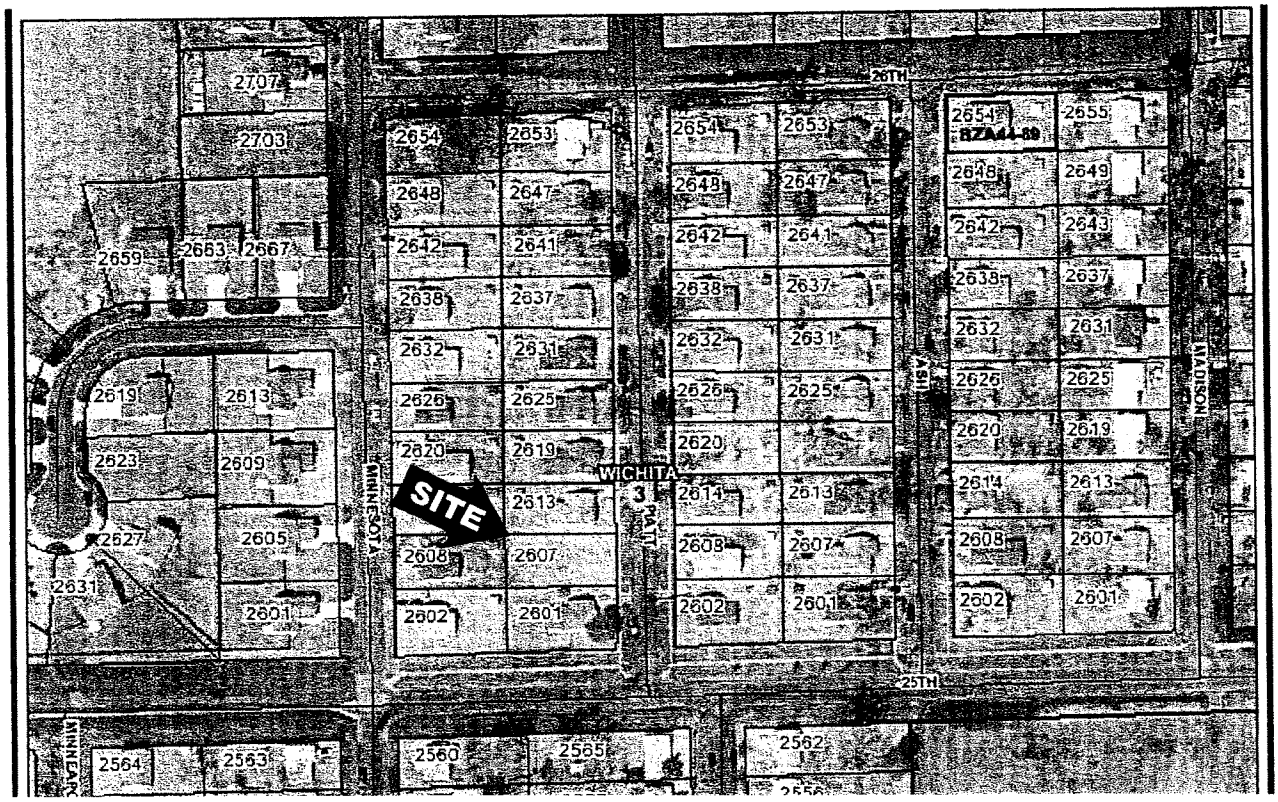


2607 N. Piatt - $3300

2312 Random - $2200

Response to Section 5, line 6 – If the proposed action involves a partial removal of a development, attach a description of the property to be removed along with a narrative explaining why the PHA is proposing to removed this portion of the development and <u>if disposition is for vacant land, attach the legal description of each parcel of vacant land.</u>

Vacant residential lot
2607 N. Piatt
Wichita, Kansas 67219

Legal Description: Lot 19, Block 1, Ridgecrest Addition, City of Wichita, Sedgwick County, Kansas.

Vacant residential lot
2312 Random Road
Wichita, Kansas 67214

Legal Description: Lot 22, Block 4, Parkmore Addition, City of Wichita, Sedgwick County, Kansas

The above vacant lots are in excess to the needs of the City of Wichita Housing Authority and create a financial burden to the program created by maintenance and mowing expense.

LAND APPRAISAL REPORT

File No. M1413

Summary Appraisal Report

IDENTIFICATION

Borrower NA — Census Tract 0078.00 — Map Reference 418

Property Address 2607 Piatt St

City Wichita — County Sedgwick — State Kansas — Zip Code 67219-4634

Legal Description Lot 19 Block 1 Ridgecrest Addition

Sale Price $ NA — Date of Sale ____ — Loan Term ____ yrs. — Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD

Actual Real Estate Taxes $ Exempt (yr) — Loan charges to be paid by seller $ ____ — Other sales concessions ____

Lender/Client City of Wichita-Property Management — Address 455 N. Main, 13th Floor, Wichita, KS 67202-1600

Occupant Vacant Land — Appraiser Mark R. Freitag, SRA — Instructions to Appraiser Market Value Appraisal

NEIGHBORHOOD

Location	[X] Urban	[ ] Suburban	[ ] Rural
Built Up	[X] Over 75%	[ ] 25% to 75%	[ ] Under 25%
Growth Rate	[ ] Fully Dev. [ ] Rapid	[X] Steady	[ ] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Oversupply
Marketing Time	[ ] Under 3 Mos.	[X] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use 80% 1 Family 5% 2-4 Family 5% Apts. ___% Condo 5% Commercial ___% Industrial 5% Vacant ___%

Change in Present Land Use [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)

(*) From ____ To ____

Predominant Occupancy [X] Owner [ ] Tenant 8 % Vacant

Single Family Price Range $ 3,000 to $ 85,000 — Predominant Value $ 24,000

Single Family Age 0 yrs. to 95 yrs. — Predominant Age 55 yrs.

	Good	Avg.	Fair	Poor
Employment Stability		X		
Convenience to Employment		X		
Convenience to Shopping		X		
Convenience to Schools		X		
Adequacy of Public Transportation		X		
Recreational Facilities		X		
Adequacy of Utilities		X		
Property Compatibility		X		
Protection from Detrimental Conditions			X	
Police and Fire Protection		X		
General Appearance of Properties			X	
Appeal to Market			X	

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located in a mature neighborhood of primarily single family homes. Homes vary widely in age and condition. A relatively large percentage of homes are tenant occupied.

SITE

Dimensions 57.5' x 120' = 6,900 Sq. Ft. or Acres — [ ] Corner Lot

Zoning classification SF5-Single Family — Present Improvements [ ] do [ ] do not conform to zoning regulations

Highest and best use [ ] Present use [X] Other (specify) Single Family

	Public	Other (Describe)
Elec.	X	
Gas	X	
Water	X	
San. Sewer	X	
	[ ] Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS

Street Access [X] Public [ ] Private

Surface Asphalt

Maintenance [X] Public [ ] Private

[X] Storm Sewer [X] Curb/Gutter

[X] Sidewalk [X] Street Lights

Topo Level

Size Typical

Shape Rectangular

View Average-SFR

Drainage Adequate

Is the property located in a HUD Identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): Subject appears to be suitable for construction with minimal site preparation.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	2607 Piatt St Wichita	1150 N. Poplar Wichita		1247 N. Estelle Wichita		1211 N. Madison Wichita	
Proximity to Subject		1.85 miles		1.77 miles		1.76 miles	
Sales Price	$ NA		$ 3,060		$ 3,000		$ 3,800
Price /Square Foot	$		$ .45		$ .44		$ .37
Data Source	Inspection	City/COV		City/COV		City/COV	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION 7/04	+(-)$ Adjust.	DESCRIPTION 7/04	+(-)$ Adjust	DESCRIPTION 7/04	+(-)$ Adjust.
Location	Urban/Avg.	Urban/Fair	+300	Urban/Fair	+300	Urban/Fair	+300
Site/View	6,900	6,750/Avg.	0	6,750/Avg.	0	10,387	-800
Improvements	None	None		None		None	
Sales or Financing Concessions		Cash		Cash		Cash	
Net Adj. (Total)		[X] + [ ] -	$ 300	[X] + [ ] -	$ 300	[ ] + [X] -	$ 500
Indicated Value of Subject		Net 9.8 %	$ 3,360	Net 10.0 %	$ 3,300	Net 13.2 %	$ 3,300

RECONCILIATION

Comments on Market Data: Sales 1 and 2 are most comparable to the subject. The values indicated by these sales are weighted most heavily in the final value estimate. The subject is situated among higher value homes than the comparables.

Comments and Conditions of Appraisal: The market for single family sites in this neighborhood appears to be very limited. The most probable buyer is considered to be a non-profit entity such as Habitat For Humanity, Mennonite Housing or Power Community Development Corporation. The land sales discovered during research for this assignment ranged from $500 to $10,500 per building site. The above sales are considered to be most representative of the current market value of the subject site.

Final Reconciliation: The sales comparison approach was the only applicable valuation technique.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF April 7 2005 to be $ 3,300

Mark R. Freitag, SRA — Appraiser(s)

____ — Review Appraiser (if applicable) — [ ] Did [ ] Did Not Physically Inspect Property

[Y2K]

LAND APPRAISAL REPORT

Summary Appraisal Report File No. M1418

IDENTIFICATION

Borrower NA Census Tract 0011.00 Map Reference 415
Property Address 2312 E Random Rd
City Wichita County Sedgwick State Kansas Zip Code 67214-3375
Legal Description Lot 22 Block 4 Parkmore Addition
Sale Price $ NA Date of Sale ____ Loan Term ____ yrs. Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD
Actual Real Estate Taxes $ Exempt (yr) Loan charges to be paid by seller $ ____ Other sales concessions ____
Lender/Client City of Wichita-Property Management Address 455 N. Main, 13th Floor, Wichita, KS 67202-1600
Occupant Vacant Land Appraiser Mark R. Freitag, SRA Instructions to Appraiser Market Value Appraisal

NEIGHBORHOOD

Location	[X] Urban	[ ] Suburban	[ ] Rural
Built Up	[X] Over 75%	[ ] 25% to 75%	[ ] Under 25%
Growth Rate	[ ] Fully Dev. [ ] Rapid	[X] Steady	[ ] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Oversupply
Marketing Time	[ ] Under 3 Mos.	[X] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use 80% 1 Family 5% 2-4 Family 5% Apts. % Condo 5% Commercial % Industrial 5% Vacant % ____
Change in Present Land Use [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)
(*) From ____ To ____
Predominant Occupancy [X] Owner [ ] Tenant 8 % Vacant
Single Family Price Range $ 2,000 to $ 75,000 Predominant Value $ 18,000
Single Family Age 0 yrs. to 105 yrs. Predominant Age 65 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	[ ]	[X]	[ ]	[ ]
Convenience to Employment	[ ]	[X]	[ ]	[ ]
Convenience to Shopping	[ ]	[X]	[ ]	[ ]
Convenience to Schools	[ ]	[X]	[ ]	[ ]
Adequacy of Public Transportation	[ ]	[X]	[ ]	[ ]
Recreational Facilities	[ ]	[X]	[ ]	[ ]
Adequacy of Utilities	[ ]	[X]	[ ]	[ ]
Property Compatibility	[ ]	[X]	[ ]	[ ]
Protection from Detrimental Conditions	[ ]	[ ]	[X]	[ ]
Police and Fire Protection	[ ]	[X]	[ ]	[ ]
General Appearance of Properties	[ ]	[ ]	[X]	[ ]
Appeal to Market	[ ]	[ ]	[X]	[ ]

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located in a mature neighborhood of primarily single family homes. Homes vary widely in age and condition. A relatively large percentage of homes are tenant occupied.

SITE

Dimensions 52.5' x 100' = 5,250 Sq. Ft. or Acres [ ] Corner Lot
Zoning classification TF3-Two Family Present Improvements [ ] do [ ] do not conform to zoning regulations
Highest and best use [ ] Present use [X] Other (specify) Single Family

	Public	Other (Describe)
Elec.	[X]	
Gas	[X]	
Water	[X]	
San. Sewer	[X]	
[ ] Underground Elect. & Tel.		

OFF SITE IMPROVEMENTS
Street Access [X] Public [ ] Private
Surface Asphalt
Maintenance [X] Public [ ] Private
[X] Storm Sewer [X] Curb/Gutter
[X] Sidewalk [X] Street Lights

Topo Level
Size Typical
Shape Rectangular
View Average-SFR
Drainage Adequate
Is the property located in a HUD Identified Special Flood Hazard Area? [ ] No [X] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): Subject appears to be suitable for construction with minimal site preparation.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	2312 E Random Rd Wichita	1150 N. Poplar Wichita		1247 N. Estelle Wichita		1211 N. Madison Wichita	
Proximity to Subject		0.36 miles		0.50 miles		0.42 miles	
Sales Price	$ NA		$ 3,060		$ 3,000		$ 3,800
Price /Square Foot	$		$ .45		$ .44		$ .37
Data Source	Inspection	City/COV		City/COV		City/COV	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION 7/04	+(-)$ Adjust.	DESCRIPTION 7/04	+(-)$ Adjust.	DESCRIPTION 7/04	+(-)$ Adjust.
Location	Urban/Fair	Urban/Fair		Urban/Fair		Urban/Fair	
Site/View	5,250	6,750/Avg.	-600	6,750/Avg.	-600	10,387	-1,300
Improvements	None	None		None		None	
Flood Zone	Yes	No	-250	No	-250	No	-250
Sales or Financing Concessions		Cash		Cash		Cash	
Net Adj. (Total)		[ ] + [X] -	$ 850	[ ] + [X] -	$ 850	[ ] + [X] -	$ 1,550
Indicated Value of Subject		Net 27.8 %	$ 2,210	Net 28.3 %	$ 2,150	Net 40.6 %	$ 2,250

Comments on Market Data: Sales 1 and 2 are most comparable to the subject. The values indicated by these sales are weighted most heavily in the final value estimate.

RECONCILIATION

Comments and Conditions of Appraisal: The market for single family sites in this neighborhood appears to be very limited. The most probable buyer is considered to be a non-profit entity such as Habitat For Humanity, Mennonite Housing or Power Community Development Corporation. The land sales discovered during research for this assignment ranged from $500 to $10,500 per building site. The above sales are considered to be most representative of the current market value of the subject site.

Final Reconciliation: The sales comparison approach was the only applicable valuation technique.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF April 7 2005 to be $ 2,200

Mark R. Freitag, SRA
Appraiser(s)

____ [ ] Did [ ] Did Not Physically Inspect Property
Review Appraiser (if applicable)

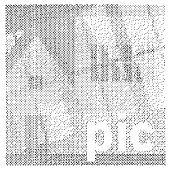
[Y2K]

Response to Section 5, line 10 – Calculation of Net Proceeds

The estimated sales price is $5,500. From that an estimated $550 sales commission and $200 for closing cost. The net proceeds are estimated at $4,750. The Wichita Housing Authority records indicate that the KS004000003 development consolidated bond issue's maturity date was February 1, 2009, and the KS004000003 development is now free of any bond encumbrances.

Response to Section 5, line 11 – How will the Net Proceeds be used?

The net proceeds will be deposited to the Public Housing Operating Fund to help defray costs for the maintenance of the Public Housing single-family dwellings for AMP 3 (KS004000003).



Field Office HA: **KS004 WICHITA**
Application: **DDA0003185**
Development: **KS004000003 SCATTERED SITES**

Application Status

Application Type: **Disposition** Processor: **SAC-Chicago**
Application Status: **Draft** Status Date: **10/27/2008**

Section 7: Resident Consultation

Modify Section 7

1. Describe how the residents of the development were informed and consulted about the proposed action.
Attach a narrative explaining the PHA's consultation with the residents of the affected Development and reference it as Section 7, line 1

If proposed action is for Demolition and/or Disposition under Section 18 of the Act, complete questions 2-5

2. Resident Council (at development): Provide the name of the Resident Council representing the residents of the development **none**
Attach a narrative explaining the PHA's consultation with the Resident Council of the affected Development and reference it as Section 7, line 2

3. Resident Council (PHA-jurisdiction-wide): Provide the name of the PHA-wide Resident Council representing the interests of the residents of the development **none**
Attach a narrative explaining the PHA's consultation with Resident Council (PHA jurisdiction-wide), and reference it as Section 7, line 3

4. Resident Advisory Board (RAB) (as defined by 24 CFR 903.13):
Attach a narrative explaining the PHA's consultation with the RAB and reference it as Section 7,

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line 4.

5. Did you receive any written comments from the residents, the Resident Council(s), or the RAB? ◉ Yes ○ No

If yes, attach the comments, along with any evaluation the PHA has made of those comments and reference it as Section 7, line 5

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Response to Section 7 line 1 – Describe how the residents of the development were informed and consulted about this activity.

The residents in the KS004000003 (AMP 3) single-family development were individually informed by a mailed notice, which included an invitation to a community meeting regarding the marketing and sale of the two vacant lots. (see attached notice and meeting report)

CITY OF WICHITA

MEMORANDUM

TO: Public Housing Residents of the KS004000003 Housing Development

FROM: Tom Byler, Housing Manager

SUBJECT: Meeting Notice and Notice of Potential Sale of Vacant Lots

DATE: August 1, 2008

The City of Wichita Housing Authority (WHA) is making application to the U. S. Department of HUD to market for sale the Wichita Housing Authority vacant residential lots **(no houses on them)** located at 2607 Piatt and 2312 E. Random. The WHA is planning to place the vacant lots on the market with a sales price of $3,300 and $2,200 respectively. The two vacant lots are considered to be surplus property.

According to the regulations provided in Section 18 of the Housing Act of 1937, the WHA must offer the property for purchase to a recognized Public Housing resident association or a resident group of the KS004000003 development. As there is no resident organization for the development, the WHA will be holding a meeting in the Housing and Community Services Building, 332 N. Riverview on Friday, August 8th, 2008, at 9:00 a.m. for residents to voice their concerns with the sale of the property and to receive any purchase offers from a qualified resident organization. **Your attendance at this meeting is optional and not a requirement for your continued occupancy in Public Housing**. Should you have an interest in purchasing the above property and are unable to attend the scheduled meeting, you may provide written comments to the Wichita Housing Authority, Attn: Tom Byler, 332 N. Riverview, Wichita, KS, 67203, prior to August 9, 2008. For further information, you may call Tom Byler at 462-3700.

Tom Byler, Housing Manager

Disposition Meeting Report
August 8, 2008
9:00 a.m.

Tom Byler, Property Management Supervisor, held the scheduled meeting regarding the sale of two vacant residential lots in the KS004000003 development located at 2607 N. Piatt and 2312 Random, Wichita, KS, on August 8, 2008, at the Housing and Community Services building. None of the invitees were in attendance. The meeting was adjourned at 9:30 a.m.

8/8/08

Tom Byler, Housing Manager

Response to Section 7, line 4 – Resident Advisory Board (RAB) as defined by 24 CFR Section 903.13:

The Resident Advisory Board is named the Wichita Housing Authority Tenant Advisory Board (TAB). Tom Byler, Housing Manager, informed the TAB at the regularly scheduled meeting on June 16, 2008, of the proposed marketing and sale of the two vacant residential lots in the KS004000003 development (AMP 3). The TAB voted unanimously to support the marketing and sale of the vacant lots.

A copy of the TAB letter of approval and meeting minutes are attached.

7/24/08

Tom Byler, Housing Manager date
City of Wichita Housing Authority
Housing and Community Services Department

TENANT ADVISORY BOARD
CITY OF WICHITA HOUSING AUTHORITY

July 17, 2008

Mary K. Vaughn, Executive Director
City of Wichita Housing Authority
332 N. Riverview
Wichita, Kansas 67203

RE: Vacant Lot Disposition

Dear Ms. Vaughn:

The Tenant Advisory Board met on July 16, 2008 and discussed the sale of 10 vacant lots, which are currently owned by the City of Wichita Housing Authority. The vacant lots were the result of previous demolition in the KS004000003 Development and surplus building lots in the KS00400004 Development.

The Tenant Advisory Board voted by a majority vote, to support the Wichita Housing Authority, in its efforts to place the 10 vacant lots on the market and sale at the appraisal price. The Tenant Advisory Board believes that the sale of the vacant lots will be a benefit to the Wichita Housing Authority by lowering unnecessary maintenance costs and the proceeds of the sale will be applied to operating expenses at the two developments. In addition, the Board has is not aware of any resident organization, including itself, that has an interest in the purchase of the vacant lots.

Sincerely,

Fern Griffith

Fern Griffith
President, Tenant Advisory Board

TENANT ADVISORY BOARD
Meeting Minutes
July 16, 2008

Members present:	Yvonne Dixon Gary Jones Fern Griffith	Carol Neer Richard Harrod	Mary Tune Roy Moseley
Members absent	Carol Adams	Beverly Allen	Ruth de Shazo
Guests:	Tom Byler, Gail Lotson, Mary K. Vaughn, Brad Snapp		

I. Call to Order

The meeting was called to order at 12:00 p.m. by Gary Jones, who was asked to preside until Fern Griffith was able to attend later. Tom Byler introduced Mary K. Vaughn and Brad Snapp.

II. Minutes of the May 14, 2008 Meeting.

The Minutes of the May 14, 2008 meeting were approved without changes.

III. By-Laws

The discussion of the by-laws was deferred until Fern Griffith's arrival. Upon Fern's arrival, discussion ensued related to the revised bylaws, which Fern had previously distributed. It was moved and seconded that the revised bylaws be adopted. Motion passed unanimously.

IV. Five-Year Plan

Tom Byler asked if anyone had any questions about the Agency Five-Year and 2009 Annual Plan, which was distributed to the Board in June. Having none, Tom explained that the Plan would be placed for public review the first part of August and the Housing Authority Board will hold the public hearing in the regular City Council Meeting on October 7, 2008.
Advisory Board members were reminded that the Board's comment to the Plan should be made in the September 10th regular meeting.

V. Other Business

Mary K. Vaughn presented Roy Moseley with his City Excellence and Commitment Award for his over ten years of service as an employee at the City.

V. Other Business (cont'd)

Tom Byler presented the planned application to the Department of HUD Special Application Center for the marketing and sale of 10 vacant residential lots, which are excess to the needs of the Wichita Housing Authority and a sale will not interfere with the continued operation of the two developments. He explained that the Board had previously supported this action in 2005. The motion was made and seconded that the Wichita Housing Authority proceed with the application, authorize the President to sign a letter of support and state that the Board did not know of any resident organization, including itself, that had an interest in the purchase of the property. The motion carried unanimously.

The Board discussed the revised Rules of Order, which had been previously presented to the Board. It was moved and seconded that the Board approve the revised rules or order. The motion carried unanimously.

VI. Next Meeting

The next meeting will be September 10, 2008.

VII. Adjournment

The meeting was adjourned at 12:36 p.m.

Response to Section 7, line 5 – Tenant Advisory Board (RAB) written comments.

The Wichita Housing Authority Tenant Advisory Board represents all residents of the Wichita Housing Authority pursuant to 24 CFR 903.13. The Tenant Advisory Board has been existence since 1999. In a regularly scheduled meeting on July 16, 2008, the Tenant Advisory Board discussed and approved to market and sale the vacant residential lots. Attached is the written approval and comments by the Board.

7/24/08

Tom Byler, Housing Manager date
City of Wichita Housing Authority
Housing and Community Services Department

TENANT ADVISORY BOARD
CITY OF WICHITA HOUSING AUTHORITY

July 17, 2008

Mary K. Vaughn, Executive Director
City of Wichita Housing Authority
332 N. Riverview
Wichita, Kansas 67203

RE: Vacant Lot Disposition

Dear Ms. Vaughn:

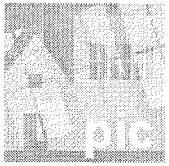
The Tenant Advisory Board met on July 16, 2008 and discussed the sale of 10 vacant lots, which are currently owned by the City of Wichita Housing Authority. The vacant lots were the result of previous demolition in the KS004000003 Development and surplus building lots in the KS00400004 Development.

The Tenant Advisory Board voted by a majority vote, to support the Wichita Housing Authority, in its efforts to place the 10 vacant lots on the market and sale at the appraisal price. The Tenant Advisory Board believes that the sale of the vacant lots will be a benefit to the Wichita Housing Authority by lowering unnecessary maintenance costs and the proceeds of the sale will be applied to operating expenses at the two developments. In addition, the Board has is not aware of any resident organization, including itself, that has an interest in the purchase of the vacant lots.

Sincerely,

Fern Griffith

Fern Griffith
President, Tenant Advisory Board



Field Office HA: **KS004 WICHITA**

Application: **DDA0003232**

Application Status

Application Type: **Disposition** Processor: **SAC-Chicago**

Application Status: **Draft** Status Date: **10/27/2008**

Section 3: Board Resolution, Environmental Review, and Local Government Consultation

1. Board Resolution Number: H 09 - 4

2. Date of Board Resolution: 12/01/2009 MM/DD/YYYY

Attach a copy of the PHA Board Resolution and reference it as Section 3, line 1. Attach Document

3. Who is conducting the environmental review?

- ○ Field Office under 24 CFR Part 50
- ◉ Responsible Entity under 24 CFR Part 58

If the environmental review is to be performed by a responsible entity, name the entity.

City of Wichita, Kansas

4. Jurisdictions covered by the HA (list all cities, counties, etc.):

Wichita, Kansas

Attach a narrative describing the PHA's consultation with appropriate government officials and reference it as Section 3, line 4 Attach Document

5. Letter of Support from Appropriate Government Official is dated : 12/01/2009 MM/DD/YYYY

Attach a copy of the Letter of Support and reference it as Section 3, line 5. Attach Document

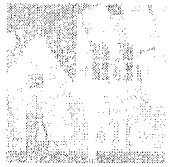
Cancel Save

180

Response to Section 3, line 4 – Consultation with appropriate government officials

The City of Wichita Housing Authority is a division of the City of Wichita government. By City ordinance, The Wichita Housing Authority Board is composed of the Mayor, six Council Members and one Wichita Housing Authority tenant. The marketing and sale of the vacant residential lots have been approved by the Wichita Housing Authority Board in the appropriate hearings and due process for the development of the 2008, 2009 and 2010 Annual Agency Plans. All above Annual Plans were certified by the City Manager of Wichita to be consistent with the City of Wichita Consolidated Plan.

The Wichita Housing Authority has consulted with the City of Wichita Office of Urban Development regarding the procurement of a licensed appraiser, review of the appraisals of the vacant lots and compliance of a sale with City policies. The Wichita Housing Authority has worked with the Wichita-Sedgwick County Metropolitan Area Planning Department to obtain the necessary approvals and Environmental Reviews for the sale of the vacant residential lots.



Field Office HA: **KS004 WICHITA**

Application: **DDA0003232**

Development: **KS004000004 SCATTERED SITES**

Application Status

Application Type: **Disposition** Processor: **SAC-Chicago**

Application Status: **Draft** Status Date: **10/27/2008**

Section 5: Description of Proposed Removal Action

Modify Section 5

1. Proposed Action By Building Type

Calendar Year:

Available Buildings :
(Building Number\Building Number Entrance\Address Line1 Text)

8 Vacant Lots

Proposed Buildings :
(Building Number\Building Number Entrance\Address Line1 Text)

 # indicates Non Dwelling Building Structures

2. Proposed Action By Unit Designation

Select the building number(s):

* - indicates the building has units that are assigned in this application.

@ - indicates the building is proposed in this application.

Available Units :
(Unit Number\Unit Designation\Bedroom Count)

Proposed Units :
(Unit Number\Unit Designation\Bedroom Count)

182

441000\Family Unit\Bedroom6

3. Proposed Action for Non Residential Inventory

A. Acres included in Proposed Disposition

Calendar Year : **2009** Number of Acres : **1.70**

B. Buildings included in Proposed Disposition

Calendar Year : Number of Non-Dwelling Buildings without PIC building numbers :

4.

Intentionally deleted to conform to HUD-52860

5. If the proposed action involves a partial removal of a Development, a site map is required

Attach a copy of the site map and reference it as Section 5, line 5

6. If the proposed action involves a partial removal of a development, attach a description of the property to be removed along with a narrative explaining why the PHA is proposing to remove this portion of the development and if disposition is for vacant land, attach the legal description of each parcel of vacant land. Reference this attachment as Section 5, line 6

7. Which of the following describe the proposed disposition? (Check that which applies)

- [x] A. Disposition at Fair Market Value (FMV)
- [ ] B. Disposition at less than Fair Market Value (e.g. donation)
- [ ] C. Disposition which includes an exchange of property

If B and/or C are checked, provide a justification and reference it as Section 5, line 7.

8. What is the value of the property subject to disposition:

$ 67000.00

Attach evidence verifying the value (e.g. executive summary of the appraisal) and reference it as Section 5, line 8

9.Was an appraiser used to determine the value of the property listed at Number 8? **Yes**

183

If so, name of appraiser who conducted the appraisal: **Mark Freitag**

Date of appraisal: **05/15/2008**

10. Calculation of Net Proceeds

Estimated Sales Price **$67000.00** - Debt **$** - Cost & Fees **$8000.00** = Estimated Net Proceeds **$59,000.00**

Attach an itemization of costs and fees (including relocation, moving, and counseling costs) to be paid out of gross proceeds and reference it as Section 5, line 10

11. How will the Net Proceeds be used?

Attach a narrative providing details concerning the use of Net Proceeds and reference it as Section 5, line 11

12. What is the estimated cost of demolition?

(Include professional fees, hazardous waste removal, building and site improvement, demolition costs, and seeding and sodding of land. Do not include relocation costs or site improvements such as landscaping, playground, retaining walls, streets, sidewalks, etc.)

(a) $

(b) Indicate the source of funds:

- ☐ Operating Funds for FY
- ☐ CFP Funds for FY
- ☐ CDBG Funds
- ☐ Other

If Other, attach a narrative explaining how the PHA will fund the demolition and reference it as Section 5, line 12

13. General Timetable: The HA is to provide a brief timetable based on the number of days after approval of the application that the following major actions will occur:

A. Begin relocation of residents	**0**	B. Complete relocation of residents	**0**
C. Execution of contract for removal (e.g. sales contract or demolition contract)	**180**	D. Actual Removal Action (e.g. demolition or sale closing)	**210**

Return to Application Index

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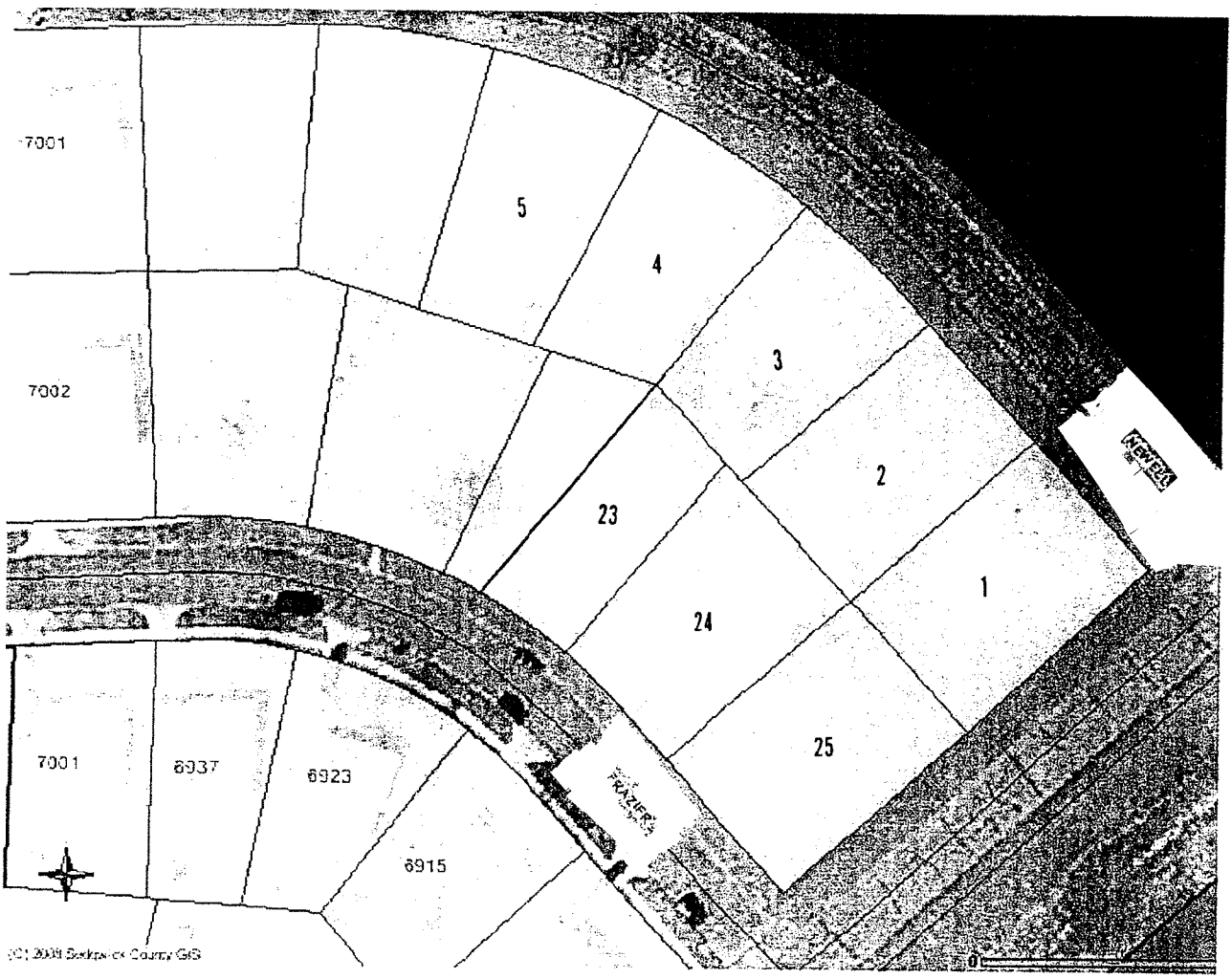

Appraised Values

Lot 1 - $9,000	Lot 5 - $8,500
Lot 2 - $8,500	Lot 23- $6,500
Lot 3 - $8,000	Lot 24- $9,000
Lot 4 - $8,500	Lot 25- $9,000

Response to Section 5, line 6 – If the proposed action involves a partial removal of a development, attach a description of the property to be removed along with a narrative explaining why the PHA is proposing to removed this portion of the development and <u>if disposition is for vacant land, attach the legal description of each parcel of vacant land.</u>

Vacant residential lots located at 6900 W. Newell and 6900 W. Frazier, Wichita, Kansas 67212

Legal Description: Lots 1, 2, 3, 4, 5, part of 23, 24 and 25, Block E, Country Acres 6th Addition, City of Wichita, Sedgwick County, Kansas

The above vacant lots are in excess to the needs of the City of Wichita Housing Authority and create a financial burden to the program created by maintenance and mowing expense.

LAND APPRAISAL REPORT

File No. M2152

IDENTIFICATION

Borrower _____ Census Tract 93.02 Map Reference 116

Property Address Lot 1, Block E, Country Acres 6th Addition

City Wichita County Sedgwick State KS Zip Code 67212

Legal Description Lot 1, Block E, Country Acres 6th Addition

Sale Price $ _____ Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes $ Exempt (yr) Loan charges to be paid by seller $ _____ Other sales concessions _____

Lender/Client City of Wichita-Property Management Address 455 N. Main, 13th Floor, Wichita, KS 67202-1600

Occupant Vacant Appraiser Mark Freitag, SRA Instructions to Appraiser Market Value Appraisal

NEIGHBORHOOD

Location	☒ Urban	☐ Suburban	☐ Rural
Built Up	☒ Over 75%	☐ 25% to 75%	☐ Under 25%
Growth Rate	☐ Fully Dev. ☐ Rapid	☐ Steady	☒ Slow
Property Values	☐ Increasing	☒ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use 15% 1 Family 5% 2-4 Family 15% Apts. 20% Condo 35% Commercial ___% Industrial 10% Vacant ___%

Change in Present Land Use ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*)

(*) From _____ To _____

Predominant Occupancy ☐ Owner ☒ Tenant 7 % Vacant

Single Family Price Range $ 23,500 to $ 51,000 Predominant Value $ 43,000

Single Family Age 24 yrs. to 28 yrs. Predominant Age 25 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☐	☒	☐	☐
Convenience to Employment	☐	☒	☐	☐
Convenience to Shopping	☒	☐	☐	☐
Convenience to Schools	☐	☒	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☐	☒	☐	☐
Property Compatibility	☐	☐	☒	☐
Protection from Detrimental Conditions	☐	☐	☒	☐
Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☒	☐	☐
Appeal to Market	☐	☐	☒	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located in a mixed use neighborhood which has been slow to develop. Neighborhood land uses include office buildings, self-storage units, condominiums, fourplexes, duplexes, apartments and single family. The single family dwellings, which adjoin the subject lots, are low income rental housing owned by by the City of Wichita. The neighborhood property mix will reduce the marketability of the subject lots significantly.

SITE

Dimensions 85' x 120' = 10,200 Sq. Ft. or Acres ☒ Corner Lot

Zoning classification SF5-Single Family Present Improvements [N] do [A] do not conform to zoning regulations

Highest and best use ☐ Present use ☒ Other (specify) Single Family Detached housing targeted at first time, low end home buyers.

	Public	Other (Describe)
Elec.	☒	
Gas	☒	
Water	☒	
San. Sewer	☒	
	☒ Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS

Street Access ☒ Public ☐ Private

Surface Asphalt

Maintenance ☒ Public ☐ Private

☒ Storm Sewer ☒ Curb/Gutter

☐ Sidewalk ☒ Street Lights

Topo Level

Size Typical

Shape Rectangular

View Fair-Mixed

Drainage Adequate

Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): Subject appears to be suitable for construction with minimal site preparation.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Lot 1, Blk E, Country Acres 6th Wichita	557 N Elder Wichita		1933 S Waco Wichita		403 N Clayton Wichita	
Proximity to Subject		0.94 miles E		4.94 miles SE		2.47 miles E	
Sales Price	$		$ 10,500		$ 8,000		$ 7,000
Price /Square Foot	$		$ .92		$ .84		$ 1.05
Data Source	Inspection	MLS		MLS		MLS	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.
		5/07		5/08		1/08	
Location	Urban/Average	Urban/Fair	+4,500	Urban/Fair	+4,500	Urban/Fair	+4,500
Site/View	10,200/Average	11,355/Average	-900	9,520/Average	+500	6,650/Average	+2,600
Zoning	Single Family	Single Family		Two Family		Two Family	
Street	Paved	Paved		Paved		Paved	
Nearby Influences	Fair	Average	-4,500	Average	-4,500	Average	-4,500
Sales or Financing Concessions							
Net Adj. (Total)		☐ + ☒ -	$ -900	☒ + ☐ -	$ 500	☒ + ☐ -	$ 2,600
Indicated Value of Subject			$ 9,600		$ 8,500		$ 9,600

RECONCILIATION

Comments on Market Data: Sales 1 and 2 required the least adjustment. The values indicated by these sales are weighted most heavily in the final value estimate. No comparable sales were discovered in the subject neighborhood. No comparable sales were discovered which exhibit the unique locational elements of the subject neighborhood. The above sales were the most comparable, recent sales discovered in Wichita.

Comments and Conditions of Appraisal: The market for residential home sites in this neighborhood is considered to be very limited. The most probable buyer is likely to be a non-profit entity such as Habitat For Humanity, Mennonite Housing, Power Development Corporation, etc. Given the neighborhood profile it is recommended the the City of Wichita extend benefits to potential buyers similar to other redevelopment areas. An additional recommendation would be to consider a zoning change or variance from current regulations to allow for additional units per lot.

Final Reconciliation: The sales comparison approach was the only applicable valuation technique. No sales or listings of the subject lots were discovered in the past three years. City officials indicate that the subject sites have not been marketed in the past three years.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 15 2008 to be $ 9,000

Mark Freitag, SRA
Appraiser(s)

_____ ☐ Did ☐ Did Not Physically Inspect Property
Review Appraiser (if applicable)

[Y2K]

LAND APPRAISAL REPORT

File No. M2153

IDENTIFICATION

Borrower _____ Census Tract 93.02 Map Reference 116

Property Address Lot 2, Block E, Country Acres 6th Addition

City Wichita County Sedgwick State KS Zip Code 67212

Legal Description Lot 2, Block E, Country Acres 6th Addition

Sale Price $ _____ Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD

Actual Real Estate Taxes $ Exempt (yr) Loan charges to be paid by seller $ _____ Other sales concessions _____

Lender/Client City of Wichita-Property Management Address 455 N. Main, 13th Floor, Wichita, KS 67202-1600

Occupant Vacant Appraiser Mark Freitag, SRA Instructions to Appraiser Market Value Appraisal

NEIGHBORHOOD

Location	[X] Urban	[ ] Suburban	[ ] Rural	
Built Up	[X] Over 75%	[ ] 25% to 75%	[ ] Under 25%	
Growth Rate	[ ] Fully Dev.	[ ] Rapid	[ ] Steady	[X] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining	
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Oversupply	
Marketing Time	[ ] Under 3 Mos.	[X] 4-6 Mos.	[ ] Over 6 Mos.	

Present Land Use 15% 1 Family 5% 2-4 Family 15% Apts. 20% Condo 35% Commercial % Industrial 10% Vacant % _____

Change in Present Land Use [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)

(*) From _____ To _____

Predominant Occupancy [ ] Owner [X] Tenant 7 % Vacant

Single Family Price Range $ 23,500 to $ 51,000 Predominant Value $ 43,000

Single Family Age 24 yrs. to 28 yrs. Predominant Age 25 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	[ ]	[X]	[ ]	[ ]
Convenience to Employment	[ ]	[X]	[ ]	[ ]
Convenience to Shopping	[X]	[ ]	[ ]	[ ]
Convenience to Schools	[ ]	[X]	[ ]	[ ]
Adequacy of Public Transportation	[ ]	[X]	[ ]	[ ]
Recreational Facilities	[ ]	[X]	[ ]	[ ]
Adequacy of Utilities	[ ]	[X]	[ ]	[ ]
Property Compatibility	[ ]	[ ]	[X]	[ ]
Protection from Detrimental Conditions	[ ]	[ ]	[X]	[ ]
Police and Fire Protection	[ ]	[X]	[ ]	[ ]
General Appearance of Properties	[ ]	[X]	[ ]	[ ]
Appeal to Market	[ ]	[ ]	[X]	[ ]

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located in a mixed use neighborhood which has been slow to develop. Neighborhood land uses include office buildings, self-storage units, condominiums, fourplexes, duplexes, apartments and single family. The single family dwellings, which adjoin the subject lots, are low income rental housing owned by by the City of Wichita. The neighborhood property mix will reduce the marketability of the subject lots significantly.

SITE

Dimensions 60' x 120' = 9,600 Sq. Ft. or Acres [ ] Corner Lot

Zoning classification SF5-Single Family Present Improvements [N] do [A] do not conform to zoning regulations

Highest and best use [ ] Present use [X] Other (specify) Single Family Detached housing targeted at first time, low end home buyers.

	Public	Other (Describe)
Elec.	[X]	
Gas	[X]	
Water	[X]	
San. Sewer	[X]	
	[X]	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access [X] Public [ ] Private

Surface Asphalt

Maintenance [X] Public [ ] Private

[X] Storm Sewer [X] Curb/Gutter

[ ] Sidewalk [X] Street Lights

Topo Level

Size Typical

Shape Rectangular

View Fair-Mixed

Drainage Adequate

Is the property located in a HUD Identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): Subject appears to be suitable for construction with minimal site preparation.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Lot 2, Blk E, Country Acres 6th Wichita	557 N Elder Wichita		1933 S Waco Wichita		403 N Clayton Wichita	
Proximity to Subject		0.94 miles E		4.94 miles SE		2.47 miles E	
Sales Price	$		$ 10,500		$ 8,000		$ 7,000
Price /Square Foot	$		$ .92		$ .84		$ 1.05
Data Source	Inspection	MLS		MLS		MLS	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.
		5/07		5/08		1/08	
Location	Urban/Average	Urban/Fair	+4,500	Urban/Fair	+4,500	Urban/Fair	+4,500
Site/View	9,600	11,355/Average	-1,300	9,520/Average	+100	6,650/Average	+2,200
Zoning	Single Family	Single Family		Two Family		Two Family	
Street	Paved	Paved		Paved		Paved	
Nearby Influences	Fair	Average	-4,500	Average	-4,500	Average	-4,500
Sales or Financing Concessions							
Net Adj. (Total)		[ ] + [X] -	$ -1,300	[X] + [ ] -	$ 100	[X] + [ ] -	$ 2,200
Indicated Value of Subject			$ 9,200		$ 8,100		$ 9,200

RECONCILIATION

Comments on Market Data: Sales 1 and 2 required the least adjustment. The values indicated by these sales are weighted most heavily in the final value estimate. No comparable sales were discovered in the subject neighborhood. No comparable sales were discovered which exhibit the unique locational elements of the subject neighborhood. The above sales were the most comparable, recent sales discovered in Wichita.

Comments and Conditions of Appraisal: The market for residential home sites in this neighborhood is considered to be very limited. The most probable buyer is likely to be a non-profit entity such as Habitat For Humanity, Mennonite Housing, Power Development Corporation, etc. Given the neighborhood profile it is recommended the the City of Wichita extend benefits to potential buyers similar to other redevelopment areas. An additional recommendation would be to consider a zoning change or variance from current regulations to allow for additional units per lot.

Final Reconciliation: The sales comparison approach was the only applicable valuation technique. No sales or listings of the subject lots were discovered in the past three years. City officials indicate that the subject sites have not been marketed in the past three years.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 15 2008 to be $ 8,500

Mark Freitag, SRA _____ [ ] Did [ ] Did Not Physically Inspect Property

Appraiser(s) Review Appraiser (if applicable)

[Y2K]

LAND APPRAISAL REPORT

File No. M2154

IDENTIFICATION

Borrower _____ Census Tract 93.02 Map Reference 116
Property Address Lot 3, Block E, Country Acres 6th Addition
City Wichita County Sedgwick State KS Zip Code 67212
Legal Description Lot 3, Block E, Country Acres 6th Addition
Sale Price $ _____ Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD
Actual Real Estate Taxes $ Exempt (yr) Loan charges to be paid by seller $ _____ Other sales concessions _____
Lender/Client City of Wichita-Property Management Address 455 N. Main, 13th Floor, Wichita, KS 67202-1600
Occupant Vacant Appraiser Mark Freitag, SRA Instructions to Appraiser Market Value Appraisal

NEIGHBORHOOD

Location	☒ Urban	☐ Suburban	☐ Rural
Built Up	☒ Over 75%	☐ 25% to 75%	☐ Under 25%
Growth Rate ☐ Fully Dev.	☐ Rapid	☐ Steady	☒ Slow
Property Values	☐ Increasing	☒ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use 15% 1 Family 5% 2-4 Family 15% Apts. 20% Condo 35% Commercial
% Industrial 10% Vacant % _____
Change in Present Land Use ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*)
(*) From _____ To _____
Predominant Occupancy ☐ Owner ☒ Tenant 7 % Vacant
Single Family Price Range $ 23,500 to $ 51,000 Predominant Value $ 43,000
Single Family Age 24 yrs. to 28 yrs. Predominant Age 25 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☐	☒	☐	☐
Convenience to Employment	☐	☒	☐	☐
Convenience to Shopping	☒	☐	☐	☐
Convenience to Schools	☐	☒	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☐	☒	☐	☐
Property Compatibility	☐	☐	☒	☐
Protection from Detrimental Conditions	☐	☐	☒	☐
Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☒	☐	☐
Appeal to Market	☐	☐	☒	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located in a mixed use neighborhood which has been slow to develop. Neighborhood land uses include office buildings, self-storage units, condominiums, fourplexes, duplexes, apartments and single family. The single family dwellings, which adjoin the subject lots, are low income rental housing owned by by the City of Wichita. The neighborhood property mix will reduce the marketability of the subject lots significantly.

SITE

Dimensions 85.96' 114.38' x 63.64' x 120' = 8,766 Sq. Ft. or Acres ☐ Corner Lot
Zoning classification SF5-Single Family Present Improvements [N] do [A] do not conform to zoning regulations
Highest and best use ☐ Present use ☒ Other (specify) Single Family Detached housing targeted at first time, low end home buyers.

	Public	Other (Describe)
Elec.	☒	
Gas	☒	
Water	☒	
San. Sewer	☒	
	☒	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS
Street Access ☒ Public ☐ Private
Surface Asphalt
Maintenance ☒ Public ☐ Private
☒ Storm Sewer ☒ Curb/Gutter
☐ Sidewalk ☒ Street Lights

Topo Level
Size Typical
Shape Irregular
View Fair-Mixed
Drainage Adequate
Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): Subject appears to be suitable for construction with minimal site preparation.

MARKET DATA ANALYSIS

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Price /Square Foot	$		$ .92		$ .84		$ 1.05
Data Source	Inspection	MLS		MLS		MLS	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION 5/07	+(-)$ Adjust.	DESCRIPTION 5/08	+(-)$ Adjust.	DESCRIPTION 1/08	+(-)$ Adjust.
Location	Urban/Average	Urban/Fair	+4,500	Urban/Fair	+4,500	Urban/Fair	+4,500
Site/View	8,766	11,355/Average	-1,900	9,520/Average	-600	6,650/Average	+1,600
Zoning	Single Family	Single Family		Two Family		Two Family	
Street	Paved	Paved		Paved		Paved	
Nearby Influences	Fair	Average	-4,500	Average	-4,500	Average	-4,500
Sales or Financing Concessions							
Net Adj. (Total)		☐ + ☒ -	$ -1,900	☐ + ☒ -	$ -600	☒ + ☐ -	$ 1,600
Indicated Value of Subject			$ 8,600		$ 7,400		$ 8,600

RECONCILIATION

Comments on Market Data: Sales 1 and 2 required the least adjustment. The values indicated by these sales are weighted most heavily in the final value estimate. No comparable sales were discovered in the subject neighborhood. No comparable sales were discovered which exhibit the unique locational elements of the subject neighborhood. The above sales were the most comparable, recent sales discovered in Wichita.
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Final Reconciliation: The sales comparison approach was the only applicable valuation technique. No sales or listings of the subject lots were discovered in the past three years. City officials indicate that the subject sites have not been marketed in the past three years.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 15 2008 to be $ 8,000

Mark Freitag, SRA
Appraiser(s)

_____ ☐ Did ☐ Did Not Physically Inspect Property
Review Appraiser (if applicable)

[Y2K]

LAND APPRAISAL REPORT

File No. M2155

IDENTIFICATION

Borrower _____ Census Tract 93.02 Map Reference 116

Property Address Lot 4, Block E, Country Acres 6th Addition

City Wichita County Sedgwick State KS Zip Code 67212

Legal Description Lot 4, Block E, Country Acres 6th Addition

Sale Price $ _____ Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes $ Exempt (yr) Loan charges to be paid by seller $ _____ Other sales concessions _____

Lender/Client City of Wichita-Property Management Address 455 N. Main, 13th Floor, Wichita, KS 67202-1600

Occupant Vacant Appraiser Mark Freitag, SRA Instructions to Appraiser Market Value Appraisal

NEIGHBORHOOD

Location	☒ Urban	☐ Suburban	☐ Rural
Built Up	☒ Over 75%	☐ 25% to 75%	☐ Under 25%
Growth Rate ☐ Fully Dev.	☐ Rapid	☐ Steady	☒ Slow
Property Values	☐ Increasing	☒ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use 15% 1 Family 5% 2-4 Family 15% Apts. 20% Condo 35% Commercial ___% Industrial 10% Vacant ___%

Change in Present Land Use ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*)

(*) From _____ To _____

Predominant Occupancy ☐ Owner ☒ Tenant 7 % Vacant

Single Family Price Range $ 23,500 to $ 51,000 Predominant Value $ 43,000

Single Family Age 24 yrs. to 28 yrs. Predominant Age 25 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☐	☒	☐	☐
Convenience to Employment	☐	☒	☐	☐
Convenience to Shopping	☒	☐	☐	☐
Convenience to Schools	☐	☒	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☐	☒	☐	☐
Property Compatibility	☐	☐	☒	☐
Protection from Detrimental Conditions	☐	☐	☒	☐
Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☒	☐	☐
Appeal to Market	☐	☐	☒	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located in a mixed use neighborhood which has been slow to develop. Neighborhood land uses include office buildings, self-storage units, condominiums, fourplexes, duplexes, apartments and single family. The single family dwellings, which adjoin the subject lots, are low income rental housing owned by by the City of Wichita. The neighborhood property mix will reduce the marketability of the subject lots significantly.

SITE

Dimensions 87.96' 129.26' x 64.07' x 114.38' = 9,261 Sq. Ft. or Acres ☐ Corner Lot

Zoning classification SF5-Single Family Present Improvements [N] do [A] do not conform to zoning regulations

Highest and best use ☐ Present use ☒ Other (specify) Single Family Detached housing targeted at first time, low end home buyers.

	Public	Other (Describe)	OFF SITE IMPROVEMENTS			Topo Level
Elec.	☒		Street Access	☒ Public	☐ Private	Size Typical
Gas	☒		Surface Asphalt			Shape Irregular
Water	☒		Maintenance	☒ Public	☐ Private	View Fair-Mixed
San. Sewer	☒		☒ Storm Sewer	☒ Curb/Gutter		Drainage Adequate
	☒	Underground Elect. & Tel.	☐ Sidewalk	☒ Street Lights		Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): Subject appears to be suitable for construction with minimal site preparation.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Lot 4, Blk E, Country Acres 6th Wichita	557 N Elder Wichita		1933 S Waco Wichita		403 N Clayton Wichita	
Proximity to Subject		0.94 miles E		4.94 miles SE		2.47 miles E	
Sales Price	$		$ 10,500		$ 8,000		$ 7,000
Price /Square Foot	$		$ .92		$ .84		$ 1.05
Data Source	Inspection	MLS		MLS		MLS	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION 5/07	+(-)$ Adjust.	DESCRIPTION 5/08	+(-)$ Adjust.	DESCRIPTION 1/08	+(-)$ Adjust.
Location	Urban/Average	Urban/Fair	+4,500	Urban/Fair	+4,500	Urban/Fair	+4,500
Site/View	9,261	11,355/Average	-1,600	9,520/Average	-200	6,650/Average	+1,900
Zoning	Single Family	Single Family		Two Family		Two Family	
Street	Paved	Paved		Paved		Paved	
Nearby Influences	Fair	Average	-4,500	Average	-4,500	Average	-4,500
Sales or Financing Concessions							
Net Adj. (Total)		☐ + ☒ -	$ -1,600	☐ + ☒ -	$ -200	☒ + ☐ -	$ 1,900
Indicated Value of Subject			$ 8,900		$ 7,800		$ 8,900

RECONCILIATION

Comments on Market Data: Sales 1 and 2 required the least adjustment. The values indicated by these sales are weighted most heavily in the final value estimate. No comparable sales were discovered in the subject neighborhood. No comparable sales were discovered which exhibit the unique locational elements of the subject neighborhood. The above sales were the most comparable, recent sales discovered in Wichita.

Comments and Conditions of Appraisal: The market for residential home sites in this neighborhood is considered to be very limited. The most probable buyer is likely to be a non-profit entity such as Habitat For Humanity, Mennonite Housing, Power Development Corporation, etc. Given the neighborhood profile it is recommended the the City of Wichita extend benefits to potential buyers similar to other redevelopment areas. An additional recommendation would be to consider a zoning change or variance from current regulations to allow for additional units per lot.

Final Reconciliation: The sales comparison approach was the only applicable valuation technique. No sales or listings of the subject lots were discovered in the past three years. City officials indicate that the subject sites have not been marketed in the past three years.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 15 2008 to be $ 8,500

Mark Freitag, SRA
Appraiser(s)

_____ ☐ Did ☐ Did Not Physically Inspect Property
Review Appraiser (if applicable)

[Y2K]

LAND APPRAISAL REPORT

File No. M2156

IDENTIFICATION

Borrower _____ Census Tract 93.02 Map Reference 116

Property Address Lot 5, Block E, Country Acres 6th Addition

City Wichita County Sedgwick State KS Zip Code 67212

Legal Description Lot 5, Block E, Country Acres 6th Addition

Sale Price $ _____ Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes $ Exempt (yr) Loan charges to be paid by seller $ _____ Other sales concessions _____

Lender/Client City of Wichita-Property Management Address 455 N. Main, 13th Floor, Wichita, KS 67202-1600

Occupant Vacant Appraiser Mark Freitag, SRA Instructions to Appraiser Market Value Appraisal

NEIGHBORHOOD

Location	☒ Urban	☐ Suburban	☐ Rural
Built Up	☒ Over 75%	☐ 25% to 75%	☐ Under 25%
Growth Rate ☐ Fully Dev.	☐ Rapid	☐ Steady	☒ Slow
Property Values	☐ Increasing	☒ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use 15% 1 Family 5% 2-4 Family 15% Apts. 20% Condo 35% Commercial ___% Industrial 10% Vacant ___% _____

Change in Present Land Use ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*)

(*) From _____ To _____

Predominant Occupancy ☐ Owner ☒ Tenant 7 % Vacant

Single Family Price Range $ 23,500 to $ 51,000 Predominant Value $ 43,000

Single Family Age 24 yrs. to 28 yrs. Predominant Age 25 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☐	☒	☐	☐
Convenience to Employment	☐	☒	☐	☐
Convenience to Shopping	☒	☐	☐	☐
Convenience to Schools	☐	☒	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☐	☒	☐	☐
Property Compatibility	☐	☐	☒	☐
Protection from Detrimental Conditions	☐	☐	☒	☐
Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☒	☐	☐
Appeal to Market	☐	☐	☒	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located in a mixed use neighborhood which has been slow to develop. Neighborhood land uses include office buildings, self-storage units, condominiums, fourplexes, duplexes, apartments and single family. The single family dwellings, which adjoin the subject lots, are low income rental housing owned by by the City of Wichita. The neighborhood property mix will reduce the marketability of the subject lots significantly.

SITE

Dimensions 87.96' 130.75' x 58.64' x 129.28' = 9,530 Sq. Ft. or Acres ☐ Corner Lot

Zoning classification SF5-Single Family Present Improvements [N] do [A] do not conform to zoning regulations

Highest and best use ☐ Present use ☒ Other (specify) Single Family Detached housing targeted at first time, low end home buyers.

	Public	Other (Describe)
Elec.	☒	
Gas	☒	
Water	☒	
San. Sewer	☒	
	☒	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access ☒ Public ☐ Private

Surface Asphalt

Maintenance ☒ Public ☐ Private

☒ Storm Sewer ☒ Curb/Gutter

☐ Sidewalk ☒ Street Lights

Topo Level

Size Typical

Shape Irregular

View Fair-Mixed

Drainage Adequate

Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): Subject appears to be suitable for construction with minimal site preparation.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Lot 5, Blk E, Country Acres 6th Wichita	557 N Elder Wichita		1933 S Waco Wichita		403 N Clayton Wichita	
Proximity to Subject		0.94 miles E		4.94 miles SE		2.47 miles E	
Sales Price	$		$ 10,500		$ 8,000		$ 7,000
Price /Square Foot	$		$ .92		$ .84		$ 1.05
Data Source	Inspection	MLS		MLS		MLS	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION 5/07	+(-)$ Adjust.	DESCRIPTION 5/08	+(-)$ Adjust.	DESCRIPTION 1/08	+(-)$ Adjust.
Location	Urban/Average	Urban/Fair	+4,500	Urban/Fair	+4,500	Urban/Fair	+4,500
Site/View	9,530	11,355/Average	-1,400	9,520/Average	0	6,650/Average	+2,100
Zoning	Single Family	Single Family		Two Family		Two Family	
Street	Paved	Paved		Paved		Paved	
Nearby Influences	Fair	Average	-4,500	Average	-4,500	Average	-4,500
Sales or Financing Concessions							
Net Adj. (Total)		☐ + ☒ -	$ -1,400	☐ + ☐ -	$	☒ + ☐ -	$ 2,100
Indicated Value of Subject			$ 9,100		$ 8,000		$ 9,100

RECONCILIATION

Comments on Market Data: Sales 1 and 2 required the least adjustment. The values indicated by these sales are weighted most heavily in the final value estimate. No comparable sales were discovered in the subject neighborhood. No comparable sales were discovered which exhibit the unique locational elements of the subject neighborhood. The above sales were the most comparable, recent sales discovered in Wichita.

Comments and Conditions of Appraisal: The market for residential home sites in this neighborhood is considered to be very limited. The most probable buyer is likely to be a non-profit entity such as Habitat For Humanity, Mennonite Housing, Power Development Corporation, etc. Given the neighborhood profile it is recommended the the City of Wichita extend benefits to potential buyers similar to other redevelopment areas. An additional recommendation would be to consider a zoning change or variance from current regulations to allow for additional units per lot.

Final Reconciliation: The sales comparison approach was the only applicable valuation technique. No sales or listings of the subject lots were discovered in the past three years. City officials indicate that the subject sites have not been marketed in the past three years.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 15 2008 to be $ 8,500

Mark Freitag, SRA
Appraiser(s)

_____ ☐ Did ☐ Did Not Physically Inspect Property
Review Appraiser (if applicable)

[Y2K]

LAND APPRAISAL REPORT

File No. M2157

IDENTIFICATION

Borrower _____ Census Tract 93.02 Map Reference 116

Property Address Lot 23, Block E, Country Acres 6th Addition

City Wichita County Sedgwick State KS Zip Code 67212

Legal Description Part of Lot 23, Block E, Country Acres 6th Addition (See Contract)

Sale Price $ _____ Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD

Actual Real Estate Taxes $ Exempt (yr) Loan charges to be paid by seller $ _____ Other sales concessions _____

Lender/Client City of Wichita-Property Management Address 455 N. Main, 13th Floor, Wichita, KS 67202-1600

Occupant Vacant Appraiser Mark Freitag, SRA Instructions to Appraiser Market Value Appraisal

NEIGHBORHOOD

Location	[X] Urban	[ ] Suburban	[ ] Rural
Built Up	[X] Over 75%	[ ] 25% to 75%	[ ] Under 25%
Growth Rate [ ] Fully Dev.	[ ] Rapid	[ ] Steady	[X] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Oversupply
Marketing Time	[ ] Under 3 Mos.	[X] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use 15% 1 Family 5% 2-4 Family 15% Apts. 20% Condo 35% Commercial ___% Industrial 10% Vacant ___%

Change in Present Land Use [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)

(*) From _____ To _____

Predominant Occupancy [ ] Owner [X] Tenant 7 % Vacant

Single Family Price Range $ 23,500 to $ 51,000 Predominant Value $ 43,000

Single Family Age 24 yrs. to 28 yrs. Predominant Age 25 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	[ ]	[X]	[ ]	[ ]
Convenience to Employment	[ ]	[X]	[ ]	[ ]
Convenience to Shopping	[X]	[ ]	[ ]	[ ]
Convenience to Schools	[ ]	[X]	[ ]	[ ]
Adequacy of Public Transportation	[ ]	[X]	[ ]	[ ]
Recreational Facilities	[ ]	[X]	[ ]	[ ]
Adequacy of Utilities	[ ]	[X]	[ ]	[ ]
Property Compatibility	[ ]	[ ]	[X]	[ ]
Protection from Detrimental Conditions	[ ]	[ ]	[X]	[ ]
Police and Fire Protection	[ ]	[X]	[ ]	[ ]
General Appearance of Properties	[ ]	[X]	[ ]	[ ]
Appeal to Market	[ ]	[ ]	[X]	[ ]

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located in a mixed use neighborhood which has been slow to develop. Neighborhood land uses include office buildings, self-storage units, condominiums, fourplexes, duplexes, apartments and single family. The single family dwellings, which adjoin the subject lots, are low income rental housing owned by by the City of Wichita. The neighborhood property mix will reduce the marketability of the subject lots significantly.

SITE

Dimensions 50.04' x 122.93' x 53.76' x 122.93' = 6,380 Sq. Ft. or Acres [ ] Corner Lot

Zoning classification SF5-Single Family Present Improvements [N] do [A] do not conform to zoning regulations

Highest and best use [ ] Present use [X] Other (specify) Single Family Detached housing targeted at first time, low end home buyers.

	Public	Other (Describe)
Elec.	[X]	
Gas	[X]	
Water	[X]	
San. Sewer	[X]	
[X] Underground Elect. & Tel.		

OFF SITE IMPROVEMENTS

Street Access [X] Public [ ] Private

Surface Asphalt

Maintenance [X] Public [ ] Private

[X] Storm Sewer [X] Curb/Gutter

[ ] Sidewalk [X] Street Lights

Topo Level

Size Typical

Shape Irregular

View Fair-Mixed

Drainage Adequate

Is the property located in a HUD Identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): Subject appears to be suitable for construction with minimal site preparation.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Lot 23, Blk E, Country Acres 6th Wichita	557 N Elder Wichita		1933 S Waco Wichita		403 N Clayton Wichita	
Proximity to Subject		0.94 miles E		4.94 miles SE		2.47 miles E	
Sales Price	$		$ 10,500		$ 8,000		$ 7,000
Price /Square Foot	$		$ .92		$ .84		$ 1.05
Data Source	Inspection	MLS		MLS		MLS	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.
		5/07		5/08		1/08	
Location	Urban/Average	Urban/Fair	+4,500	Urban/Fair	+4,500	Urban/Fair	+4,500
Site/View	6,380	11,355/Average	-3,700	9,520/Average	-2,300	6,650/Average	-200
Zoning	Single Family	Single Family		Two Family		Two Family	
Street	Paved	Paved		Paved		Paved	
Nearby Influences	Fair	Average	-4,500	Average	-4,500	Average	-4,500
Sales or Financing Concessions							
Net Adj. (Total)		[ ] + [X] -	$ -3,700	[ ] + [X] -	$ -2,300	[ ] + [X] -	$ -200
Indicated Value of Subject			$ 6,800		$ 5,700		$ 6,800

RECONCILIATION

Comments on Market Data: Sale 1 required the least adjustment. The value indicated by this sale is weighted most heavily in the final value estimate. No comparable sales were discovered in the subject neighborhood. No comparable sales were discovered which exhibit the unique locational elements of the subject neighborhood. The above sales were the most comparable, recent sales discovered in Wichita.

Comments and Conditions of Appraisal: The market for residential home sites in this neighborhood is considered to be very limited. The most probable buyer is likely to be a non-profit entity such as Habitat For Humanity, Mennonite Housing, Power Development Corporation, etc. Given the neighborhood profile it is recommended the the City of Wichita extend benefits to potential buyers similar to other redevelopment areas. An additional recommendation would be to consider a zoning change or variance from current regulations to allow for additional units per lot.

Final Reconciliation: The sales comparison approach was the only applicable valuation technique. No sales or listings of the subject lots were discovered in the past three years. City officials indicate that the subject sites have not been marketed in the past three years.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 15 2008 to be $ 6,500

Mark Freitag, SRA
Appraiser(s)

_____ [ ] Did [ ] Did Not Physically Inspect Property
Review Appraiser (if applicable)

[Y2K]

LAND APPRAISAL REPORT

File No. M2158

IDENTIFICATION

Borrower _____ Census Tract 93.02 Map Reference 116

Property Address Lot 24, Block E, Country Acres 6th Addition

City Wichita County Sedgwick State KS Zip Code 67212

Legal Description Lot 24, Block E, Country Acres 6th Addition

Sale Price $ _____ Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes $ Exempt (yr) Loan charges to be paid by seller $ _____ Other sales concessions _____

Lender/Client City of Wichita-Property Management Address 455 N. Main, 13th Floor, Wichita, KS 67202-1600

Occupant Vacant Appraiser Mark Freitag, SRA Instructions to Appraiser Market Value Appraisal

NEIGHBORHOOD

Location	☒ Urban	☐ Suburban	☐ Rural
Built Up	☒ Over 75%	☐ 25% to 75%	☐ Under 25%
Growth Rate	☐ Fully Dev. ☐ Rapid	☐ Steady	☒ Slow
Property Values	☐ Increasing	☒ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use 15% 1 Family 5% 2-4 Family 15% Apts. 20% Condo 35% Commercial ___% Industrial 10% Vacant ___% _____

Change in Present Land Use ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*)

(*) From _____ To _____

Predominant Occupancy ☐ Owner ☒ Tenant 7 % Vacant

Single Family Price Range $ 23,500 to $ 51,000 Predominant Value $ 43,000

Single Family Age 24 yrs. to 28 yrs. Predominant Age 25 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☐	☒	☐	☐
Convenience to Employment	☐	☒	☐	☐
Convenience to Shopping	☒	☐	☐	☐
Convenience to Schools	☐	☒	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☐	☒	☐	☐
Property Compatibility	☐	☐	☒	☐
Protection from Detrimental Conditions	☐	☐	☒	☐
Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☒	☐	☐
Appeal to Market	☐	☐	☒	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located in a mixed use neighborhood which has been slow to develop. Neighborhood land uses include office buildings, self-storage units, condominiums, fourplexes, duplexes, apartments and single family. The single family dwellings, which adjoin the subject lots, are low income rental housing owned by by the City of Wichita. The neighborhood property mix will reduce the marketability of the subject lots significantly.

SITE

Dimensions 74.98' x 122.93' x 89.88' x 120' = 10,012 Sq. Ft. or Acres ☐ Corner Lot

Zoning classification SF5-Single Family Present Improvements [N] do [A] do not conform to zoning regulations

Highest and best use ☐ Present use ☒ Other (specify) Single Family Detached housing targeted at first time, low end home buyers.

	Public	Other (Describe)
Elec.	☒	
Gas	☒	
Water	☒	
San. Sewer	☒	
	☒ Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS

Street Access ☒ Public ☐ Private

Surface Asphalt

Maintenance ☒ Public ☐ Private

☒ Storm Sewer ☒ Curb/Gutter

☐ Sidewalk ☒ Street Lights

Topo Level

Size Typical

Shape Irregular

View Fair-Mixed

Drainage Adequate

Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): Subject appears to be suitable for construction with minimal site preparation.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Lot 24, Blk E, Country Acres 6th Wichita	557 N Elder Wichita		1933 S Waco Wichita		403 N Clayton Wichita	
Proximity to Subject		0.94 miles E		4.94 miles SE		2.47 miles E	
Sales Price	$		$ 10,500		$ 8,000		$ 7,000
Price /Square Foot	$		$ .92		$ .84		$ 1.05
Data Source	Inspection	MLS		MLS		MLS	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.
		5/07		5/08		1/08	
Location	Urban/Average	Urban/Fair	+4,500	Urban/Fair	+4,500	Urban/Fair	+4,500
Site/View	10,012	11,355/Average	-1,000	9,520/Average	+400	6,650/Average	+2,500
Zoning	Single Family	Single Family		Two Family		Two Family	
Street	Paved	Paved		Paved		Paved	
Nearby Influences	Fair	Average	-4,500	Average	-4,500	Average	-4,500
Sales or Financing Concessions							
Net Adj. (Total)		☐ + ☒ -	$ -1,000	☒ + ☐ -	$ 400	☒ + ☐ -	$ 2,500
Indicated Value of Subject			$ 9,500		$ 8,400		$ 9,500

RECONCILIATION

Comments on Market Data: Sales 1 and 2 required the least adjustment. The values indicated by these sales are weighted most heavily in the final value estimate. No comparable sales were discovered in the subject neighborhood. No comparable sales were discovered which exhibit the unique locational elements of the subject neighborhood. The above sales were the most comparable, recent sales discovered in Wichita.

Comments and Conditions of Appraisal: The market for residential home sites in this neighborhood is considered to be very limited. The most probable buyer is likely to be a non-profit entity such as Habitat For Humanity, Mennonite Housing, Power Development Corporation, etc. Given the neighborhood profile it is recommended the the City of Wichita extend benefits to potential buyers similar to other redevelopment areas. An additional recommendation would be to consider a zoning change or variance from current regulations to allow for additional units per lot.

Final Reconciliation: The sales comparison approach was the only applicable valuation technique. No sales or listings of the subject lots were discovered in the past three years. City officials indicate that the subject sites have not been marketed in the past three years.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 15 2008 to be $ 9,000

Mark Freitag, SRA
Appraiser(s)

_____ ☐ Did ☐ Did Not Physically Inspect Property
Review Appraiser (if applicable)

[Y2K]

LAND APPRAISAL REPORT

File No. M2159

IDENTIFICATION

Borrower _____ Census Tract 98.02 Map Reference 116

Property Address Lot 25, Block E, Country Acres 6th Addition

City Wichita County Sedgwick State KS Zip Code 67212

Legal Description Lot 25, Block E, Country Acres 6th Addition

Sale Price $ _____ Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD

Actual Real Estate Taxes $ Exempt (yr) Loan charges to be paid by seller $ _____ Other sales concessions _____

Lender/Client City of Wichita-Property Management Address 455 N. Main, 13th Floor, Wichita, KS 67202-1600

Occupant Vacant Appraiser Mark Freitag, SRA Instructions to Appraiser Market Value Appraisal

NEIGHBORHOOD

Location	[X] Urban	[ ] Suburban	[ ] Rural
Built Up	[X] Over 75%	[ ] 25% to 75%	[ ] Under 25%
Growth Rate	[ ] Fully Dev.	[ ] Rapid	[ ] Steady	[X] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Oversupply
Marketing Time	[ ] Under 3 Mos.	[X] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use 15% 1 Family 5% 2-4 Family 15% Apts. 20% Condo 35% Commercial ___% Industrial 10% Vacant ___% _____

Change in Present Land Use [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)

(*) From _____ To _____

Predominant Occupancy [ ] Owner [X] Tenant 7 % Vacant

Single Family Price Range $ 23,500 to $ 51,000 Predominant Value $ 43,000

Single Family Age 24 yrs. to 28 yrs. Predominant Age 25 yrs.

	Good	Avg.	Fair	Poor
Employment Stability		X		
Convenience to Employment		X		
Convenience to Shopping	X			
Convenience to Schools		X		
Adequacy of Public Transportation		X		
Recreational Facilities		X		
Adequacy of Utilities		X		
Property Compatibility			X	
Protection from Detrimental Conditions			X	
Police and Fire Protection		X		
General Appearance of Properties		X		
Appeal to Market			X	

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located in a mixed use neighborhood which has been slow to develop. Neighborhood land uses include office buildings, self-storage units, condominiums, fourplexes, duplexes, apartments and single family. The single family dwellings, which adjoin the subject lots, are low income rental housing owned by by the City of Wichita. The neighborhood property mix will reduce the marketability of the subject lots significantly.

SITE

Dimensions 85' x 120' = 10,200 Sq. Ft. or Acres [X] Corner Lot

Zoning classification SF5-Single Family Present Improvements [N] do [A] do not conform to zoning regulations

Highest and best use [ ] Present use [X] Other (specify) Single Family Detached housing targeted at first time, low end home buyers.

	Public	Other (Describe)
Elec.	X	
Gas	X	
Water	X	
San. Sewer	X	
	X Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS

Street Access [X] Public [ ] Private

Surface Asphalt

Maintenance [X] Public [ ] Private

[X] Storm Sewer [X] Curb/Gutter

[ ] Sidewalk [X] Street Lights

Topo Level

Size Typical

Shape Rectangular

View Fair-Mixed

Drainage Adequate

Is the property located in a HUD Identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): Subject appears to be suitable for construction with minimal site preparation.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description incl[redacted] adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is sup[redacted] to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Lot 25, Blk E, Country Acres 6th Wichita	557 N Elder Wichita		1933 S Waco Wichita		403 N Clayton Wichita	
Proximity to Subject		0.94 miles E		4.94 miles SE		2.47 miles E	
Sales Price	$		$ 10,500		$ 8,000		$ 7,000
Price /Square Foot	$		$ .92		$ .84		$ 1.05
Data Source	Inspection	MLS		MLS		MLS	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.
		5/07		5/08		1/08	
Location	Urban/Average	Urban/Fair	+4,500	Urban/Fair	+4,500	Urban/Fair	+4,500
Site/View	10,200	11,355/Average	-900	9,520/Average	+500	6,650/Average	+2,600
Zoning	Single Family	Single Family		Two Family		Two Family	
Street	Paved	Paved		Paved		Paved	
Nearby Influences	Fair	Average	-4,500	Average	-4,500	Average	-4,500
Sales or Financing Concessions							
Net Adj. (Total)		[ ] + [X] -	$ -900	[X] + [ ] -	$ 500	[X] + [ ] -	$ 2,600
Indicated Value of Subject			$ 9,600		$ 8,500		$ 9,600

RECONCILIATION

Comments on Market Data: Sales 1 and 2 required the least adjustment. The values indicated by these sales are weighted most heavily in the final value estimate. No comparable sales were discovered in the subject neighborhood. No comparable sales were discovered which exhibit the unique locational elements of the subject neighborhood. The above sales were the most comparable, recent sales discovered in Wichita.

Comments and Conditions of Appraisal: The market for residential home sites in this neighborhood is considered to be very limited. The most probable buyer is likely to be a non-profit entity such as Habitat For Humanity, Mennonite Housing, Power Development Corporation, etc. Given the neighborhood profile it is recommended the the City of Wichita extend benefits to potential buyers similar to other redevelopment areas. An additional recommendation would be to consider a zoning change or variance from current regulations to allow for additional units per lot.

Final Reconciliation: The sales comparison approach was the only applicable valuation technique. No sales or listings of the subject lots were discovered in the past three years. City officials indicate that the subject sites have not been marketed in the past three years.

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Mark Freitag, SRA
Appraiser(s)

_____ [ ] Did [ ] Did Not Physically Inspect Property
Review Appraiser (if applicable)

[Y2K]

Response to Section 5, line 10 – Calculation of Net Proceeds

The estimated sales price is $67,000. From that an estimated $6,700 sales commission and $2,100 for closing cost. The net proceeds are estimated at $58,200.

The Wichita Housing Authority records indicate that the KS004000004 development consolidated bond issue's maturity date is February 1, 2011. The Wichita Housing Authority requests a waiver for the requirement to repay the development debt.

Response to Section 5, line 11 – How will the Net Proceeds be used?

The net proceeds will be deposited to the Public Housing Operating Fund to help defray costs for the maintenance of the Public Housing single-family dwellings for AMP 4 (KS004000004).

Field Office HA: **KS004 WICHITA**
Application: **DDA0003232**
Development: **KS004000004 SCATTERED SITES**

Application Status

Application Type: **Disposition** Processor: **SAC-Chicago**
Application Status: **Draft** Status Date: **10/27/2008**

Section 7: Resident Consultation

Modify Section 7

1. Describe how the residents of the development were informed and consulted about the proposed action.
Attach a narrative explaining the PHA's consultation with the residents of the affected Development and reference it as Section 7, line 1

If proposed action is for Demolition and/or Disposition under Section 18 of the Act, complete questions 2-5

2. Resident Council (at development): Provide the name of the Resident Council representing the residents of the development **none**
Attach a narrative explaining the PHA's consultation with the Resident Council of the affected Development and reference it as Section 7, line 2

3. Resident Council (PHA-jurisdiction-wide): Provide the name of the PHA-wide Resident Council representing the interests of the residents of the development **none**
Attach a narrative explaining the PHA's consultation with Resident Council (PHA jurisdiction-wide), and reference it as Section 7, line 3

4. Resident Advisory Board (RAB) (as defined by 24 CFR 903.13):
Attach a narrative explaining the PHA's consultation with the RAB and reference it as Section 7,

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line 4.

5. Did you receive any written comments from the residents, the Resident Council(s), or the RAB? ◉ Yes ○ No

If yes, attach the comments, along with any evaluation the PHA has made of those comments and reference it as Section 7, line 5

Return to Application Index

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Response to Section 7 line 1 – Describe how the residents of the development were informed and consulted about this activity.

The residents in the KS004000004 (AMP 4) single-family development were individually informed by a mailed notice, which included an invitation to a community meeting regarding the sale of the 8 vacant residential lots. (see attached notice and meeting report)

CITY OF WICHITA

MEMORANDUM

TO: Public Housing Residents of the KS004000004 Housing Development

FROM: Tom Byler, Housing Manager

SUBJECT: Meeting Notice and Notice of Potential Sale of Vacant Lots

DATE: August 1, 2008

The City of Wichita Housing Authority (WHA) is making application to the U. S. Department of HUD to market for sale the Wichita Housing Authority vacant residential lots located at:

Lots 1 – 5 and Lots 23 – 25, Block E, Country Acres 6th Addition. These vacant lots **(no houses on them)** are commonly described as a part of Country Acres Park located on 6900 block of West Newell. The vacant lots are on the corner of Newell and Wayside across the street south of the West Branch YMCA facility. The property being sold will not include the location of the current play ground equipment.

The WHA is planning to place the vacant lots on the market with sales prices ranging from $6,500 to $9,000 per lot. The eight vacant lots are considered to be surplus property.

According to the regulations provided in Section 18 of the Housing Act of 1937, the WHA must offer the property for purchase to a recognized Public Housing resident association or a resident group of the KS004000004 development. As there is no resident organization for the development, the WHA will be holding a meeting in the Housing and Community Services Building, 332 N. Riverview on Friday, August 8th, 2008, at 9:30 a.m. for residents to voice their concerns with the sale of the property and to receive any purchase offers from a qualified resident organization. **Your attendance at this meeting is optional and not a requirement for your continued occupancy in Public Housing**. Should you have an interest in purchasing the above property and are unable to attend the scheduled meeting, you may provide written comments to the Wichita Housing Authority, Attn: Tom Byler, 332 N. Riverview, Wichita, KS, 67203, prior to August 9, 2008. For further information, you may call Tom Byler at 462-3700.

Tom Byler, Housing Manager

Disposition Meeting Report
August 8, 2008
9:30 a.m.

Tom Byler, Housing Manager, held the scheduled meeting regarding the sale of two vacant residential lots in the KS004000003 development located at the 6900 blocks of Newell and Frazier, Wichita, KS, on August 8, 2008, at the Housing and Community Services building. None of the invitees were in attendance. The meeting was adjourned at 10:00 a.m.

Tom Byler, Housing Manager

Response to Section 7, line 4 – Resident Advisory Board (RAB) as defined by 24 CFR Section 903.13:

The Resident Advisory Board is named the Wichita Housing Authority Tenant Advisory Board (TAB). Tom Byler, Housing Manager, informed the TAB at the regularly scheduled meeting on June 16, 2008, of the proposed marketing and sale of the eight vacant residential lots in the KS004000004 development (AMP 4). The TAB voted unanimously to support the marketing and sale of the vacant lots.

A copy of the TAB letter of approval and meeting minutes are attached.

Tom Byler, Housing Manager
City of Wichita Housing Authority
Housing and Community Services Department

7/24/08
Date

TENANT ADVISORY BOARD
CITY OF WICHITA HOUSING AUTHORITY

July 17, 2008

Mary K. Vaughn, Executive Director
City of Wichita Housing Authority
332 N. Riverview
Wichita, Kansas 67203

RE: Vacant Lot Disposition

Dear Ms. Vaughn:

The Tenant Advisory Board met on July 16, 2008 and discussed the sale of 10 vacant lots, which are currently owned by the City of Wichita Housing Authority. The vacant lots were the result of previous demolition in the KS004000003 Development and surplus building lots in the KS00400004 Development.

The Tenant Advisory Board voted by a majority vote, to support the Wichita Housing Authority, in its efforts to place the 10 vacant lots on the market and sale at the appraisal price. The Tenant Advisory Board believes that the sale of the vacant lots will be a benefit to the Wichita Housing Authority by lowering unnecessary maintenance costs and the proceeds of the sale will be applied to operating expenses at the two developments. In addition, the Board has is not aware of any resident organization, including itself, that has an interest in the purchase of the vacant lots.

Sincerely,

Fern Griffith

Fern Griffith
President, Tenant Advisory Board

TENANT ADVISORY BOARD
Meeting Minutes
July 16, 2008

Members present:	Yvonne Dixon Gary Jones Fern Griffith	Carol Neer Richard Harrod	Mary Tune Roy Moseley
Members absent	Carol Adams	Beverly Allen	Ruth de Shazo
Guests:	Tom Byler, Gail Lotson, Mary K. Vaughn, Brad Snapp		

I. Call to Order

The meeting was called to order at 12:00 p.m. by Gary Jones, who was asked to preside until Fern Griffith was able to attend later. Tom Byler introduced Mary K. Vaughn and Brad Snapp.

II. Minutes of the May 14, 2008 Meeting.

The Minutes of the May 14, 2008 meeting were approved without changes.

III. By-Laws

The discussion of the by-laws was deferred until Fern Griffith's arrival. Upon Fern's arrival, discussion ensued related to the revised bylaws, which Fern had previously distributed. It was moved and seconded that the revised bylaws be adopted. Motion passed unanimously.

IV. Five-Year Plan

Tom Byler asked if anyone had any questions about the Agency Five-Year and 2009 Annual Plan, which was distributed to the Board in June. Having none, Tom explained that the Plan would be placed for public review the first part of August and the Housing Authority Board will hold the public hearing in the regular City Council Meeting on October 7, 2008. Advisory Board members were reminded that the Board's comment to the Plan should be made in the September 10th regular meeting.

V. Other Business

Mary K. Vaughn presented Roy Moseley with his City Excellence and Commitment Award for his over ten years of service as an employee at the City.

V. Other Business (cont'd)

Tom Byler presented the planned application to the Department of HUD Special Application Center for the marketing and sale of 10 vacant residential lots, which are excess to the needs of the Wichita Housing Authority and a sale will not interfere with the continued operation of the two developments. He explained that the Board had previously supported this action in 2005. The motion was made and seconded that the Wichita Housing Authority proceed with the application, authorize the President to sign a letter of support and state that the Board did not know of any resident organization, including itself, that had an interest in the purchase of the property. The motion carried unanimously.

The Board discussed the revised Rules of Order, which had been previously presented to the Board. It was moved and seconded that the Board approve the revised rules or order. The motion carried unanimously.

VI. Next Meeting

The next meeting will be September 10, 2008.

VII. Adjournment

The meeting was adjourned at 12:36 p.m.

Response to Section 7, line 5 – Tenant Advisory Board (RAB) written comments.

The Wichita Housing Authority Tenant Advisory Board represents all residents of the Wichita Housing Authority pursuant to 24 CFR 903.13. The Tenant Advisory Board has been existence since 1999. In a regularly scheduled meeting on July 16, 2008, the Tenant Advisory Board discussed and approved to market and sale the vacant residential lots. Attached is the written approval and comments by the Board.

7/24/08

Tom Byler, Housing Manager date
City of Wichita Housing Authority
Housing and Community Services Department

TENANT ADVISORY BOARD
CITY OF WICHITA HOUSING AUTHORITY

July 17, 2008

Mary K. Vaughn, Executive Director
City of Wichita Housing Authority
332 N. Riverview
Wichita, Kansas 67203

RE: Vacant Lot Disposition

Dear Ms. Vaughn:

The Tenant Advisory Board met on July 16, 2008 and discussed the sale of 10 vacant lots, which are currently owned by the City of Wichita Housing Authority. The vacant lots were the result of previous demolition in the KS004000003 Development and surplus building lots in the KS00400004 Development.

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Sincerely,

Fern Griffith

Fern Griffith
President, Tenant Advisory Board

City of Wichita
City Council Meeting
December 1, 2009

TO: Wichita Airport Authority

SUBJECT: Air Capital Terminal 3 (ACT 3)
HNTB Supplemental Agreement No. 10
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve Supplemental Agreement No. 10.

Background: HNTB was selected through the Staff Screening Process as the design team to integrate and sequence on a campus-wide basis various related elements of the overall terminal area redevelopment program. The intent was that supplemental agreements would be entered into each time a new element was added, some being funded from budget sources separate from the main Air Capital Terminal 3 (ACT 3) project. Utilizing HNTB for these elements ensures consistency and efficiencies between complex related program components regardless of the funding source. The following table depicts the original contract with HNTB and the supplemental agreements to date:

	Amount	Description	Date
Contract	$12,660,000.00	ACT 3 Design Contract	6/18/2006
SA#1	128,709.00	North Shuttle Lot, Construction Related Services	2/7/2008
SA#2	311,767.00	Apron Phase I, Resident Engineering	8/5/2008
SA#3	53,137.00	Customs Federal Inspection Facilities Design	9/23/2008
SA#4	43,594.00	North Shuttle Lot, Additional Construction Related Services	1/27/2009
SA#5	74,369.00	Interim Customs Construction Related Services (CRS)	5/12/2009
SA#6	42,414.00	East Data Center Design, Bid & CRS	6/9/2009
SA#7	374,018.00	Apron Phase II, Construction Related Services (CRS)	7/7/2009
SA#8	500,969.00	Landside Utilities, Phase I, Construction Related Svc. (CRS)	7/7/2009
SA#9	13,537.00	East Data Center Emergency Generator Design & CRS	11/24/2009
SA#10	-283,237.00	ACT 3 Design Contract Amendments	12/1/2009
	$13,919,277.00	Total Fee	

Analysis: As the terminal design developed, several changes were identified which modified the scope of services. Changes included reducing the original scope of services to reduce the project cost, shifting some work into other projects and adding some design work to better accommodate the needs of building tenants. Staff has prepared a supplemental agreement identifying these scope and service changes. See the following chart:

Exhibit #	Amount	Description	
F	31,144.00	Alternative to renovate existing terminal	ASR #1

G	163,732.00	Prepare alternative concept	ASR # 2R
H	(874,095.00)	Eliminate elevated roadway	ASR #3a
I	(4,520.00)	Change to single level terminal concept	ASR #3c
J	(24,835.00)	Reduced area of apron paving	ASR #3d
K	(49,009.00)	Reduced terminal roadways	ASR #3g
L	(150,818.00)	Reduced Surface parking lots	ASR #3h
M	(17,519.00)	Change from new exit plaza to revised existing exit plaza	ASR #3i
N	(17,920.00)	Reduce Mid-Continent Drive enhancements	ASR #3j
O	(3,244.00)	Delete covered walkway	ASR #3k
P	(7,262.00)	Reduce landside site feature	ASR #3l
Q	202,468.00	Design Phase LEED Services	ASR #5a.1
R	16,070.00	MEP Value Engineering Workshop	ASR #5c
S	89,715.00	Connecting tunnel to existing terminal	ASR #9.1
T	224,804.00	Alternate for West Gates and additional shell space	ASR #10a
U	10,609.00	Landscape Operations Study & preliminary architecture	ASR #11f R3
V	50,028.00	Parking Masterplan	ASR #12.1a
W	5,499.00	Back of house paging	ASR #17
X	71,916.00	New artist coordination	ASR #21
	(283,237.00)	Total SA Amount	

Financial Considerations: The cost of the amendments with HNTB is a deduction from the original contract in the amount of $283,237.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through the construction of the new Air Capital Terminal 3 (ACT 3).

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

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

Attachments: Supplemental Agreement No. 10.

SUPPLEMENTAL AGREEMENT NO. 10

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE WICHITA AIRPORT AUTHORITY, "OWNER",

AND

HNTB CORPORATION, "CONSULTANT",

WITNESSETH:

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

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The description of the improvements that the OWNER intends to construct and thereafter called the "PROJECT" as stated within ARTICLE I of the referenced Contract is hereby amended to include the following:

A. ASP-1 Study an alternative to renovate and expand the existing terminal. Services include:

1. Refine the Concept C diagram in the Terminal Area Plan (TAP).
2. Conduct a walk-through of the existing facility for HNTB staff.
3. Expand the description of the required improvements.
4. Develop a phasing plan to determine how Concept C could be implemented.
5. Update the Concept C estimate in the TAP.
6. Prepare a summary of the study and recommendations.
7. Review the study with Airport staff.

B. ASP-2 Develop an Alternative Concept for the new terminal facility and the related site development. This new concept is to be in lieu of Concept B in the TAP. The purpose of the Alternative Concept is to reduce the estimated project cost from $184,000,000 to $150,000,000. Prepare new concept diagrams using the following steps:

1. Prepare a recommendation for the basic configuration of the new terminal (one-level vs. two-level).

2. Advise airport staff on changes to the project scope and budget. Test configurations and locations for the new terminal related to the reduced budget.
3. Develop a new alternative concept for the terminal/concourse building, terminal roadways and parking considering the current project requirements and the reduced project budget. The concept will include the expansion potential for the terminal and for a future parking garage.
4. Prepare a diagrammatic sight line analysis for the new terminal concept relative to the existing air traffic control tower.
5. Prepare diagrams and drawings for presentation of the new concept. The level of detail will be the same as that of the TAP and as appropriate for conceptual diagrams. Three-dimensional views will not be developed and architectural detail will not be shown.
6. Prepare a cost estimate, comparable to the estimate in the TAP, to reflect the new concept and other project scope changes that may be proposed.
7. Review the new concept drawings, diagrams and cost estimate with airport staff.
8. Revise concept information in response to comments from the review meeting.
9. Prepare a brief summary statement to establish project scope and the terminal configuration. The deliverable will be the summary report with the updated plan diagrams and cost estimate.
10. These services are to revise the recommendations of the TAP and to assist in reconciling the project scope and budget. The services do not include or duplicate Schematic Design services that are in the basic scope of services.

C. ASP-3a Eliminate the elevated roadway from the scope of the project and replace it with an expanded single-level roadway at ground level.

D. ASP-3b Increase the length of the curbside roadway due to the change from the previous two-level terminal to the current single-level terminal concept.

E. ASP-3c Change the terminal building configuration from two-level to single-level on the terminal side. The concourse remains two-level. Reduce the gross area of the building 5 to 10 percent. Includes architectural, structural and mechanical revisions.

F. ASP-3d Reduce the area of new apron from the amount originally proposed (approximately 1,000,000 sf) to providing design services for the apron paving approximately of the configuration shown in the attached Exhibit SA10-A (Terminal Apron Pavement).

G. ASP-3f Revise the quantity of apron demolition as needed for the approximate configuration shown in the attached Exhibit SA10-A (Terminal Apron Pavement).

H. ASP-3g Reduce the scope of the roadways to be provided to as shown in the schematic design submittal. This is approximately 30% below the amount planned for in the TAP.

I. ASP-3h Change design and construction services for surface parking lots from the 2800 surface parking spaces included in the TAP as follows:

1. Provide design services through schematic design for approximately 3426 spaces.
2. Provide design and construction phase services, in accordance with the basic scope of services, from design development through construction, for approximately 1274 spaces. This excludes all parking within the loop road.

J. ASP-3i Revise the services to be provided for the parking lot exit plaza as follows:

1. Eliminate demolition of the existing main exit plaza canopy, booths and adjacent paving.
2. Upgrade the appearance of the existing canopy and booths.
3. Eliminate the design, construction documents and related services for providing a new canopy, booths and adjacent paving.

K. ASP-3j Reduce the scope of the enhancements to Mid-Continent Drive as follows:

1. Eliminate the sidewalk along the full length of Mid-Continent Drive.
2. Leave the existing roadway lighting in place along Mid-Continent Drive (except where the roadway is being re-aligned.
3. Minor reductions in the signage scope including reusing existing sign structures where possible.
4. Minor reductions in landscaping along Mid-Continent Drive (to the current scope). Addition of landscaping design for the North Shuttle Parking Lot (this was excluded from the base scope).

L. ASP-3k Eliminate the covered walkway in the parking lot.

M. ASP-3l/3m Reduce the scope of site features included in the TAP as follows:

1. Reduce the scope of the site feature at the transition from the Mid-Continent Drive entrance roadway to the loop roadway.
2. Do not provide the small water feature that was shown in the TAP. No water features are to be provided.

N. ASP-5a.1 Provide additional design services to support the obtaining of LEED Certification to the "Certified" level for the New Terminal package. These services are beyond the initial LEED Evaluation that was included in the basic Scope of Services. A copy of the results of the initial LEED evaluation is attached as Exhibit SA10-B. It will be the basis for the pursuit of the points required for certification. Services to be provided include the following:

1. M.E. Group, Inc. will be added to the design team as the dedicated LEED consultant for this project. Their scope includes:
   a. LEED administration.
   b. Energy modeling.
   c. LEED peer review.
   d. Fundamental commissioning (future).
2. Additional design team investigation of LEED items identified in initial evaluation to determine feasibility.
3. Additional design efforts related to LEED points being pursued.
4. The following services are not included:
   a. Payment of fees related to LEED certification.
   b. Detailed life-cycle and/or energy use studies beyond those required for LEED Certification.
   c. Construction phase services related to LEED points being pursued.
   d. Commissioning services related to LEED points being pursued.

O. ASP-5c Provide design team participation in the MEP Value Engineering Study conducted by the Program Manager, including the following:

1. Preparation for and attendance at one full day of the MEP VE Workshop and the final presentation by the VE Team, by one mechanical engineer, one electrical engineer, and one architect.
2. Review of the final MEP Value Engineering report and preparation of a response by the design team. The response will be similar in format to the response to the previous VE Study report.
3. The following services are not included:
   a. Participation by design team members other than those listed above.
   b. Participation in Value Engineering of IT, communications, security and other related systems.
   c. Estimating services specifically related to the MEP Value Engineering Study.

d. Significant changes to project design and documents resulting from the MEP Value Engineering Study.

P. ASP-9.1 Provide design and construction phase services, in accordance with the basic scope of services, for a tunnel connecting the existing basement to the new terminal, including stair and elevator connections to both secure and non-secure areas of the new terminal.

Q. ASP-10a Provide architectural and engineering services to provide design, construction documents and bid phase services for a bid alternate to provide two additional gates and adjacent shell building space at the west end of the concourse level. Architectural and engineering services to be provided include the following:

1. Design and construction documents for structure, enclosure and required building services to support the general layout shown in Exhibit SA10-C (Add Alt – Level 1 West Expansion and Add Alt – Level 2 West Expansion).
2. Design and finishes to be consistent with other areas of the concourse.
3. Passenger boarding bridge and aircraft layout, including potential apron leasing arrangements at these gates.
4. Bid phase services related to this alternate.
5. The following services are not included:
   a. Apron paving at this area has been designed to meet the needs of these additional gates, so no changes are required to support this alternate.
   b. Additional construction phase services, including record drawings, related to the scope of the alternate.
   c. Additions to the Passenger Boarding Bridge RFP.
   d. Design of tenant (or similar) build-out of shell space for the TSA or others.

R. ASP-11f Provide initial design services for renovation of the Water Works Building for the airport Landscape Operations department. Services include:

1. Feasibility study for relocation of Landscape Operations.
2. Initial preparation of architectural base sheets for demolition, building floor plans, building sections, and building elevations (not including the 20'x20' addition).

S. ASP-12.1a Provide master planning design services for parking including a proposed parking garage and surface parking. The Master Planning effort shall rely on the validity of the data contained in the Airport provided Carter & Burgess parking demand forecast for five, ten, fifteen and twenty years. Services include:

1. Prepare a Parking Master Plan for all parking for passenger/public, terminal employee, TSA parking, FAA tower parking, commercial vehicles and rental cars.
2. The master plan will provide sufficient layout information for the design of the terminal area roadways to be completed.
3. The final master plan will include footprint of the current parking structure design, future parking structures, and lot layout and designations.
4. Efforts will be coordinated with the terminal design team for roadway modifications, connections to the new Terminal and architectural features that compliment the new Terminal design.
5. Additional surface parking for the long term lot may be required to satisfy the total required spaces. During the master plan effort this will be reviewed and if required the surface parking will be added. The potential for additional temporary parking will be investigated.
6. Master planning shall be based on the following design parameters
   a. The new multi-level parking structure will be located in the vicinity of the existing surface lots.

b. The parking structure is expected to have one grade level and three elevated parking levels with an initial gross inventory of approximately 1600 vehicular spaces.
c. The parking structure will be designed for future expansion which is anticipated to be toward the existing Long Term surface parking lot.
d. The structure will accommodate rental car operations including a support facility with offices, restroom facilities, circulation and rental car counters and offices.
e. It is currently anticipated that the rental cars will be located on one level.
f. The upper exposed level of the parking structure will have a roof system that provides covered parking for all weather access. The covering will not interfere with FAA sight lines.
g. Access to the parking deck upper levels will be via speed ramp design. The design of the ramp system will support future expansion.
h. It is anticipated that the parking structure will be completed before the new terminal is completed, therefore the parking structure will be designed so that it can function with the existing Terminal building. Consideration will be given to the floor plate configuration so that an exit core with elevators can be as close to the existing terminal as possible.
i. A clear "path of travel" will be provided for access from the Long Term Parking Lot behind the parking structure through the parking structure to the Terminal building.
j. The main roadway design proposed as part of the New Terminal Building will be modified to serve the parking structure operations.

T. ASP-13 Delete the rental car functions from inside the new terminal building and provide for other functions in the area where the rental car offices were previously to be located.

U. ASP-17 Provide design, construction documents and construction phase services to provide paging in the back of house areas described in the attached Exhibit SA10-D (Paging System Proposed BOH Areas). The construction phase services include conducting on-site final tests, adjustments and equalization for these areas.

V. ASP-21 Provide additional design team services for supporting a new process for re-selection of artists for the Terminal, due to the previously selected artist, Tara Donovan, terminating her agreement to design art for the new Terminal building. Additional scope for the New Artist Process includes the following:

1. Design team (HNTB, Greteman Group and Gossen Livingston) support for items 1 through 7 of Exhibit SA10-E (Art Program for Air Capital Terminal). Support for items 5 through 7 is limited to two artists. The Artist Selection Panel includes Sonia Greteman, Wes Crosby and Julie Wienberg of the design team.
2. Public relations activities by Greteman Group related to the public art project, including:
   a. Preparation of talking points and positive message development.
   b. Acting as spokesperson to speak on behalf of the design team for the public art project.
   c. Providing local and national publications with information on the selected artists.

II. TIME OF SERVICES

A. CONSULTANT has completed work for the following items described in Article I of this Supplemental Agreement:

1. ASP-1, ASP-2, ASP-5c and ASP-11f.

B. The impact of the following scope items described in Article I has been realized:

1. ASP-3a, ASP-3b, ASP-3c, ASP-3d, ASP-3f, ASP-3g, ASP-3h, ASP-3i, ASP-3j, ASP-3k, ASP-3l/3m and ASP-13.

C. CONSULTANT shall commence work on items not included paragraphs A and B above upon receipt of Authorization to Proceed from the OWNER. Completion of services for these items will be as follows:

1. ASP-5a.1 (Design phase LEED services)
   a. As required to support issuance of construction documents for the Terminal Building (Package 12), but not less than 8 weeks.
2. ASP-9.1 (Tunnel from existing basement to new terminal)
   a. As required to support issuance of construction documents for the Terminal Building (Package 12).
3. ASP-10a (Alternate for two west gates)
   a. As required to support issuance of construction documents for the Terminal Building (Package 12).
4. ASP-12 (Master planning design services for parking, including a proposed garage and surface parking)
   a. The Parking Master Plan has been presented to airport staff. Layout information required for design of terminal area roadways has been provided.
   b. The final report, with projections for required parking, will be issued within four weeks.
5. ASP-17 (Back of house paging)
   a. As required to support issuance of construction documents for the Terminal Building (Package 12).
6. ASP-21 (New artist coordination)
   a. To be determined.

D. Completion of services is dependent upon the Contractor's progress and the time frame set forth in the construction contract documents. The fee(s) included in this Agreement are based on substantial completion of the construction (except final sod installation) within 181 calendar days of issuance of Notice to Proceed to the Contractor,, Final Completion (including sod) within 60 additional days, and delivery of all PROJECT close out items to the OWNER within 45 calendar days following Final Acceptance, exclusive of any delays beyond the control of the CONSULTANT.

III. PAYMENT PROVISIONS

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

Payment to the CONSULTANT for the performance of the professional services as outlined in this Supplemental Agreement shall be made reduced by the total lump sum amount of $283,237.00, based on the following fee schedule.

A.	ASP-1	add	$31,144	(Exhibit SA10-F)
B.	ASP-2	add	$163,732	(Exhibit SA10-G)
C.	ASP-3a	deduct	$874,095	(Exhibit SA10-H)
D.	ASP-3b		$0	

E.	ASP-3c	deduct	$4,520	(Exhibit SA10-I)
F.	ASP-3d	deduct	$24,835	(Exhibit SA10-J)
G.	ASP-3f		$0	
H.	ASP-3g	deduct	$49,009	(Exhibit SA10-K)
I.	ASP-3h	deduct	$150,818	(Exhibit SA10-L)
J.	ASP-3i	deduct	$17,519	(Exhibit SA10-M)
K.	ASP-3j	deduct	$17,920	(Exhibit SA10-N)
L.	ASP-3k	deduct	$3,244	(Exhibit SA10-O)
M.	ASP-3l/3m	deduct	$7,262	(Exhibit SA10-P)
N.	ASP-5a.1	add	$202,468	(Exhibit SA10-Q)
O.	ASP-5c	add	$16,070	(Exhibit SA10-R)
P.	ASP-9.1	add	$89,715	(Exhibit SA10-S)
Q.	ASP-10a	add	$224,804	(Exhibit SA10-T)
R.	ASP-11f	add	$10,609	(Exhibit SA10-U)
S.	ASP-12.1a	add	$50,028	(Exhibit SA10-V)
T.	ASP-13		$0	
U.	ASP-17	add	$5,499	(Exhibit SA10-W)
V.	ASP-21	add	$71,916	(Exhibit SA10-X)

IV. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2009.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor White, Director of Airports

ATTEST:

HNTB CORPORATION
715 KIRK DRIVE
KANSAS CITY, MO 64105

By: _____
Title: Principal Architect

By: _____
Title: VICE. PRESIDENT

APPROVED AS TO FORM: _____ Date: _____
Director of Law

ATTACHMENTS:

Exhibit SA10-A – Terminal Apron Pavement
Exhibit SA10-B – LEED-NC Version 2.2 Score Card, dated June 27, 2007
Exhibit SA10-C – Add Alt – Level 1 West Expansion and Add Alt – Level 2 West Expansion
Exhibit SA10-D – Paging System Proposed BOH Areas
Exhibit SA10-E – Art Program for Air Capital Terminal
Exhibit SA10-F - ASP-1, dated 4/4/07
Exhibit SA10-G - ASP-2, dated 11/13/06
Exhibit SA10-H - ASP-3a, dated 10/19/09
Exhibit SA10-I - ASP-3c, dated 4/19/08
Exhibit SA10-J - ASP-3d, dated 4/20/08
Exhibit SA10-K - ASP-3g, dated 7/15/08
Exhibit SA10-L - ASP-3h, dated 7/15/08
Exhibit SA10-M - ASP-3i, dated 9/2/08

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Exhibit SA10-N - ASP-3j, dated 9/2/08
Exhibit SA10-O - ASP-3k, dated 9/2/08
Exhibit SA10-P - ASP-3l, dated 9/2/08
Exhibit SA10-Q - ASP-5a.1, dated 12/16/08
Exhibit SA10-R - ASP-5c, dated 4/13/08
Exhibit SA10-S - ASP-9.1, dated 8/29/08
Exhibit SA10-T - ASP-10a, dated 6/22/08
Exhibit SA10-U - ASP-11f, dated 10/7/08
Exhibit SA10-V - ASP-12.1a, dated 12/17/08
Exhibit SA10-W - ASP-17, dated 11/18/08
Exhibit SA10-X - ASP-21, dated 5/1/09

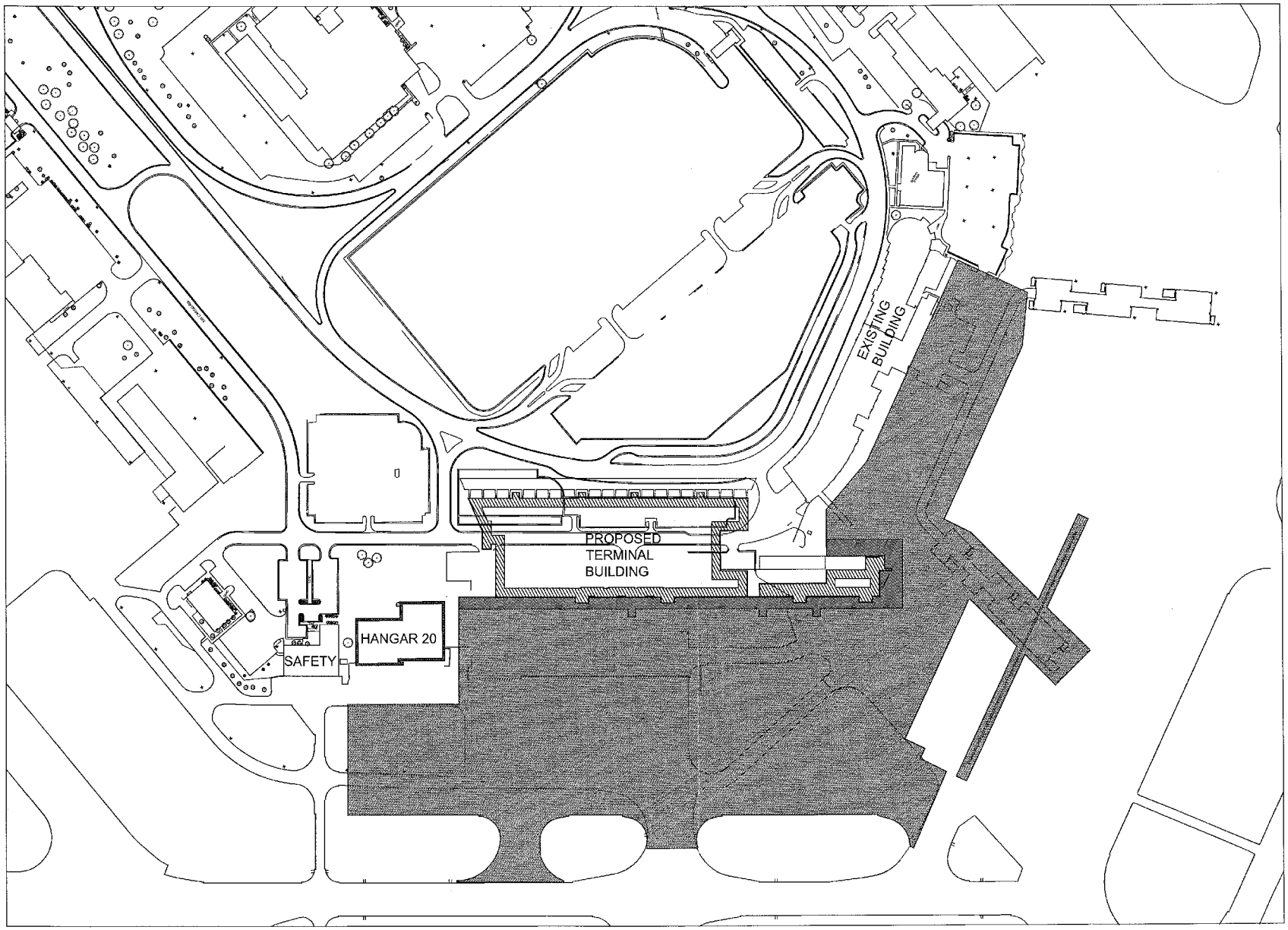

EXHIBIT SA10-A

LEGEND

= NEW APRON PAVING

TERMINAL APRON PAVEMENT

SCALE: 1" = 200'-0"

N

Printed: 7/6/2007
Revised: June 27, 2007

LEED-NC version 2.2 Score Card

	CREDIT INTENT & DESCRIPTION	POSSIBLE POINTS	YES	??	NO	PRIMARY DISCIPLINE/ RESPONSIBLE PARTY	POSSIBLE STRATEGIES	ACTION ITEMS	FIRST COST ISSUES	OPERATING COST ISSUES	PLAN FOR FUTURE INTEGRATION
	SUSTAINABLE SITES										
Prereq 1	**Construction Activity Pollution Prevention** **Intent: Reduce pollution from construction activities by controlling soil erosion, waterway sedimentation and airborne dust generation.**										
	Create and implement an Erosion and Sedimentation Control (ESC) Plan for all construction activities associated with the project. The ESC plan shall conform to the erosion and sedimentation requirements of the 2003 EPA Construction General Permit OR local erosion and sedimentation control standards and codes, whichever is more stringent. The Plan shall describe the measures implemented to accomplish the following objectives: Prevent loss of soil during construction by storm water run-off and/or wind erosion, including protecting topsoil by stock-piling for reuse. Prevent sedimentation of storm sewer or receiving streams. Prevent polluting the air with dust and particulate matter.	REQ	YES			WAA/CIVIL	Required. The Airport will provide the Erosion and Sedimentation Control plan. Needs to be incorporated into the Division 1 specifications as responsibility of the general contractor.	Airport plan must be as stringent as the credit reference.			
Credit 1	**Site Selection** **Avoid development of inappropriate sites and reduce the environmental impact from the location of a building on a site.**										
	Do not develop buildings, hardscapes, roads or parking area on portions of sites that meet any one of the following criteria:	1	1			WAA	The project can meet all of the criteria listed.				
	.. Prime farmland as defined by the USDA in CFR Title 7, Volume 6, Parts 400 to 699, Section 657.5 (citation 7CFR657.5).										
	.. Previously undeveloped land whose elevation is lower than 5 feet above the elevation of the 100-year flood as defined by FEMA.										
	.. Land that is specifically identified as habitat for any species on the Federal or State threatened or endangered lists.										
	.. Within 100 feet of any wetland as defined by United State Code of Federal Regulations 40 CFR, Parts 230-233 and Part 22, and isolated wetlands or areas of special concern identified by state or local rule, OR within setback distances from wetlands prescribed in state or local regulations as defined by local or state rule or law, whichever is more stringent.										
	.. Previously undeveloped land that is within 50 feet of a water body, defined as seas, lakes, rivers, streams and tributaries which support or could support fish, recreation or industrial use, consistent with the terminology of the Clean Water Act.										
	.. Land which prior to acquisition for the project was public parkland, unless land of equal or greater value as parkland is accepted in trade by the public landowner (Park Authority projects are exempt)										
Credit 2	**Development Density & Community Connectivity** **Channel development to urban areas with existing infrastructure, protecting green fields and preserve habitat and natural resources.**										
	OPTION 1: DEVELOPMENT DENSITY - Construct or renovate building on a previously developed site AND in a community with a minimum density of 60,000 sq.ft. per acre net. (Note: density calculation must include the area of the project being built and is based on a typical two-story downtown development.)	1			1	ARCH	Project cannot meet this criteria				
	OPTION 2: COMMUNITY CONNECTIVITY - Construct or renovate building on a previously developed site AND within 1/2 mile of a residential zone or neighborhood with an average density of 10 units per acre net AND within 1/2 mile of at least 10 Basic Services AND with pedestrian access between the building and the services. See reference guide for further information.					ARCH	Project cannot meet this criteria				
Credit 3	**Brownfield Redevelopment** **Rehabilitate damaged sites where development is complicated by environmental contamination, reducing pressure on undeveloped land.**										
	Develop on a site documented as contaminated (by means of an ASTM E1903-97 Phase II Environmental Site Assessment or a local Voluntary Cleanup Program) OR on a site defined as a Brownfield by a local state or federal government agency.	1	1			WAA / CIVIL	Learjet is remediating contaminated water under the site that can be reused, as appropriate, after treatment. Project wants to avoid negative press relative to this. Considered a local voluntary cleanup program--no Phase II site assessment was performed.	WAA to provide more information about contamination and remediation.			
Credit 4	**Alternative Transportation** **Reduce pollution and land development impacts from automobile use.**										
	4.1 Locate project within 1/2 mile of an existing-or planned and funded-commuter rail, light rail or subway station. OR Locate project within 1/4 mile of 1 or more stops for two or more public or campus bus lines usable by building occupants.	1		1		WAA	WAA will check to see if there is more than one bus line (route) that comes to the airport.	WAA to verify			

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	CREDIT INTENT & DESCRIPTION	POSSIBLE POINTS	YES	??	NO	PRIMARY DISCIPLINE/ RESPONSIBLE PARTY	POSSIBLE STRATEGIES	ACTION ITEMS	FIRST COST ISSUES	OPERATING COST ISSUES	PLAN FOR FUTURE INTEGRATION
	4.2 For commercial or institutional buildings, provide secure bicycle racks and/or storage (within 200 yards of a building entrance) for 5% or more of all bldg. users (measured at peak periods). AND, provide shower and changing facilities in the building, or within 200 yards of a building entrance, for 0.5% of Full-Time Equivalent (FTE) occupants. OR For residential buildings, provide covered storage facilities for securing bicycles for 15% or more of building occupants in lieu of changing/shower facilities.	1			1	ARCH	Does not make sense for the project				
	4.3 OPTION 1: Provide low-emitting and fuel-efficient vehicles for 3% of Full-Time Equivalent (FTE) occupants AND provide preferred parking for these vehicles. **OPTION 2: Provide preferred parking for low-emitting and fuel-efficient vehicles for 5% of the total vehicle parking capacity of the site.** OPTION 3: Install alternative-fuel refueling stations for 3% of the total vehicle parking capacity of the site (liquid or gaseous fueling facilities must be separately ventilated or located outdoors.)	1		1		WAA / ARCH	Option 2 is the preferred path of achievement, but WAA will need to be creative about how to enforce the preferred parking requirement for low-emitting and fuel-efficient vehicles. Will only be enforceable in the employee lot. Possible use of special hang tag or use purple lot.				
	4.4 OPTION 1: Size parking capacity to not exceed minimum local zoning requirements AND provide preferred parking for carpools or van pools for 5% of the total provided parking spaces. OPTION 2: For projects that provide parking for less than 5% of FTE building occupants - provide preferred parking for carpools or van pools, marked as such, for 5% of total provided parking spaces. OPTION 3 (residential): Size parking capacity to not exceed minimum local zoning requirements. See reference guide for further information. OPTION 4: Provide no new parking.	1			1	WAA	Cannot achieve this credit.				
Credit 5	**Site Development** **Conserve existing natural areas and restore damaged areas to provide habitat and promote biodiversity.**										
	5.1 On Greenfield sites, limit site disturbance to 40 feet beyond the building perimeter, 10 feet beyond surface walkways, patios, surface parking and utilities less than 12 inches in diameter; 15 feet beyond primary roadway curbs and main utility branch trenches; and 25 feet beyond constructed areas with permeable surface (such as pervious paving areas, storm water detention facilities and playing fields) that require additional staging areas in order to limit compaction in the constructed area -OR - on previously developed or graded sites, restore or protect a minimum of 50% of the site area (excluding the building footprint) with native or adapted vegetation. See reference guide for further information.	1			1	ARCH / LA	Cannot achieve this credit.				
	Provide a high ratio of open space to development footprint to promote biodiversity.										
	5.2 Reduce the development footprint (defined as the total area of the building footprint, hardscape, access roads and parking) and/or provide vegetated open space within the project boundary to exceed the local zoning's open space requirement for the site by 25% -OR- For areas with no local zoning requirements (i.e., some university campuses, military bases) provide vegetated open space area adjacent to building that is equal to the building footprint -OR- where a zoning ordinance exists, but there is no requirement for open space (zero), provide vegetated open space equal to 20% of the project's site area. See reference guide for further information.	1			1	ARCH / LA	Cannot achieve this credit.				

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	CREDIT INTENT & DESCRIPTION	POSSIBLE POINTS	YES	??	NO	PRIMARY DISCIPLINE/ RESPONSIBLE PARTY	POSSIBLE STRATEGIES	ACTION ITEMS	FIRST COST ISSUES	OPERATING COST ISSUES	PLAN FOR FUTURE INTEGRATION
Credit 6	**Storm water Design** **Limit disruption of natural hydrology by reducing impervious cover, increasing on-site infiltration and managing stormwater runoff.**										
	6.1 QUANTITY CONTROL OPTION 1: EXISTING IMPERVIOUSNESS IS LESS THAN OR EQUAL TO 50% - Implement a stormwater management plan that prevents the post-development peak discharge rate and quantity from exceeding the pre-development peak discharge rate and quantity for the one-and two-year, 24-hour design storms -OR- Implement a stormwater management plan that protects receiving stream channels from excessive erosion by implementing a stream channel protection strategy and quantity control strategies. **OPTION 2: EXISTING IMPERVIOUSNESS IS GREATER THAN 50% - Implement a stormwater management plan that results in a 25% decrease in the volume of stormwater runoff from the two-year, 24-hour design storm.**	1			1	CIVIL / LA	Collecting and reusing stormwater will be expensive. Cannot achieve the 25% decrease.				
	Reduce or eliminate water pollution by reducing impervious cover, increasing on site infiltration, eliminating sources of contaminants , and removing pollutants from stormwater runoff.										
	6.2 QUALITY CONTROL Implement a stormwater management plan that reduces impervious cover, promotes infiltration, and captures and treats the stormwater runoff from 90% of the average annual rainfall using acceptable best management practices (BMPs). BMPs used to treat runoff must be capable of removing 80% of the average annual post development total suspended solids (TSS) load based on existing monitoring reports. BMPs are considered to meet these criteria if (1) they are designed in accordance with standards and specifications from a state or local program that has adopted these performance standards, or (2) there exists in-field performance monitoring data demonstrating compliance with the criteria. Data must conform to accepted protocol (e.g., Technology Acceptance Reciprocity Partnership [TARP], Washington State Department of Ecology) for BMP monitoring.	1			1	CIVIL / LA	Expensive credit with the amount of hardscape				
Credit 7	**Heat Island Effect** **Reduce heat islands (thermal gradient differences between developed and undeveloped areas) to minimize impact to microclimate and human and wildlife habitat.**										
	7.1 NON-ROOF: OPTION 1 - Provide any combination of the following strategies for 50% of the site hardscape (including roads, sidewalks, courtyards and parking lots): shade (within 5 years), paving materials with a solar reflectance index (SRI) of at least 29, open grid pavement system-OR: OPTION 2 - Place a minimum of 50% of parking spaces under cover (defined as underground, under deck, under roof, or under a building). Any roof used to shade or cover parking must have an SRI of at least 29.	1	1			ARCH / LA / CIVIL	Easy to achieve with concrete hardscape. Expect to have 100% concrete hardscape, which could earn an innovation credit. Need to consider impact of MRc4--recycled fly ash will darken concrete color and may make this credit unachievable. Recycled slag will lighten the concrete color and help to achieve this credit.	Consider use of recycled content in concrete and its affect on color and reflectivity.			
	7.2 ROOF: OPTION 1: Use roofing materials having a Solar Reflectance Index (SRI) equal to or greater than the values in the table below for a minimum of 75% of the roof surface. OPTION 2: Install a vegetated roof for at least 50% of the roof area. OPTION 3: Install high albedo and vegetated room surfaces that, in combination, meet the following criteria shown in the reference guide.	1	1			ARCH / LA / CIVIL	Can achieve with a white or light colored single-ply roof				
Credit 8	**Light Pollution Reduction** **Minimize light trespass from the building and site, reduce sky-glow to increase night sky access, improve nighttime visibility through glare reduction, and reduce development impact on nocturnal environments.**										
	INTERIOR LIGHTING: The angle of maximum candela from each interior luminaries as located in the building shall intersect opaque building interior surfaces and not exit out through the windows - OR - **All non-emergency interior lighting shall be automatically controlled to turn off during non-business hours. Provide manual override capability for after hours use.** AND EXTERIOR LIGHTING: Only light areas as required for safety and comfort. Do not exceed 80% of the lighting power densities for exterior areas and 50% for building facades and landscape features as defined in ASHRAE/IESNA Standard 90.1-2004, Exterior Lighting Section, without amendments. See reference guide for further information.	1			1	ARCH / MEP	Will be difficult to achieve.				
	SUSTAINABLE SITES TOTAL	**14**	**4**	**2**	**8**						

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	WATER EFFICIENCY										
Credit 1	**Water Efficient Landscaping** **Limit or eliminate the use of potable water, or other natural surface or subsurface water resources available on or near the project site, for landscape irrigation.**										
	1.1 REDUCE BY 50%: Reduce potable water consumption for irrigation by 50% from calculated mid-summer baseline case. Reductions shall be attributed to any combination of the following items: Plant species factor, irrigation efficiency, use of captured rainwater, recycled wastewater or water treated and conveyed by a public agency specifically for non-potable uses.	1		1		LA / MEP	Can we use well water which is not potable? Investigate remediated groundwater. Use landscape plants that require little/no irrigation.	WAA to investigate remediated groundwater for irrigation use.			
	Eliminate the use of potable water, or other natural surface or subsurface water resources available on or near the project site, for landscape irrigation.										
	1.2 Achieve WE Credit 1.1 and: Use only captured rainwater, recycled wastewater, recycled graywater, or water treated and conveyed by a public agency specifically for non-potable uses for irrigation -OR- install landscaping that does not require permanent irrigation systems. Temporary irrigation systems used for plant establishment are allowed only if removed within one year of installation.	1			1	LA / MEP	Unlikely we can achieve this credit				
Credit 2	**Innovative Wastewater Technologies** **Reduce generation of wastewater and potable water demand, while increasing the local aquifer recharge.**										
	OPTION 1: Reduce potable water use for building sewage conveyance by 50% through the use of water-conserving fixtures (water closets, urinals) or non-potable water (captured rainwater, recycled graywater, and on-site or municipally treated wastewater). -OR OPTION 2 - Treat 50% of wastewater on-site to tertiary standards. Treated water must be infiltrated or used on-site.	1		1		MEP / ARCH	Use waterless urinals (see comment under WEc3) and dual-flush toilets to reduce water use. Also will need to use remediated water in order to achieve the 50% requirement.	WAA to investigate use of waterless urinals--evaluate test samples.			
Credit 3	**Water Use Reduction** **Maximize water efficiency within buildings to reduce the burden on municipal water supply and wastewater systems.**										
	3.1 Employ strategies that in aggregate use 20% less water than the water use baseline calculated for the building (not including irrigation) after meeting Energy Policy Act of 1992 fixture performance requirements. Calculations are based on estimated occupant usage and shall include only the following fixtures (as applicable to the building): water closets, urinals, lavatory faucets, showers and kitchen sinks.	1	1			MEP / ARCH	We believe this is acheivable with standard systems using low flow fixtures.				
	3.2 Employ strategies that in aggregate use 30% less water than the water use baseline calculated for the building (not including irrigation) after meeting the Energy Policy Act of 1992 fixture performance requirements. Calculations are based on estimated occupant usage and shall include only the following fixtures: water closets, urinals, lavatory faucets, showers and kitchen sinks.	1		1		MEP / ARCH	Consider waterless urinals, dual flush toilets and reused groundwater from the site for toilet flushing in order to achieve the 30% reduction..				
	WATER EFFICIENCY TOTAL	**5**	**1**	**3**	**1**						

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	CREDIT INTENT & DESCRIPTION	POSSIBLE POINTS	YES	??	NO	PRIMARY DISCIPLINE/ RESPONSIBLE PARTY	POSSIBLE STRATEGIES	ACTION ITEMS	FIRST COST ISSUES	OPERATING COST ISSUES	PLAN FOR FUTURE INTEGRATION
	ENERGY & ATMOSPHERE										
Prereq 1	**Fundamental Commissioning of the Building Energy Systems** **Verify that the building's energy related systems are installed, calibrated and perform according to the owner's project requirements, basis of design, and construction documents.**										
	1) Benefits of commissioning include reduced energy use, lower operating costs, reduced contractor callbacks, better building documentation, improved occupant productivity and verification that the systems perform in accordance with the owner's project requirements.	REQ	YES			MEP	Required				
Prereq 2	**Minimum Energy Performance** **Establish the minimum level of energy efficiency for the proposed building and systems.**										
	Design the building project to comply with both the mandatory provisions of ASHRAE/IESNA 90.1-2004 and the prescriptive requirements of ASHRAE/IESNA 90.1-2004.	REQ	YES			MEP	Required				
Prereq 3	**CFC Reduction in HVAC&R Equipment** **Reduce ozone depletion.**										
	Zero use of CFC-based refrigerants in new base building HVAC&R systems. When reusing existing base building HVAC equipment, complete a comprehensive CFC phase-out conversion prior to project completion. Phase-out plans extending beyond the project completion date will be considered on their merits.	REQ	YES			MEP	Required				
Credit 1	**Optimize Energy Performance** **Achieve increasing levels of energy performance above the baseline in the prerequisite standard to reduce environmental and economic impacts associated with excessive energy use.**										
	Select one of the three compliance paths described in the reference guide. OPTION 1: WHOLE BUILDING ENERGY SIMULATION (1-10 points) OPTION 2: PRESCRIPTIVE COMPLIANCE PATH (4 points) OPTION 3: PRESCRIPTIVE COMPLIANCE PATH (1 point)	10	2	2	6	MEP	**LEED requires that certified project must achieve a minimum of 2 points for this credit.** Strategies include: low-e glazing, harvesting daylighting and heat recovery.				

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	CREDIT INTENT & DESCRIPTION	POSSIBLE POINTS	YES	??	NO	PRIMARY DISCIPLINE/ RESPONSIBLE PARTY	POSSIBLE STRATEGIES	ACTION ITEMS	FIRST COST ISSUES	OPERATING COST ISSUES	PLAN FOR FUTURE INTEGRATION
Credit 2	**On-Site Renewable Energy** **Encourage and recognize increasing levels of on-site renewable energy self-supply in order to reduce environmental and economical impacts associated with fossil fuel energy use.**										
	Use an on-site renewable energy systems to offset building energy cost. Calculate project performance by expressing the energy produced by the renewable systems as a percentage of the building annual energy cost and using the table in the reference guide to determine the number of points achieved. %RENEWABLE ENERGY: 2.5%=1 POINT, 7.5%=2 POINTS, 12.5%=3 POINTS See reference guide for further information.	3			3	MEP / WAA / ARCH					
Credit 3	**Enhanced Commissioning** **Begin the commissioning process early during the design process and execute additional activities after systems performance verification is completed.**										
	Implement or have a contract in place to implement the following additional commissioning process activities in addition to the requirements of EA Prerequisite 1 and in accordance with this LEED-NC 2.2 Reference Guide: 1. Prior to the start of the construction documents phase, designate an independence Commissioning Authority to lead, review, and oversee the completion of alll commissioning process activities. See reference guide. 2. CxA shall conduct one commissioning design review of the Owner's Project Requirements, Basis of Design, and design documents prior to mid-construction documents phase and back-check the review comments in the subsequent design submission. 3. CxA shall review contractor submittalls applicable to systems being commissioned. 4. Develop a systems manual. 5. Verify the the requirements for training operating personnel and building occupants are completed.ar-warranty end or post occupancy review. 6. Assure the involvement by the CxA in reviewing building operation within 10 months after substantial completion with O&M staff and occupants	1		1		MEP / WAA	If WAA decides to pursue this credit, a third-party commissioning authority needs to be selected prior to end of design development, and sooner is better.	If this credit is achieved, WAA needs to hire third-party commissioning authority no later than the end of design development, and sooner if possible.			
Credit 4	**Enhanced Refrigerant Management** **Reduce ozone depletion and support early compliance with the Montreal Protocol while minimizing direct contributions to global warming.**										
	Option 1: Do not use refrigerants. Option 2: Select refrigerants and HVAC&R that minimize or eliminate the emission of compounds that contribute to ozone depletion and global warming. AND Do not install fire suppression systems that contain ozone-depleting substances (CFC's, HCFCs or Halons. See reference guide for further information.	1		1		MEP	This is a strong possibility.				
Credit 5	**Measurement and Verification** **Provide for the ongoing accountability of building energy consumption over time.**										
	Develop and implement a Measurement & Verification (M&V) Plan consistent with Option D: Calibrated Simulation (Savings Estimation Method 2), or Option B: Energy Conservation Measure Isolation, as specified in the International Performance Measurement & Verification Protocol. The M&V period shall cover a period of no less than one year of post-construction occupancy.	1	1			MEP / WAA	Some additional cost, but not much.				
Credit 6	**Green Power** **Encourage the development and use of grid-source energy technologies on a net zero pollution basis.**										
	Provide at least 35% of the building's electricity from renewable sources by engaging in at least a two year renewable energy contract. Renewable sources are as defined by the Center for Resource Solutions (CRS) Green-e products certification requirements. DETERMINE THE BASELINE ELECTRICITY USE. Use the annual electricity consumption from the results of EA Credit 1 OR use the Dept. of Energy Commercial Buildings Energy Consumption Survey database to determine the estimated electricity use.	1		1		WAA	Ranges typically 1.0 ¢ per kWh at this time, but cost is lower for higher quantity purchased. We can purchase this credit as needed for certification.	Look at this credit, as needed at project completion.			
	ENERGY & ATMOSPHERE TOTAL	**17**	**3**	**5**	**9**						

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	MATERIALS & RESOURCES										
Prereq 1	**Storage & collection of recyclables** **Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills.**										
	Provide an easily accessible area that serves the entire building and is dedicated to the collection and storage of non-hazardous materials for recycling including (at a minimum) paper, corrugated cardboard, glass, plastics, and metals.	REQ	YES			ARCH	Required.				
Credit 1	**Building Reuse** **Extend the life cycle of existing building stock, conserve resources, retain cultural resources, reduce waste, and reduce environmental impacts of new buildings as they relate to materials manufacturing and transport.**										
	1.1 (Maintain 75% of Existing Walls, Floors & Roof) Maintain at least 75% (based on surface area) of existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and non-structural roofing material). Hazardous materials that are remediated as a part of the project scope shall be excluded from the calculation of the percentage maintained. If the project includes an addition to an existing building, this credit is not applicable if the square footage of the addition is more than 2 times the sf of the existing building.	1			1	ARCH	Cannot achieve this credit.				
	1.2 (Maintain 95% of Existing Walls, Floors & Roof) Maintain an additional 20% (95% total based on surface area) of existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing excluding window assemblies and non-structural roofing material)	1			1	ARCH	Cannot achieve this credit.				
	1.3 (Maintain 50% of Interior Non-Structural Elements) Use existing interior non-structural elements (interior walls, doors, floorcoverings, and ceiling systems) in at least 50% (by area) of the completed building (including additions). If the project includes an addition to an existing building, this credit is not applicable if the square footage of the addition is more than 2 times the sf of the existing building.	1			1	ARCH	Cannot achieve this credit.				
Credit 2	**Construction Waste Management** **Divert construction, demolition, and land clearing debris from disposal in landfills and incinerators. Redirect recyclable recovered resources back to the manufacturing process. Redirect reusable materials to appropriate sites.**										
	2.1 (Divert 50% from Disposal) Recycle and/or salvage at least 50% of non-hazardous construction and demolition. Develop and implement a construction waste management plan that, at a minimum, identifies the materials to be diverted from disposal and whether the materials will be sorted on-site or commingled. Excavated soil and land clearing debris does not contribute to this credit. Calculations can be done by weight or volume, but must be consistent throughout.	1	1			GC / ARCH	Add into the specifications as contractor responsibility (required).				
	2.2 (Divert 75% from Disposal) Recycle and/or salvage an additional 25% beyond MR Credit 2.1 (75% total) of non-hazardous construction and demolition debris.	1		1		GC / ARCH	Add into the specifications as contractor responsibility (goal).				
Credit 3	**Materials Reuse** **Reuse building materials and products in order to reduce demand for virgin materials and to reduce waste, thereby reducing impacts associated with the extraction and processing of virgin resources**										
	3.1 (5%) Use salvaged, refurbished or reused materials such that the sum of these materials constitutes at least 5%, based on cost, of the total value of materials on the project. Mechanical, electrical and plumbing components and specialty items such as elevates and equipment shall not be included in this calculation. Only include materials permanently installed in the project. Furniture may be included, providing it is included consistently in MR credits 3-7.	1		1		GC / ARCH	Unlikely to achieve minimum percentage.				
	3.2 (10%) Use salvaged, refurbished or reused materials for an additional 5% beyond MR Credit 3.1 (10% total, based on cost).	1			1	GC / ARCH	Unlikely to achieve minimum percentage				

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Credit 4	**Recycled Content** **Increase demand for building products that incorporate recycled content materials, thereby reducing impacts resulting from the extraction and processing of virgin materials.**										
	4.1 (10% post consumer + 1/2 pre-consumer) Use materials with recycled content so that the sum of post-consumer recycled content plus one-half of the pre-consumer content constitutes at least 10% (based on cost) of the total value of the materials in the project. The recycled content value of a material assembly shall be determined by weight. The recycled fraction of the assembly is then multiplied by the cost of the assembly to determine the recycled content value. Mechanical, electrical and plumbing components and specialty items such as elevators shall not be included in this calculation. Only include materials permanently installed in the project. Furniture may be included providing it is included consistently in MR credits 3-7. Recycled content shall be defined in accordance with the ISO 14021.	1	1			GC / ARCH	Look at material categories with the highest costs first. Consider fly ash or slag in lieu of a portion of the cement in concrete for apron. Fly ash will darken the concrete and could affect the heat island effect. Slag will lighten the concrete and could help the heat island effect.				
	4.2 (20% post consumer + 1/2 pre-consumer) Use materials with recycled content such that the sum of post-consumer recycled content plus one-half of the pre-consumer content constitutes an additional 10% beyond MR Credit 4.1 (total 20%, based on cost) of the total materials in the project.	1		1		GC / ARCH	Look at material categories with the highest costs first. Consider fly ash or slag in lieu of a portion of the cement in concrete for apron. Fly ash will darken the concrete and could affect the heat island effect. Slag will lighten the concrete and could help the heat island effect.				
Credit 5	**Local/Regional materials** **Increase demand for building materials and products that are extracted and manufactured within the region, thereby supporting the use of indigenous resources and reducing the environmental impacts resulting from transportation.**										
	5.1 (10% Extracted, Processed & Manufactured Regionally) Use building materials or products that have been extracted, harvested or recovered, within a radius of 500 miles of the project site for a minimum of 10% (based on costs) of the total materials value. If only a fraction of a product or material is extracted/harvested/recovered and manufactured locally, then only that percentage (by weight) shall contribute to the regional value. Mechanical, electrical and plumbing components and specialty items such as elevators and equipment shall not be included in this calculation. Only include materials permanently installed in the project. Furniture may be included, providing it is included consistently in MR credits 3-7.	1	1			GC / ARCH	Look at material categories with the highest costs first. Including the apron into the project site will help to achieve this credit.				
	5.2 (20% Extracted, Processed & Manufactured Regionally) Use building materials or products that have been extracted, harvested or recovered, within a radius of 500 miles of the project site for an additional 10% beyond MR Credit 5.1 (total of 20% based on cost) of the materials value.	1		1		GC / ARCH	Look at material categories with the highest costs first. Including the apron into the project site will help to achieve this credit.				
Credit 6	**Rapidly renewable materials** **Reduce the use and depletion of finite raw, and long life-cycle renewable materials by replacing them with rapidly renewable materials.**										
	Use rapidly renewable building materials and products (made from plants that are typically harvested with a ten-year cycle or shorter) for 2.5% of the total value of all building materials and products used in the project, based on cost.	1			1	GC / ARCH	Unlikely to achieve minimum 2.5% on this project				
Credit 7	**Certified Wood** **Encourage environmentally responsible forest management.**										
	Use a minimum of 50% of wood-based materials and products, which are certified in accordance with the Forest Stewardship Council's (FSC) Principles and Criteria, for wood building components. These components include, but are not limited to, structural framing and general dimensional framing, flooring, sub-flooring, wood doors and finishes. Only include materials permanently installed in the project. Furniture may be included, providing it is included consistently in MR Credits 3-7.	1	1			GC / ARCH	Minimal if any additional cost. Easy to achieve, since we don't anticipate much use of wood on the project.				
	MATERIALS & RESOURCES TOTAL	**13**	**4**	**4**	**5**						

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	INDOOR ENVIRONMENTAL QUALITY										
Prereq 1	**Minimum IAQ Performance** **Establish minimum indoor air quality (IAQ) performance to enhance indoor air quality in buildings, thus contributing to the comfort and well being of the occupants**										
	Meet the minimum requirements of Sections 4 through 7 of ASHRAE 62.1 - 2004, Ventilation for Acceptable Indoor Air Quality. Mechanical ventilation systems shall be designed using the Ventilation Rate Procedure or the applicable local code, whichever is more stringent. Naturally ventilated buildings shall comply with ASHRAE 62.1-2004, paragraph 5.1.	REQ	YES			MEP	Required				
Prereq 2	**Environmental Tobacco Smoke Control** **Minimize exposure of building occupants, indoor surfaces, and ventilation air distribution systems to Environmental Tobacco Smoke (ETS).**										
	OPTION 1: Prohibit smoking in the building. Locate any exterior designated smoking areas at least 25 ft. away from entries, outdoor air intakes and operable windows.	REQ	YES			WAA / ARCH / MEP	Required. Building will be a no-smoking building. Locate outdoor smoking areas at least 25 feet, but ideally 40 feet away from the building openings.				
	OPTION 2: Prohibit smoking in the building except in designated smoking areas. Locate any exterior designated smoking areas at least 25 ft. away from entries, outdoor air intakes and operable windows. Locate designated smoking rooms to effectively contain, capture and remove ETS from the building. At a minimum, the smoking room must be directly exhausted to the outdoors with no re-circulation of ETS-containing air to the non-smoking area if the building, and enclosed with impermeable deck -to-deck partitions. (See reference manual for additional requirements.)										
	OPTION 3: (for residential buildings only) Prohibit smoking in all common areas of the building. Locate any exterior designated smoking areas at least 25 ft away from entries, outdoor air intakes and operable windows opening to common areas. Minimize uncontrolled pathways for ETS transfer between individual residential units by sealing penetrations in walls, ceilings and floors in the residential units, and by sealing vertical chases adjacent to the units. All doors in the residential units leading to common hallways shall be weather-stripped or pressurized to minimize air leakage into the hallway. (See reference manual for additional requirements.)										
Credit 1	**Outdoor Air Delivery Monitoring** **Provide capacity for ventilation system monitoring to help sustain occupant comfort and well being.**										
	Install permanent monitoring systems that provide feedback on ventilation system performance to ensure that ventilation systems maintain design minimum ventilation requirements. Configure all monitoring equipment to generate an alarm when the conditions vary by 10% or more from set point, via either a building automation system alarm to the building operator or via a visual or audible alert to the building occupants. (See reference manual for requirements for mechanically ventilated and naturally ventilated spaces.)	1	1			MEP					
Credit 2	**Increase Ventilation** **Provide additional outdoor air ventilation to improve indoor air quality for improved occupant comfort, well-being and productivity.**										
	For mechanically ventilated spaces - increase breathing zone outdoor air ventilation rates to all occupied spaces by at least 30% above the minimum rates required by ASHRAE standard 62.1-2004 as determined by EQ Prerequisite 1. For naturally ventilated spaces - design natural ventilation systems for occupied spaces to meet the recommendations set forth in the Carbon Trust Good Practice Guide 237 (1998). Determine that natural ventilation is an effective strategy for the project by following the flow diagram process shown in Figure 1.18 of the CIBSE Applications Manual 10:2005, Natural ventilation in non-domestic buildings. See reference manual for additional requirements)	1		1		MEP	Increasing ventilation rate will require more energy. Need to look at how to best achieve balance. Will deliver some ventilation from floor and some overhead.				

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Credit 3	**Construction IAQ Management Plan** **Reduce indoor air quality problems resulting from the construction/renovation process in order to help sustain the comfort and well-being of construction workers and building occupants.**										
	3.1 During Construction: Develop and implement an Indoor Air Quality (IAQ) Management Plan for the construction and pre-occupancy phases of the building as follows: During construction meet or exceed the recommended Control Measures of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings under Construction, 1995, Chapter 3. AND protect stored on-site or installed absorptive materials from moisture damage, AND if permanently installed air handlers are used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 shall be used at each return air grille, as determined by ASHRAE 52.2 - 1999. Replace all filtration media immediately prior to occupancy.	1	1			GC	Recommended, and easily achieved by a responsible contractor.				
	3.2 Before Occupancy (OPTION 1, FLUSH-OUT): After construction, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total air volume of 14,000 cu.ft. of outdoor air per sq.ft. of floor area while maintaining an internal temperature of at least 60 degrees and relative humidity no higher than 60%. OR If occupancy is desired prior to completion of the flush-out, the space may be occupied following delivery of a minimum of 3500 cu.ft. of outdoor air per sq.ft. of floor area to the space. (See reference guide for further information).	1	1			GC / MEP	Recommend this is performed during mobilization before occupancy--easier to do now that building can be occupied before the flush out is complete				
	3.2 Before Occupancy (OPTION 2, AIR QUALITY TESTING): Conduct baseline IAQ testing, after construction ends and prior to occupancy, using testing protocols consistent with the US EPA Compendium of Methods for the Determination of Air Pollutants in Indoor Air and as additionally detailed in the 2.2 reference guide. See reference guide for additional requirements.										
Credit 4	**Low-Emitting Materials** **Reduce the quantity of indoor air contaminants that are odorous, irritating and/or harmful to the comfort and well-being of installers and occupants.**										
	4.1 Adhesives & Sealants: All adhesives and sealants used on the interior of the building (defined as inside of the weatherproofing system and applied on-site) shall comply with the requirements of the following reference standards. (See reference guide for further information.)	1	1			ARCH / GC	Easily achieved				
	4.2 Paints & Coatings: Paints and coatings used on the interior of the building (defined as inside of the weatherproofing system and applied on-site) shall comply with the following criteria: (See reference guide for additional requirements)	1	1			ARCH / GC	Easily achieved. If small amounts of higher VOC materials are required to be used, we can use the VOC budget method of compliance.				
	4.3 Carpet Systems: All carpet installed in the building interior shall meet the testing and product requirements of the Carpet and Rug Institute's Green Label Plus program. All carpet cushion installed in the building interior shall meet the requirements of the Carpet and Rug Institute's Green Label Plus program. All carpet adhesive shall meet the requirements of EQ Credit 4.1: VOC limit of 50 g/L.	1	1			ARCH / GC	Easily achieved				
	4.4 Composite Wood & Agrifiber Products: Composite wood or agrifiber products used on the interior of the building (defined as inside of the weatherproofing system) shall contain no added urea-formaldehyde resins. Laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies shall contain no added urea-formaldehyde resins. Composite wood and agrifiber products are defined as: particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates and door cores. Materials considered fit-out, furniture, and equipment (FF&E) are not considered base building elements and are not included.	1	1			ARCH / GC	Easily achieved if contractor is aware.				

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Credit 5	**Indoor chemical & pollutant source control** **Minimize exposure of building occupants to potentially hazardous particulates and chemical pollutants.**										
	Design to minimize & control pollutant entry into buildings and later cross-contamination of regularly occupied areas:										
	Employ permanent entryway systems at least six feet long in the primary direction of travel to capture dirt & particulates from entering the building at all entryways that are directly connected to the outdoors Acceptable entryway systems include permanently installed grates grilles or slotted systems that allow for cleaning underneath. Roll-out mats are only acceptable when maintained on a weekly basis by a contracted service organization Qualifying entryways are those that serve as regular entrypoints for building users. Where hazardous gases or chemicals may be present or used (including garages, housekeeping/laundry areas and copying/printing rooms), exhaust each space sufficiently to create negative pressure with respect to adjacent spaces with the doors to the room closed. For each of these spaces, provide self-closing doors and deck to deck partitions or a hard lid ceiling. (See reference guide for further information). In mechanically ventilated buildings, provide regularly occupied areas of the building with air filtration media prior to occupancy that provides a Minimum Efficiency Reporting Value of 13 or better. Filtratior	1		1		ARCH / MEP / WAA	Entryway systems at major public entrances. Many entrances into the building will require investigation. Can use roll-out mats if maintained on a weekly basis by a contracted service provider.				
Credit 6	**Controllability of systems** **Provide a high level of lighting system control and/or thermal comfort system control by individual occupants or by specific groups in multi-occupant spaces (i.e., classrooms or conference areas) to promote the productivity, comfort and well-being of building occupants.**										
	6.1 Lighting: Provide individual lighting controls for 90% (minimum) of the building occupants to enable adjustments to suit individual task needs and preferences. AND Provide lighting system controllability for all shared multi-occupant spaces to enable lighting adjustment that meets group needs and preferences.	1	1			MEP	Can be achieved.				
	6.2 Thermal Comfort: Provide individual comfort controls for 50% (minimum) of the building occupants to enable adjustments to suit individual task needs and preferences Operable windows can be used in lieu of comfort control for occupants of areas that are 20 feet inside of and 10 feet to either side of the operable part of the window. (See reference guide for further information). AND Provide comfort system controls for all shared multi-occupant spaces to enable adjustments to suit group needs and preferences. (See reference guide for further information).	1			1	MEP	Hard to achieve for 50% of occupants.				
Credit 7	**Thermal Control** **Provide a comfortable thermal environment that supports the productivity and well-being of building occupants. Provide for the assessment of building thermal comfort over time.**										
	7.1 Design: Design HVAC systems and the building envelope to meet the requirements of ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy. Demonstrate design compliance in accordance with the Section 6.1.1 Documentation.	1	1			MEP	Can be achieved.				
	7.2 Verification: Agree to implement a thermal comfort survey of building occupants within a period of six to 18 months after occupancy. This survey should collect anonymous responses about thermal comfort in the building including an assessment of overall satisfaction with thermal performance and identification of thermal comfort-related problems. Agree to develop a plan for corrective action if the survey results indicate that more than 20% of occupants are dissatisfied with thermal comfort in the building. This plan should include measurement of relevant environmental variables in problem areas in accordance with ASHRAE Standard 55-2004.	1	1			WAA	WAA can send out a survey to meet this credit, but is required to follow up on items identified by at least 20% of the survey respondents. Not difficult but could be an administrative challenge.				

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Credit 8	**Daylight and Views** **Provide for the building occupants a connection between indoor spaces and outdoors through the introduction of daylight and views into the regularly occupied areas of the building.**										
	8.1 Daylight 75% of Spaces: OPTION 1: GLAZING FACTOR CALCULATION - Achieve a minimum glazing factor of 2% in a minimum of 75% of all regularly occupied areas. See reference guide for further information.	1		1		ARCH	Lower level will be challenging. Consider clear vinyl windows in baggage area and back-of-house operational area doors.				
	OPTION 2: DAYLIGHT SIMULATION MODEL - Demonstrate, through computer simulation, that a minimum daylight illumination level of 25 foot-candles has been achieved in a minimum of 75% of all regularly occupied areas. See reference guide for further information										
	OPTION 3: DAYLIGHT MEASUREMENT - Demonstrate, through records of indoor light measurements, that a minimum daylight illumination level of 25 foot-candles has been achieved in at least 75% of all regularly occupied areas. See reference guide for further information.										
	8.2 Views for 90% of Spaces: Achieve direct line of sight to the outdoor environment via vision glazing between 2'6" and 7'6" above finish floor for building occupants in 90% of all regularly occupied areas. Determine the area with direct line of sight by totaling the regularly occupied square footage that meets the following criteria: See reference guide for further information.	1		1		ARCH	Lower level will be challenging. Consider clear vinyl windows in baggage area and back-of-house operational area doors.				
	INDOOR ENVIRONMENTAL QUALITY TOTAL	**15**	**10**	**4**	**1**						
	INNOVATION & DESIGN/BUILD PROCESS										
	To provide design teams and projects the opportunity to be awarded points for exceptional performance above requirements set by the LEED-NC Green Building Rating System and/or innovative performance in Green Building categories not specifically addressed by the LEED Green Building Rating System.						The following are suggested means to achieve innovation and design points. Other ideas will also be considered, as appropriate.				
Credit 1.1	**Innovation/Process**										
	In writing, identify the INTENT of the proposed innovation credit, the proposed REQUIREMENT for compliance, the proposed SUBMITTALS to demonstrate compliance, and the DESIGN APPROACH (strategies) that might be used to meet the requirements.	1	1			TBD	Community education				
Credit 1.2	**Innovation/Process**										
	Same as 1.1	1	1			TBD	Green building operations / housekeeping--WAA already has a program in place.				
Credit 1.3	**Innovation/Process**										
	Same as 1.1	1	1			TBD	Green food service operations--can put this into the concessions RFP.				
Credit 1.4	**Innovation/Process**										
	Same as 1.1	1	1			TBD	Exceed achievement of SSc7.1 with 100% concrete				
Credit 2	**Accredited Professional**										
	At least one principal participant of the project team shall be a LEED Accredited Professional (AP).	1	1			ALL	Multiple LEED accredited professionals				
	INNOVATION & DESIGN/BUILD PROCESS TOTAL	**5**	**5**	**0**	**0**						

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SUSTAINABLE SITES TOTAL	14	4	2	8						
WATER EFFICIENCY TOTAL	5	1	3	1						
ENERGY & ATMOSPHERE TOTAL	17	3	5	9						
MATERIALS & RESOURCES TOTAL	13	4	4	5						
INDOOR ENVIRONMENTAL QUALITY TOTAL	15	10	4	1						
INNOVATION & DESIGN/BUILD PROCESS TOTAL	5	5	0	0						
TOTAL PROJECT LEED POINTS:	69	27	18	24						

Anticipate LEED-Certified level of achievement

CERTIFICATION LEVELS:

Certified 26 - 32
Silver 33 - 38
Gold 39 - 51
Platinum 52 - 69

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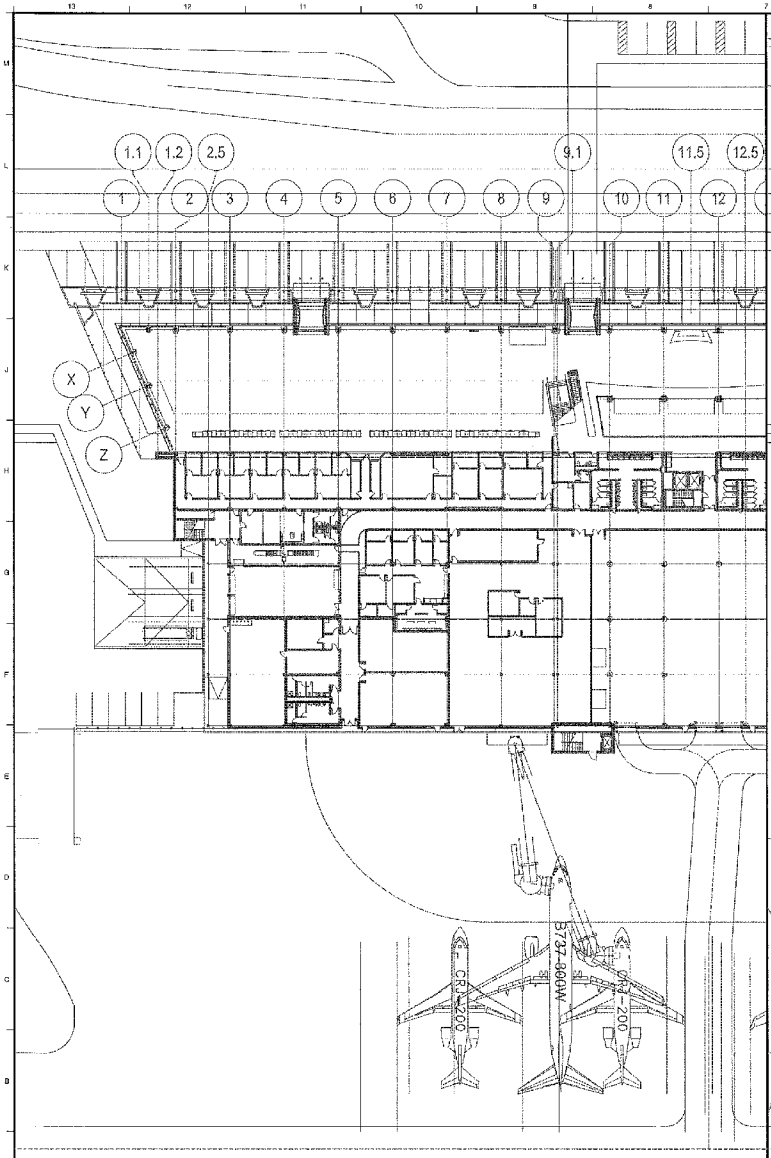
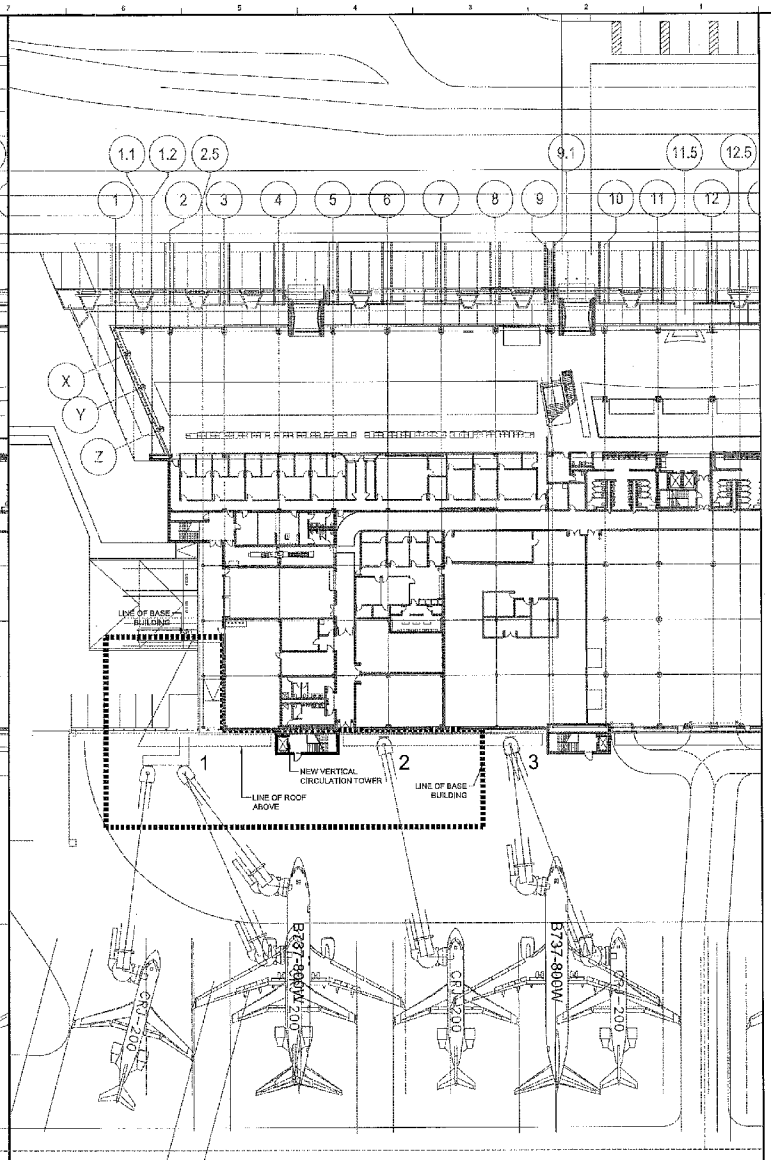
EXHIBIT SA10-C, PAGE 1



A7 Level 1 West Floor Plan - Base

SCALE: 1/32" = 1'-0"



A1 Level 1 West Floor Plan Expansion - Add Alternate

SCALE: 1/32" = 1'-0"

HNTB

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Kansas City, Missouri 64105
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Gossen Livingston Architecture

WICHITA MID-CONTINENT AIRPORT
Terminal Area Redevelopment Program

ADDITIONAL SERVICES PROPOSAL

2299 Airport Road Wichita, KS 67209

ISSUE:
ADDITIONAL SERVICES PROPOSAL 10a
NOT FOR CONSTRUCTION

DATE: MAY 8, 2006

HNTB PROJECT NO.: 34912
CLIENT PROJECT NO.: 00690

ADD ALT - LEVEL 1 WEST EXPANSION

10a

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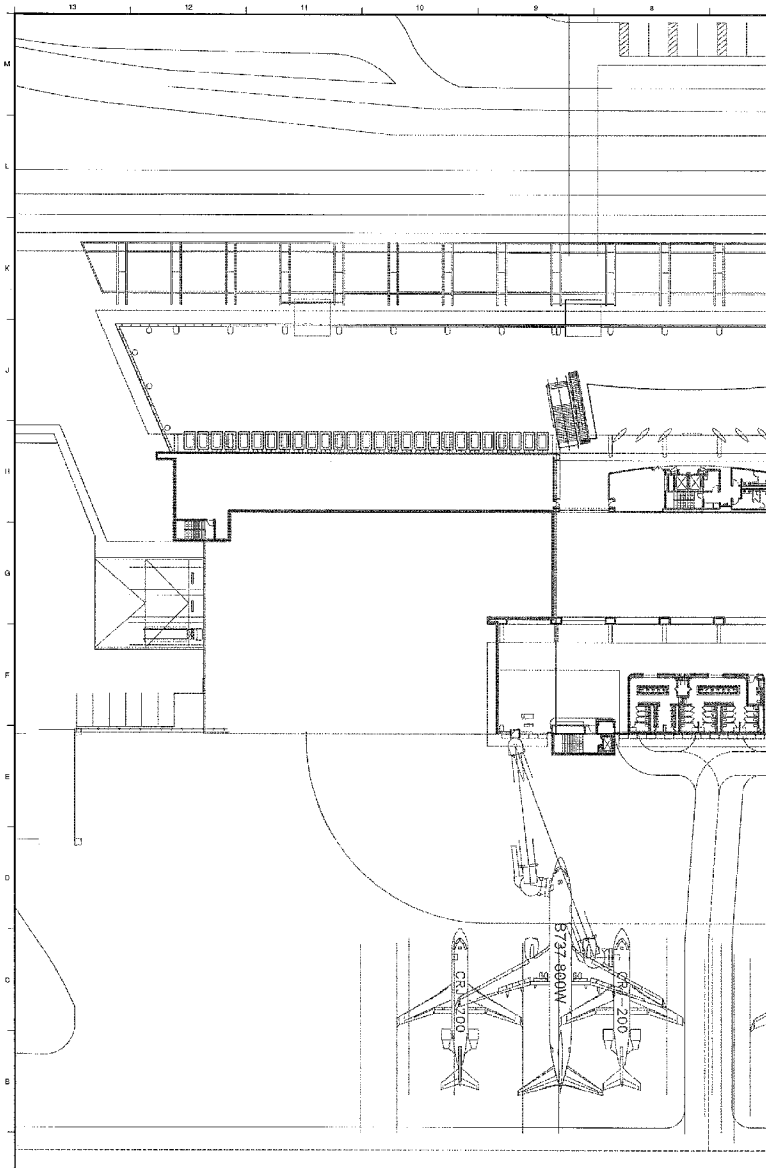
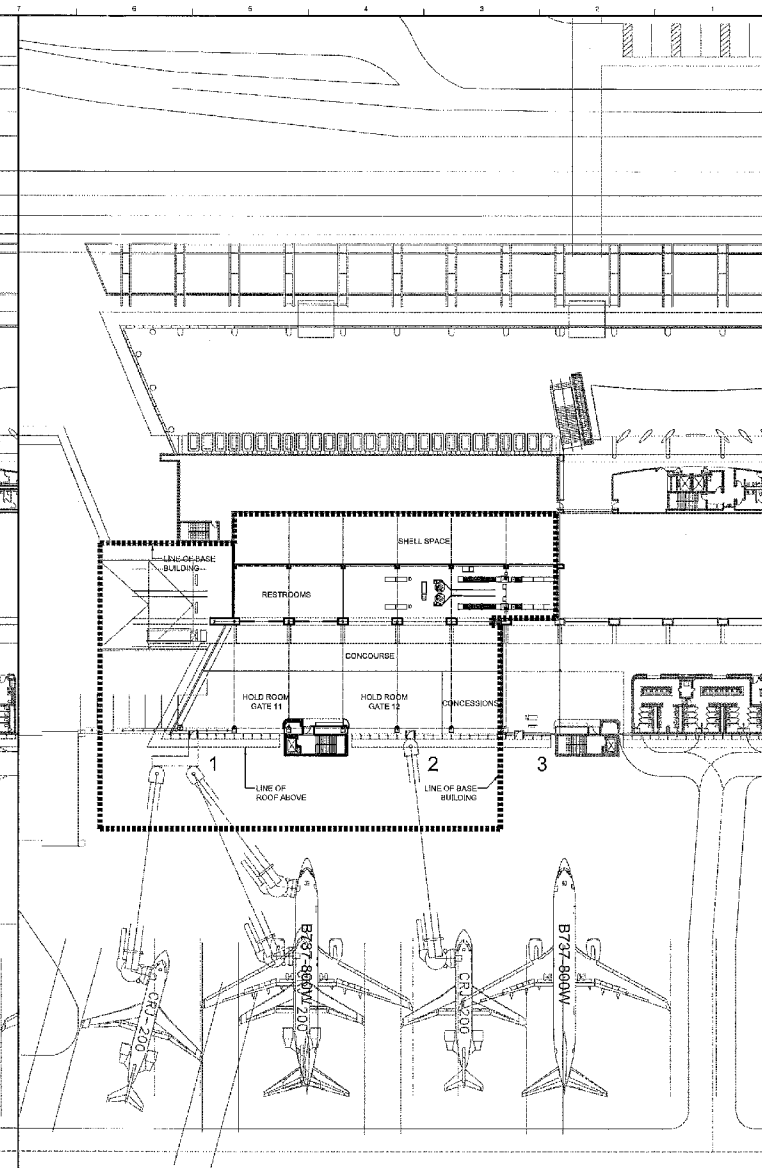
EXHIBIT SA10-C, PAGE 2



A7 Level 2 West Floor Plan - Base

SCALE: 1/32" = 1'-0"



A1 Level 2 West Floor Plan - Add Alternate

SCALE: 1/32" = 1'-0"

HNTB

HNTB Architecture, Inc.
The HNTB Companies
715 Kirk Drive
Kansas City, Missouri 64105
(816) 472-1201 Fax (816) 472-4063

GossenLivingston Architecture

MID-CONTINENT AIRPORT
WICHITA

Terminal Area Redevelopment Program

ADDITIONAL SERVICES PROPOSAL

2299 Airport Road Wichita, KS 67209

ISSUE:
ADDITIONAL SERVICES PROPOSAL 10a
NOT FOR CONSTRUCTION

DATE: MAY 9, 2008

HNTB PROJECT NO.: 34912
CLIENT PROJECT NO.: 00000

ADD ALT - LEVEL 2 WEST EXPANSION

10a

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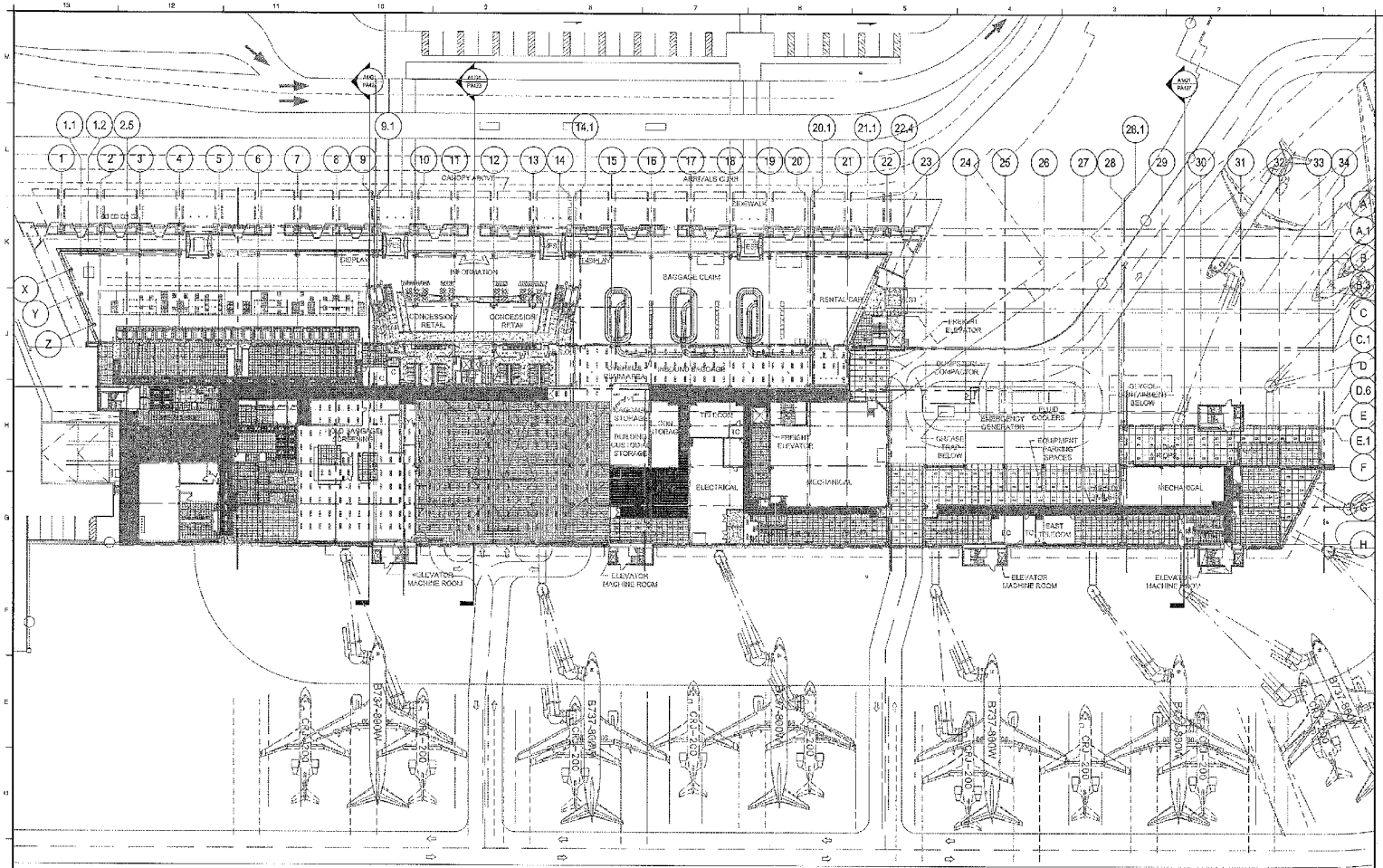
EXHIBIT SA 10-D

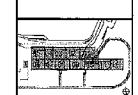


BACK OF HOUSE PAGING KEY

- EMPLOYEE BREAK ROOM
- SECURITY OFFICE
- OUTBOUND BAGGAGE
- BUILDING OPERATIONS
- CORRIDORS
- LOADING DOCK
- EMPLOYEE SCREENING
- TSA BREAK ROOM
- SATELLITE SHOP
- MAIN SHOP (NOT SHOWN)
- TUNNEL (NOT SHOWN)
- EXISTING BASEMENT (NOT SHOWN)
- SAFETY DISPATCH CENTER?

A1 PAGING SYSTEM - PROPOSED BOH AREAS

SCALE: 1" = 40'-0"



KEY PLAN

SCALE: NTS

HNTB

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Gossen Livingston Architecture

CFA Consulting
Coffeen Fricke & Associates, Inc.

MID-CONTINENT AIRPORT
Terminal Area Redevelopment Program
PACKAGE #12
NEW TERMINAL BUILDING
2299 Airport Road Wichita, KS 67209

ISSUE:
PROGRESS PRINT #2
CONSTRUCTION DOCUMENTS
NOT FOR CONSTRUCTION
DATE: OCTOBER 8, 2008

HNTB PROJECT NO.: 34812
CLIENT PROJECT NO.: 00000

REVISION	DATE	DESCRIPTION
△		
△		
△		
△		
△		

PAGING SYSTEM
PROPOSED BOH
AREAS

PA001

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Art Program for Air Capital Terminal (ACT 3)

04/28/09

Based on experience with other arts programs at other airports, we offer the following as a guide to the selection process for the art program for Wichita's new terminal project:

1) Artist Selection Panel:
   a) Victor White
   b) Charles Fletcher
   c) John D'Angelo
   d) Sharon Fearey
   e) Howard Ellington
   f) Patricia McDonald
   g) Dan Gegan
   h) Sonia Greteman
   i) Wes Crosby
   j) Julie Wienberg
2) Design team to meet with the newly configured Artist Selection Panel to do the following:
   a) Review status of budget remaining from the initial $1,000,000 assigned for Graphics and Artwork
      i) Graphic Displays - $500,000
      ii) Artwork - $500,000
   b) Review examples of art in other public facilities, with an emphasis on airport terminals.
   c) Verify the process for selection of artists and installation of art, including the political review process.
   d) Confirm previously developed aerospace/aviation theme for art.
   e) Determine a "master plan" for art which identifies potential locations inside and around the outside of the terminal and possible types of art that would be appropriate for those locations. As it is highly unlikely that it will be possible to provide opening day art in all identified locations with the funds available under the ACT 3 Program, priority will be given to locations where it is most desirable to have art in place at opening day of the Terminal. Other locations will be reserved for possible future art installations as funds become available or art is donated to the airport.
      i) Potential locations for art include:
         (1) Main Terminal – ticket counter lobby and bag claim, etc.

(2) Concourse and gates

(3) Outside spaces adjacent to the terminal building

(4) Parking garage and surrounding areas (separate project and budget)

ii) Possible list of art types to be considered:

(1) Floor art

(2) Wall art

(3) Hanging art

(4) Sculpture

(5) Rotating display art

(6) Performance art locations

f) Determine the number of artists to be selected to provide art for opening day.

g) Verify required artist qualifications, such as previous experience with public and governmental facilities, materials/media, and presentation capabilities.

h) Define selection criteria for artists.

3) Design team, in conjunction with the Artist Selection Panel, will:

a) Research and assemble a group of potential artists for review by the Artist Selection Panel.

b) Provide project information to and request limited portfolios from artists that meet the required artist qualifications.

c) Review portfolios with Selection Panel and prepare shortlist of artists.

4) Selection Panel to rank and select highest ranked artist(s) with whom to pursue contracts and define locations and budgets for each artist.

5) Design team to contract with selected artist(s) for design phase.

6) Artists to prepare drawings, model, etc., of proposed work for review and approval by Selection Panel.

7) Before proceeding to the next step, proposed work will be presented by Selection Panel representatives to:

a) Airport Authority (City Council) members (in private meetings)

b) Wichita Airport Advisory Board

c) Design Council

8) Once proposed artwork is approved, artist to produce contract documents for installation. Artist also to coordinate with design team for any required modifications to project construction documents. Following approval of construction documents for art by Selection Panel, artist to contract with project general contractor for installation of art.

9) Art to be installed by artist and/or contractor under agreement with the Artist.

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc. 04/04/07

Study Alternative to Renovate Existing Terminal
Architectural Services Request No. 1 - Revised
HNTB Project 34912-DS-007-702

			Hours	Avg Rate	Cost
1.	**Direct Salary Costs**				
	Total Direct Salary Costs (see attached worksheet)		196	33.97	$6,659
2.	**Labor and General & Administrative Overhead**				
	Percentage of Direct Salary Costs		163.71%		$10,901
3.	**Total Labor Cost - Subtotal of Items 1 and 2**				$17,559
4.	**Fixed Fee**		15.00%		$2,634
5.	**Subtotal of Items 3 and 4**				$20,193
6.	**Direct Non-Salary Expenses**				
	Transportation and Subsistence			206	
	Printing and Deliveries			0	
	Other Expenses			0	
	Total Direct Non-salary Expenses				$206
7.	**Subtotal of Items 5 and 6**				$20,399
8.	**Subconsultant Costs**				
	Gossen Livingston Associates	Associate Architects		0	
	Professional Engineering Consultants	Mechanical Electrical		8,426	
	Dudley Williams & Associates	Structural Engineers		2,319	
	Total Subconsultant Costs				$10,745
	Total Proposed Cost				$31,144

References
- Estimate of HNTB Direct Salary Cost and Expenses
- Estimate of Hours & Fees - PEC - MEP
- Restudy Alternate to Renovate Existing Terminal - Dudley Williams & Associates

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc.

Prepare Alternative Concept 04/04/07
Architectural Services Request No. 2 - Revised
HNTB Project 34912-DS-007-702

			Hours	Avg Rate	Cost
1.	**Direct Salary Costs**				
	Total Direct Salary Costs (see attached worksheet)		795	50.36	$40,035
2.	**Labor and General & Administrative Overhead**				
	Percentage of Direct Salary Costs		163.71%		$65,541
3.	**Total Labor Cost - Subtotal of Items 1 and 2**				$105,575
4.	**Fixed Fee**		15.00%		$15,836
5.	**Subtotal of Items 3 and 4**				$121,412
6.	**Direct Non-Salary Expenses**				
	Transportation and Subsistence			2,360	
	Printing and Deliveries			0	
	Other Expenses			0	
	Total Direct Non-salary Expenses				$2,360
7.	**Subtotal of Items 5 and 6**				$123,772
8.	**Subconsultant Costs**				
	Gossen Livingston Associates	Associate Architects		2,216	
	Professional Engineering Consultants	Mechanical Electrical		21,969	
	Dudley Williams Associates	Structural Engineers		320	
	Faithful & Gould	Cost Estimators		15,455	
	Total Subconsultant Costs				$39,960
	Total Proposed Cost				$163,732

References
- Estimate of HNTB Direct Salary Cost and Expenses
- Estimated Cost of Consultant's Services - Gossen Livingston Assoc.
- Estimate of Hours and Fees - PEC
- Estimate of Hours and Fees - Dudley Williams & Associates
- Estimate of Hours and Fees - Faithful & Gould

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc. 10/19/09

Eliminate Elevated Roadway
Additional Services Proposal No. 3a
HNTB Project 34912-DS-007

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs (see attached worksheet)	-8,120	34.15	-$277,259
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	163.71%		-$453,901
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			-$731,160
4.	**Fixed Fee**	14.90%		-$108,943
5.	**Subtotal of Items 3 and 4**			-$840,103
6.	**Direct Non-Salary Expenses** (HNTB)			
	Transportation & Subsistence			
	Printing and Deliveries			
	Other Expenses			
	Total Direct Non-salary Expenses			-$14,081
7.	**Subtotal of Items 5 and 6**			-$854,184
8.	**Subcontractor Costs**			
	Professional Engineering Consultants	Civil Engineer	-19,911	
	Total Subconsultant Costs			-$19,911
	Total Proposed Maximum Cost			-$874,095

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc. 04/19/08

Change To Single Level Terminal Concept
Additional Services Proposal No. 3c
HNTB Project 34912-DS-007

		Hours	Avg Rate	Cost
1. Direct Salary Costs				
Total Direct Salary Costs (see attached worksheet)		176	39.49	$6,950
2. Labor and General & Administrative Overhead				
Percentage of Direct Salary Costs		163.71%		$11,378
3. Total Labor Cost - Subtotal of Items 1 and 2 (correction from SA No. 1)				$18,328
4. Fixed Fee		15.00%		$2,749
5. Subtotal of Items 3 and 4				$21,077
6. Direct Non-Salary Expenses (HNTB)				
Transportation & Subsistence			0	
Printing and Deliveries			0	
Other Expenses			0	
Total Direct Non-salary Expenses				$0
7. Subtotal of Items 5 and 6				$21,077
8. Subcontractor Costs				
Gossen Livingston Associates	Associate Architect		0	
Professional Engineering Consultants	Civil Engineer		0	
Professional Engineering Consultants	Mechanical Electrical		-8,032	
Dudley Williams & Associates	Structural Engineer		-17,565	
Total Subconsultant Costs				-$25,597
Total Proposed Maximum Cost				-$4,520

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc. 4/20/2008

Reduced Area of Apron Paving

Additional Services Request No. 3d

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	HNTB Project Manager	0	57.59	$0
				$0
	Total Direct Salary Costs			$0
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	177.43%		$0
3.	**Total Labor Cost - Subtotal of Items 1 and 2 (correction from SA No. 1)**			$0
4.	**Fixed Fee**	15.00%		$0
5.	**Subtotal of Items 3 and 4**			$0
6.	**Direct Non-Salary Expenses** (HNTB)			
	Transportation & Subsistence		0	
	Printing and Deliveries		0	
	Total Direct Non-salary Expenses			$0
7.	**Subtotal of Items 5 and 6**			$0
8.	**Subcontractor Costs**			
	Professional Engineering Consultants (Civil)		-24,835	
	Total Subcontractor Costs			-$24,835
	Total Proposed Maximum Cost			-$24,835

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 7/15/2008

Reduced Terminal Roadways

Additional Services Request No. 3g

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	HNTB Project Manager	0	57.59	$0
				$0
	Total Direct Salary Costs			$0
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	163.71%		$0
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$0
4.	**Fixed Fee**	14.90%		$0
5.	**Subtotal of Items 3 and 4**			$0
6.	**Direct Non-Salary Expenses** (HNTB)			
	Transportation & Subsistence		0	
	Printing and Deliveries		0	
	Total Direct Non-salary Expenses			$0
7.	**Subtotal of Items 5 and 6**			$0
8.	**Subcontractor Costs**			
	Professional Engineering Consultants (Civil)		-49,009	
	Total Subcontractor Costs			-$49,009
	Total Proposed Maximum Cost			-$49,009

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 7/15/2008

Reduced Surface Parking Lots

Additional Services Request No. 3h

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	HNTB Project Manager	0	57.59	$0
				$0
	Total Direct Salary Costs			$0
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	163.71%		$0
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$0
4.	**Fixed Fee**	14.90%		$0
5.	**Subtotal of Items 3 and 4**			$0
6.	**Direct Non-Salary Expenses** (HNTB)			
	Transportation & Subsistence		0	
	Printing and Deliveries		0	
	Total Direct Non-salary Expenses			$0
7.	**Subtotal of Items 5 and 6**			$0
8.	**Subcontractor Costs**			
	Professional Engineering Consultants (Civil)		-150,818	
	Total Subcontractor Costs			-$150,818
	Total Proposed Maximum Cost			-$150,818

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc. 9/2/2008

Change from new exit plaza to revised
Additional Services Request No. 3i
HNTB Project 34912-DS-007

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs (see attached worksheet)	-16	36.44	-$583
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	196.47%		-$1,145
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			-$1,728
4.	**Fixed Fee**	14.90%		-$258
5.	**Subtotal of Items 3 and 4**			-$1,986
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		0	
	Printing and Deliveries		-100	
	Other Expenses		0	
	Total Direct Non-salary Expenses			-$100
7.	**Subtotal of Items 5 and 6**			-$2,086
8.	**Subconsultant Costs**			
	Gossen Livingston		-1,080	
	Professional Engineering Consultants (civil)		-9,629	
	Professional Engineering Consultants (MEP)		-1,500	
	Dudley Williams & Associates		-2,024	
	Lightworks		-1,200	
				-$15,433
	Total Proposed Cost			-$17,519

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc. 9/2/2008

Reduce Mid-Continent Drive Enhancement
Additional Services Request No. 3j
HNTB Project 34912-DS-007

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs (see attached worksheet)	-18	36.20	-$652
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	196.47%		-$1,280
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			-$1,932
4.	**Fixed Fee**	14.90%		-$288
5.	**Subtotal of Items 3 and 4**			-$2,220
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		0	
	Printing and Deliveries		-200	
	Other Expenses		0	
	Total Direct Non-salary Expenses			-$200
7.	**Subtotal of Items 5 and 6**			-$2,420
8.	**Subconsultant Costs**			
	Landworks		0	
	Professional Engineering Consultants (civil)		-10,383	
	Professional Engineering Consultants (MEP)		-717	
	Lightworks		-2,400	
	Carol Naughton & Associates		-2,000	
				-$15,500
	Total Proposed Cost			-$17,920

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc. 9/2/2008

Delete Covered walkway
Additional Services Request No. 3k
HNTB Project 34912-DS-007

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs (see attached worksheet)	-22	37.02	-$814
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	196.47%		-$1,600
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			-$2,414
4.	**Fixed Fee**	14.90%		-$360
5.	**Subtotal of Items 3 and 4**			-$2,774
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		0	
	Printing and Deliveries		-100	
	Other Expenses		0	
	Total Direct Non-salary Expenses			-$100
7.	**Subtotal of Items 5 and 6**			-$2,874
8.	**Subconsultant Costs**			
	Gossen Livingston		-270	
	Professional Engineering Consultants (MEP)		-100	
				-$370
	Total Proposed Cost			-$3,244

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc. 9/2/2008

Reduce Landside Site Feature
Additional Services Request No. 3I
HNTB Project 34912-DS-007

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs (see attached worksheet)	-26	36.04	-$937
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	196.47%		-$1,841
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			-$2,778
4.	**Fixed Fee**	14.90%		-$414
5.	**Subtotal of Items 3 and 4**			-$3,192
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		0	
	Printing and Deliveries		-200	
	Other Expenses		0	
	Total Direct Non-salary Expenses			-$200
7.	**Subtotal of Items 5 and 6**			-$3,392
8.	**Subconsultant Costs**			
	Gossen Livingston		-270	
	Landworks		-3,500	
	Professional Engineering Consultants (MEP)		-100	
				-$3,870
	Total Proposed Cost			-$7,262

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc. 11/16/2009

Design Phase LEED Services
Additional Services Proposal No. 5a.1
HNTB Project 34912-DS-007

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	302	46.55	$14,059
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	196.47%		$27,621
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$41,680
4.	**Fixed Fee**	14.90%		$6,210
5.	**Subtotal of Items 3 and 4**			$47,890
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		886	
	Printing and Deliveries		429	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$1,315
7.	**Subtotal of Items 5 and 6**			$49,205
8.	**Subconsultant Costs**			
	ME Group (LEED Consulting)		53,604	
	ME Group (Commissioning)		0	
	Gossen Livingston Associates		5,695	
	Landworks Studio (Landscaping)		12,009	
	Professional Engineering Consultants (Civil)		5,174	
	Professional Engineering Consultants (MEP)		49,946	
	Dudley Williams Associates (Structural)		4,073	
	FSC, Inc.(Fire Protection)		0	
	Lightworks (Lighting Design)		9,560	
	Faithful & Gould (Cost Estimating)		13,202	
				$153,263
	Total Proposed Cost			$202,468

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc. 4/13/2008

MEP VE Workshop
Architectural Services Request No. 5c
HNTB Project 34912-DS-007

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs (see attached worksheet)	44	62.49	$2,750
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	177.43%		$4,878
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$7,628
4.	**Fixed Fee**	15.00%		$1,144
5.	**Subtotal of Items 3 and 4**			$8,772
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		443	
	Printing and Deliveries		50	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$493
7.	**Subtotal of Items 5 and 6**			$9,265
8.	**Subconsultant Costs**			
	Professional Engineering Consultants (MEP)		6,805	
				$6,805
	Total Proposed Cost			$16,070

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 8/29/2008

Provide Connecting Tunnel to Existing Terminal
Additional Services Request No. 9.1
HNTB Project 34912-DS-007

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs (see attached worksheet)	130	46.06	$5,988.0
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	196.47%		$11,765
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$17,753
4.	**Fixed Fee**	14.90%		$2,645
5.	**Subtotal of Items 3 and 4**			$20,398
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		443	
	Printing and Deliveries		290	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$733
7.	**Subtotal of Items 5 and 6**			$21,131
8.	**Subconsultant Costs**			
	Gossen Livingston		12,197	
	Professional Engineering Consultants (MEP)		12,432	
	Dudley Williams & Associates		13,165	
	Ross & Baruzzini		8,402	
	FSC (Code)		5,624	
	FSC (Fire Protection)		4,495	
	Lightworks		0	
	Coffeen Fricke		1,654	
	Carol Naughton & Associates		0	
	Faithful & Gould		10,615	
				$68,584
	Total Proposed Cost			$89,715

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc. 6/22/2008

Bid Alternate for West Gates and Additional Shell Space
Additional Services Request No. 10a
HNTB Project 34912-DS-007

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	544	40.11	$21,823
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	196.47%		$42,875
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$64,697
4.	**Fixed Fee**	14.90%		$9,640
5.	**Subtotal of Items 3 and 4**			$74,337
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		646	
	Printing and Deliveries		1,000	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$1,646
7.	**Subtotal of Items 5 and 6**			$75,983
8.	**Subconsultant Costs**			
	HNTB Corporation (Aviation Planning)		0	
	Gossen Livingston Associates (Associate Architect)		10,548	
	Professional Engineering Consultants (Civil)		0	
	Professional Engineering Consultants (MEP)		69,502	
	Dudley Williams & Associates (Structural)		20,142	
	Ross & Barruzini (Communications)		28,075	
	FSC (Code)		2,480	
	FSC (Fire Protection)		1,200	
	Lightworks (Lighting Design)		5,560	
	Coffeen Fricke & Associates (Acoustical)		3,910	
	Carol Naughton & Associates (Signage)		2,930	
	Faithful & Gould (Cost Estimating)		4,474	
				$148,821
	Total Proposed Cost			$224,804

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc. 10/07/08

Additional Services Proposal No. 11f (rev 3)

Landscape Operations Study and Preliminary Architecture

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	4	60.47	$242
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	196.47%		$475
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$717
4.	**Fixed Fee**	14.90%		$107
5.	**Subtotal of Items 3 and 4**			$824
6.	**Direct Non-Salary Expenses** (HNTB)			
	Transportation & Subsistence		0	
	Printing and Deliveries		0	
	Other Expenses			
	Total Direct Non-salary Expenses			$0
7.	**Subtotal of Items 5 and 6**			$824
8.	**Subcontractor Costs**			
	Gossen Livingston Associates		9,785	
	Allied Labs		0	
	Professional Engineering Consultants (Civil)		0	
	Professional Engineering Consultants (MEP)		0	
	Dudley Williams Associates		0	
	Faithful & Gould		0	
	Total Subcontractor Costs			$9,785
	Total Proposed Maximum Cost			$10,609

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Corporation 12/17/08

Parking Masterplan
Additional Services Proposal 12.1a
HNTB Project 34912-DS-007

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs (see attached worksheet)	292	53.70	$15,681
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	177.43%		$27,823
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$43,504
4.	**Fixed Fee**	15.00%		$6,524
5.	**Subtotal of Items 3 and 4**			$50,028
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		0	
	Printing and Deliveries		0	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$0
7.	**Subtotal of Items 5 and 6**			$50,028
8.	**Subconsultant Costs**			
				$0
	Total Proposed Cost			$50,028

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc. 11/18/2008

Back of House Paging
Additional Services Request No. 17
HNTB Project 34912-DS-007

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	4	50.59	$202
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	196.47%		$398
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$600
4.	**Fixed Fee**	14.90%		$89
5.	**Subtotal of Items 3 and 4**			$689
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		0	
	Printing and Deliveries		0	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$0
7.	**Subtotal of Items 5 and 6**			$689
8.	**Subconsultant Costs**			
	Coffeen Fricke & Associates		4,810	
				$4,810
	Total Proposed Cost			$5,499

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture, Inc. 5/1/2009

New Artist Coordination
Additional Services Request No. 21
HNTB Project 34912-DS-007

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs (see attached worksheet)	120	49.78	$5,974
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	196.47%		$11,737
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$17,711
4.	**Fixed Fee**	14.90%		$2,639
5.	**Subtotal of Items 3 and 4**			$20,349
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		2,809	
	Printing and Deliveries		500	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$3,309
7.	**Subtotal of Items 5 and 6**			$23,658
8.	**Subconsultant Costs**			
	Gossen Livingston		8,258	
	Greteman Group		40,000	
				$48,258
	Total Proposed Cost			$71,916

City of Wichita
City Council Meeting
December 1, 2009

TO: Wichita Airport Authority

SUBJECT: North Air Cargo Building
Change Order No. 5
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On February 5, 2008, the Wichita Airport Authority approved a contract with Snodgrass & Sons Construction Co., Inc. for the construction of the North Air Cargo Building in the amount of $5,625,717.

Analysis: Following completion of the building, modifications to the ventilation system were necessary to provide better air handling in the facility than was constructed. The additional costs are included in the overall budget. Staff has prepared Change Order No. 5 to modify the contracted work to accommodate the required changes.

	Amount	Description	Date
Contract	$5,625,717.00	N Cargo Construction Contract	2/5/2008
CO#1	63,005.73	Building area changes, adding restrooms, delete vehicle restraint	9/8/2008
CO#2	7,509.85	Tenant changes	4/28/2009
CO#3	48,415.11	Additional office and ramp painting	6/2/2009
CO#4	252,573.41	Sprinklers, temporary fence and FedEx ramp	9/15/2009
CO#5	19,703.00	Additional return air HVAC work in office	
	$6,016,924.10	Total Fee	

Financial Considerations: Gossen Livingston, the consultant hired to provide professional services, will pay $9,511.79 of the cost to correct this design error. The change order amount of $19,703 is an addition to the adjusted contract amount of $5,997,222 representing an increase of less than one percent. This change order does not increase the contract time. The cost of this change order is included in the current budget of $8,265,000.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through infrastructure improvements to allow tenant development.

Legal Considerations: The change order has been approved as to form by the Law Department.

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

Attachments: Change Order No. 5.

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
North Air Cargo Facility
1935 Air Cargo Road
Wichita, KS 67209

TO CONTRACTOR *(Name and address)*:
Snodgrass & Sons Construction Co., Inc.
2700 George Washington Blvd.
Wichita, KS 67210

CHANGE ORDER NUMBER: 005
DATE: October 28, 2009

ARCHITECT'S PROJECT NUMBER: 1049.201
CONTRACT DATE: February 5, 2008
CONTRACT FOR: General Construction

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Provide additional return air HVAC work in office areas for a cost of $19,703.00

The original Contract Sum was	$	5,625,717.00
The net change by previously authorized Change Orders	$	371,504.10
The Contract Sum prior to this Change Order was	$	5,997,221.10
The Contract Sum will be increased by this Change Order in the amount of	$	19,703.00
The new Contract Sum including this Change Order will be	$	6,016,924.10

The Contract Time will be unchanged by zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is February 13, 2009

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gossen Livingston Associates, Inc.	Snodgrass & Sons Construction Co., Inc.	Wichita Airport Authority
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
420 S. Emporia Wichita, KS 67202	2700 George Washington Boulevard Wichita, KS 67210	2173 Air Cargo Road Wichita, KS 67209
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Rick Holbrook, AIA, CSI	CHRIS OARD	
(Typed name)	*(Typed name)*	*(Typed name)*
October 28, 2009	10/30/09	
DATE	**DATE**	**DATE**

Approved as to Form
Gary E. Rebenstorf

RECEIVED
NOV 02 2009
AIRPORT ENGINEERING

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User Notes: (862869060)

SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.
Wichita, Kansas 67210
Phone 316-687-3110 / Fax 316-687-5853

Proposal

TO: Gossen Livingston Architecture Attn: Rick Holbrook 420 South Emporia Wichita, Kansas 67202	**Job Name:** North Air Cargo Facility – Cost increase to provide additional return air work per the RFP No. 34 documents. **Location:** Wichita Mid-Continent Airport	
FAX: (316) 265-5646	**Phone:** (316) 265-9367	**Date:** 8/10/09
	CoW Project Number: 455365	**Snodgrass Project No.: 28-012**

We hereby submit an estimate for labor, material, and equipment to perform the work as follows:

Provide additional return air work in various areas throughout the facility. Work will be performed per the RFP No. 34 documents. (Itemization listed below, and on the attached sub quote.)

Base cost for additional work:

- Provide Additional Return Air Work (MSI)(this cost is betterment to the facility only).....$14,552.00
- Supervision / Admin for work (Snodgrass Construction).....$750.00

Subtotal.....$15,302.00

- Overhead & Profit (15%).....$2,295.30
- Additional Bond at 1%.....$175.97

Total.....$17,773.00

Additional cost that will be incurred while performing the work due to the operational state of the building. Includes costs for removal / replacement of ceiling tile, security badging, coordinating w/ users, clean up, etc.:

- Cost incurred while performing work during operational state of building (MSI).....$1,811.00
- Supervision / Admin for work (Snodgrass Construction).....$100.00

Subtotal.....$1,911.00

- Overhead & Profit (0%).....$0.00
- Additional Bond at 1%.....$19.11

Total.....$1,930.00

Total Cost for Additional Return Air Work.....$19,703.00

Clarifications:

1. Sales tax not included.
2. This cost is based on installation locations as shown in the RFP No. 34 documents.
3. No provisions for testing and balancing.
4. Price is based on availability to work in the spaces during the times listed in the email received from Rick Holbrook on 7/30/09.
5. All permits by others.
6. Proposal price is based on the scope mentioned above, and attached sub quote. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.

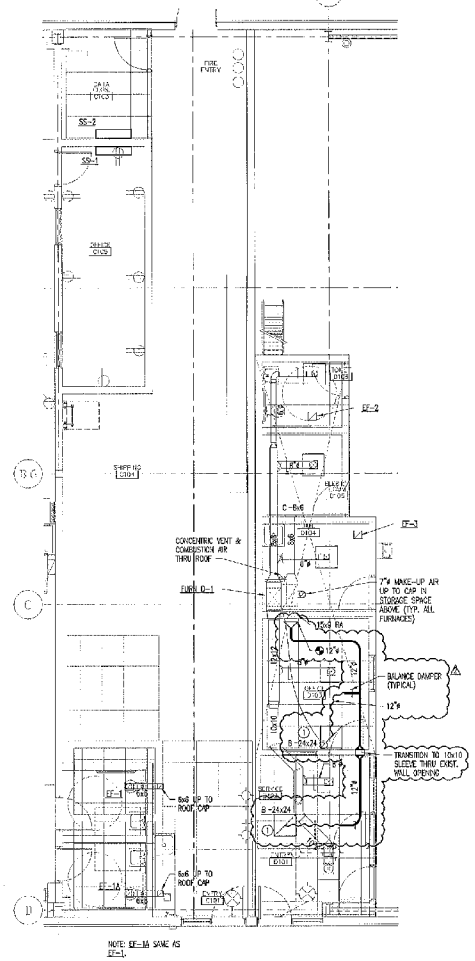
We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of: See price and itemization above.

Payment to be made as follows: Upon completion of work.

Chris Oard Project Manager / Estimator — 8/10/09 Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.

Date of _____ **Authorized** _____



A ENLARGED MECHANICAL FLOOR PLAN

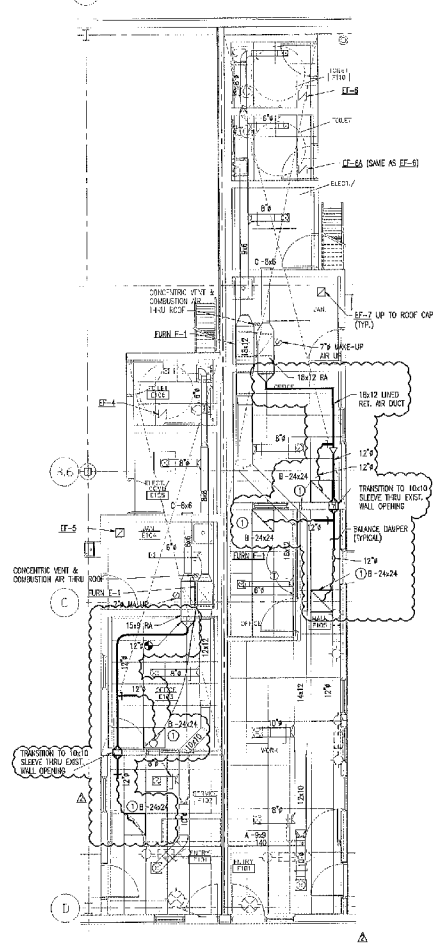
SCALE: 1/4" = 1'-0"

PLAN NOTES:

1. NEW 24x24 LAY IN GRILLE EQUAL TO TITUS 350F

GENERAL NOTES:

1. ALL NEW ROUND DUCT TO BE WRAPPED W/ 3/4" FIBERGLASS DUCT WRAP W/ FOIL SCRIM KRAFT VAPOR BARRIER.
2. LAST 5' TO RETURN GRILLES TO BE SPIRAL WOUND SPRING STEEL W/ VINYL SHEATHING W/ 1" THICK FLEXIBLE FIBERGLASS INSULATION W/ VINYL VAPOR BARRIER JACKET.
3. ALL RETURN GRILLES IN ROOMS W/ CLOUDED AREA TO BE REMOVED (INSTALL NEW CEILING TILE) & INSTALL 24x24 LAY IN GRILLES AS SHOWN ON PLAN NOTE (1) & CONNECT TO NEW RETURN DUCT



B ENLARGED MECHANICAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

GossenLivingston
Architecture
420 South Emporia
Wichita, KS 67202
Tel: (316) 265-9337
Fax: (316) 265-5246
Email: architecture@gossenlivingston.com

RECORD DOCUMENTS

THESE DOCUMENTS INCLUDE RECORD INFORMATION PROVIDED BY THE CONTRACTOR. THIS INFORMATION HAS NOT BEEN VERIFIED IN ITS ENTIRETY BY THE DESIGN PROFESSIONAL.
DATE: MAY, 2009

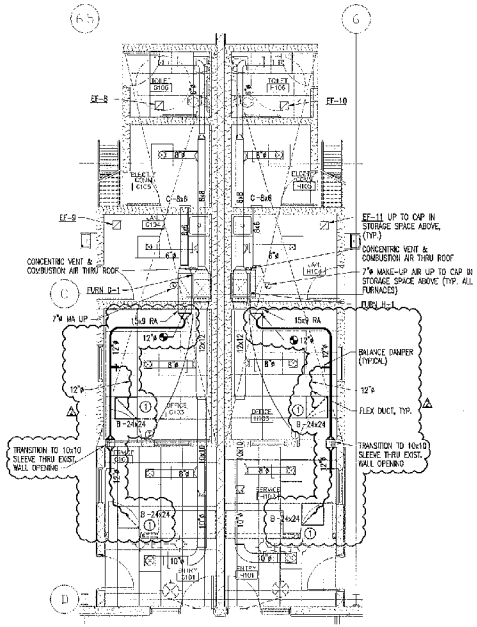
2007 Gossen Livingston Associates, Inc.

NORTH AIR CARGO FACILITY
MID-CONTINENT AIRPORT
Wichita, Ks.

Mark	Date	Description
2	6/30/09	REVISION
1	5/18/09	AS-BUILT

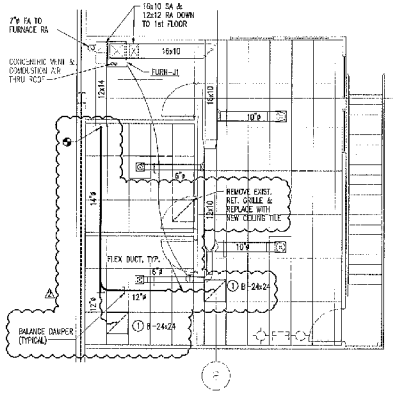
HVAC FLOOR PLAN

Job No.	1049.200	M103
Date	12/12/07	
Drawn	JPY	
Checked	KIT	Dwg. of



A ENLARGED MECHANICAL FLOOR PLAN

SCALE: 1/4" = 1'-0"



SECOND FLOOR HVAC PLAN

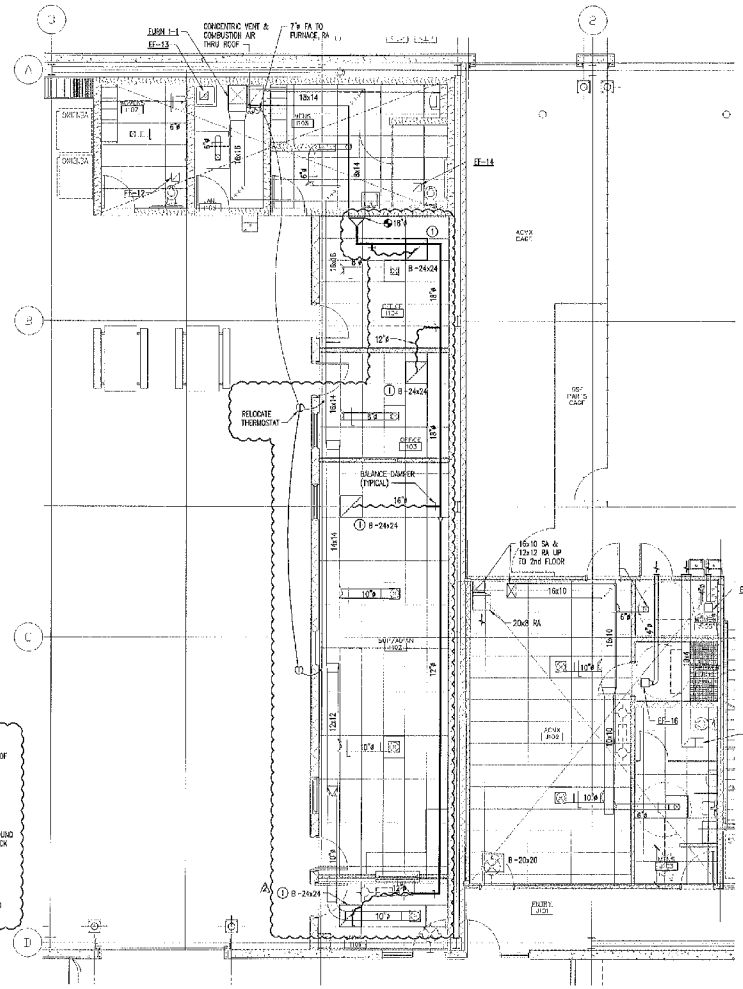
SCALE: 1/4" = 1'-0"

PLAN NOTES:

1. NEW 24x24 LAY IN GRILLE EQUAL TO THUS 350F

GENERAL NOTES:

1. ALL NEW ROUND DUCT TO BE WRAPPED W/ 3/4" FIBERGLASS DUCT WRAP W/ FOIL SCRIM KRAFT VAPOR BARRIER.
2. LAST 5' TO RETURN GRILLES TO BE SPIRAL WOUND SPRING STEEL W/ VINYL SHEATHING W/ 1" THICK FLEXIBLE FIBERGLASS INSULATION W/ VINYL VAPOR BARRIER JACKET.
3. ALL RETURN GRILLES IN ROOMS W/ CLOUDED AREA TO BE REMOVED (INSTALL NEW CEILING TILE) & INSTALL 24x24 LAY IN GRILLES AS SHOWN ON PLAN NOTE 1 & CONNECT TO NEW RETURN DUCT



B ENLARGED MECHANICAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

GossenLivingston
Architecture
420 South Emporia
Wichita, KS 67202
Tel: (316) 265-9367
Fax: (316) 265-3446
Email: wichita@gossenlivingston.com

RECORD DOCUMENTS

THESE DOCUMENTS INCLUDE RECORD INFORMATION PROVIDED BY THE CONTRACTOR. THIS INFORMATION HAS NOT BEEN VERIFIED IN ITS ENTIRETY BY THE DESIGN PROFESSIONAL.
DATE: MAY, 2009

2007 Gossen Livingston Associates, Inc.
All work shown in the enclosed property of Gossen Livingston Associates, Inc. and is not to be copied or used in any way without the express written consent of Gossen Livingston Associates, Inc. All drawings, specifications, ideas, designs and conceptual engineering herein constitute the original and unpublished work of Gossen Livingston Associates, Inc.

NORTH AIR CARGO FACILITY
MID-CONTINENT AIRPORT
Wichita, Ks.

Mark	Date	Description
2	6/30/09	REVISION
1	5/18/09	AS-BUILT

HVAC FLOOR PLAN

Job No.	1049.200	M104
Date	12/12/07	
Drawn	JPY	
Checked	KLF	Dwg. of

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 1, 2009

a. Wichita-Valley Center Local Flood Protection Phase 3, Levee P (east of Hydraulic north of East 63rd Street, along the Big Slough South and Arkansas River) (468-84625/660811/869001) Local traffic shall be maintained with minimal street closures not to exceed 48 hours. (District III) - $6,884,713.00

Agenda Item No. XII-4a

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Petition for street paving in Casa Bella 1st and 2nd Additions (north of Pawnee, west of 127th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the petition.

Background: The petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will provide street paving for a new residential development.

Financial Considerations: The petition totals $309,000. The funding source is special assessments.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing street paving improvements required for residential development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

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

Attachments: Map, CIP sheet, petition and resolution.

132019

First Published in the Wichita Eagle on December 4, 2009

RESOLUTION NO. 09-370

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON MICHELLE, FROM THE NORTH LINE OF TARA FALLS TO THE NORTH LINE OF LOT 3, BLOCK 4 CASA BELLA 2ND ADDITION, CASA BELLA, FROM THE SOUTH LINE OF LOT 1, BLOCK 2 CASA BELLA 2ND ADDITION TO THE NORTH LINE OF LOT 6, BLOCK 2 CASA BELLA 2ND ADDITION, TARA FALLS, FROM THE EAST LINE OF LOT 20, BLOCK 1 CASA BELLA ADDITION TO THE NORTH LINE OF LOT 4, BLOCK 2 CASA BELLA 2ND ADDITION AND MICHELLE CIRCLE, FROM THE SOUTH LINE OF TARA FALLS TO AND INCLUDING CUL-DE-SAC (NORTH OF PAWNEE, WEST OF 127TH ST. EAST) (472-84874) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON MICHELLE, FROM THE NORTH LINE OF TARA FALLS TO THE NORTH LINE OF LOT 3, BLOCK 4 CASA BELLA 2ND ADDITION, CASA BELLA, FROM THE SOUTH LINE OF LOT 1, BLOCK 2 CASA BELLA 2ND ADDITION TO THE NORTH LINE OF LOT 6, BLOCK 2 CASA BELLA 2ND ADDITION, TARA FALLS, FROM THE EAST LINE OF LOT 20, BLOCK 1 CASA BELLA ADDITION TO THE NORTH LINE OF LOT 4, BLOCK 2 CASA BELLA 2ND ADDITION AND MICHELLE CIRCLE, FROM THE SOUTH LINE OF TARA FALLS TO AND INCLUDING CUL-DE-SAC (NORTH OF PAWNEE, WEST OF 127TH ST. EAST) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing paving Michelle, from the north line of Tara Falls to the north line of Lot 3, Block 4 Casa Bella 2nd Addition, Casa Bella, from the south line of Lot 1, Block 2 Casa Bella 2nd Addition to the north line of Lot 6, Block 2 Casa Bella 2nd Addition, Tara Falls, from the east line of Lot 20, Block 1 Casa Bella Addition to the north line of Lot 4, Block 2 Casa Bella 2nd Addition and Michelle Circle, from the south line of Tara Falls to and including cul-de-sac (north of Pawnee, west of 127th St. East) (472-84874).

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Three Hundred Nine Thousand Dollars ($309,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2009 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

CASA BELLA ADDITION
Lots 20 through 27, Block 1
Lots 4 through 7, Block 2
Lots 1 through 6, Block 3

CASA BELLA 2ND ADDITION
Lots 1 through 6, Block 2
Lots 11 through 12, Block 3
Lots 3 through 4, Block 4

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 20 through 27, Block 1, Lots 4 through 7, Block 2, Lots 1 through 6, Block 3, CASA BELLA ADDITION shall each pay 1/28 of the total cost of the improvement district. Lots 1 through 6, Block 2, Lots 11 through 12, Block 3, and Lots 3 through 4, Block 4, CASA BELLA 2ND ADDITION shall each pay 1/28 of the total cost of the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

SECTION 7. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 1st day of December, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	11/10/2009	Pave Michelle, etc in Casa Bella 1st and 2nd Additions

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2009	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving		$309,000		$309,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals		$309,000		$309,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

472-84874

13. Recommendation: Approve the Petition and Adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date 11/17/2009	Date

267

RECEIVED

NOV 05 '09

CITY CLERK OFFICE

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

472-84874

CASA BELLA ADDITION

Lots 20 - 27, Block 1
Lots 4 – 7, Block 2
Lots 1 - 6, Block 3

(North of Pawnee, West of 127th St. East)

CASA BELLA 2nd ADDITION

Lots 1 - 6, Block 2
Lots 11 - 12, Block 3
Lots 3 - 4, Block 4

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

(a) That there be constructed pavement on **MICHELLE,** from the north line of Tara Falls to the north line of Lot 3, Block 4 Casa Bella 2nd Addition, **CASA BELLA,** from the south line of Lot 1, Block 2 Casa Bella 2nd Addition to the north line of Lot 6, Block 2 Casa Bella 2nd Addition, **TARA FALLS,** from the east line of Lot 20, Block 1 Casa Bella Addition to the north line of Lot 4, Block 2 Casa Bella 2nd Addition and **MICHELLE CIRCLE,** from the south line of Tara Falls to and including Cul-de-Sac.

That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage is to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement being Three Hundred Nine Thousand Dollars ($309,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after August 1, 2009.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

That the following lots in Casa Bella Addition and Casa Bella 2nd Addition, Wichita, Sedgwick County, Kansas shall each pay 1/28 of the total cost of the improvement district:

CASA BELLA ADDITION

Lots 20 - 27, Block 1
Lots 4 – 7, Block 2
Lots 1 - 6, Block 3

CASA BELLA 2nd ADDITION

Lots 1 - 6, Block 2
Lots 11 - 12, Block 3
Lots 3 - 4, Block 4

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

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
CASA BELLA ADDITION Lots 20 - 27, Block 1 Lots 4 – 7, Block 2 Lots 1 - 6, Block 3	Eugene J. Otterdale	10/30/09
CASA BELLA 2nd ADDITION Lots 1 - 6, Block 2 Lots 11 - 12, Block 3 Lots 3 - 4, Block 4		

AFFIDAVIT

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

WILL CLEVENGER
Name

924 N. Main
Address

264-8008
Telephone number

Sworn to and subscribed before me this 5th day of November, 2009.

Deborah A. Sadlock
Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

DEEDS AND EASEMENTS – DECEMBER 1, 2009

a. Storm Water Drainage and Detention Basin Improvements Easement dated November 9, 2009 from Cox Machine 3rd Addition HOA for a pond lying within Reserve A, Reserve B, and Reserve C, Cox Machine 3rd Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #766239) No cost to City.

b. Storm Water Drainage and Detention Basin Improvements Easement dated November 2, 2009 from Maple Group LLC for a pond lying within Reserve C, The Woods Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751465) No cost to City.

Agenda Item No. XII-6a

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Community Events – Our Lady of Guadalupe Fiesta (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Reverend Jose Machado is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following temporary street closure request has been submitted:

Our Lady of Guadalupe Fiesta December 8, 9, 10, and 11, 2009 5:00 pm – 10:00 pm

- 23rd Street North, Park Place to Market

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

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

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

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

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Easement Encroachment Agreement (District V)

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the Utility Easement Encroachment (Hold Harmless) Agreement.

Analysis: The Agreement allows Maize 54, LLC to occupy and construct a wall, on, over, and across a 30-foot Utility Easement, located within unplatted land north of Kellogg and east of Maize Road, hereinafter referred to as Tract "A" and waives all rights of action in law arising out of the encroachment into the easement.

The Agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of said sewer line lying within Tract "A" and from claims resulting from replacement or upgrade of lines, manholes, and/or other Department property in the easement.

Goal: The Easement Encroachment Agreement is necessary to ensure efficient infrastructure by maintaining and protecting the sanitary sewer system.

Financial Considerations: There are no financial considerations.

Legal Considerations: The Law Department has reviewed the Easement Encroachment Agreement and approved it as to form.

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

Attachments: Hold Harmless Agreement

ORIGINAL

HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this 19th day of October, 2009, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND MAIZE 54, LLC hereinafter called "OWNER"

WITNESSETH:

Whereas, Owner is the owner of that certain real property located in Wichita, Sedgwick County, Kansas as more fully described in Exhibit A attached hereto; and,

Whereas, the public has been granted a sanitary sewer easement thirty (30) feet in width as recorded with the Sedgwick County Register of Deeds at Film 1263, Page 1949, over a portion of said property; and,

Whereas, Owner desires to occupy and construct a retaining wall in accordance with the plans and specifications for City of Wichita Project No. 468-84575 over a portion of said easement, said area of encroachment more fully described in Exhibit B atttached hereto and graphically depicted in Exhibit C attached hereto.

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

(1) The City hereby agrees to permit the Owner to occupy and construct improvements on, over and across the aforesaid sanitary sewer easement, and specifically waives any and all rights of action in law or equity against Owner, arising out of the Owner's occupancy and encroachment on and over said easement.

(2) In the event that the existing sanitary sewer line within the above described easement is planned or requires repair and/or maintenance and the same construction or repair is determined by the City to be impossible or impractical due to the presence of the encroachment described as Exhibit B, the Owner shall be obligated to, at the Owner's sole discretion, either (a) pay the costs to replace that portion of the structure within such encroachment; (b) remove the said encroachment and clear the said easement; or (c) pay the costs of tunneling under the encroachment to permit repair and/or maintenance of the structure.

(3) The Owner agrees to protect and indemnify the City and adjacent property owners against any increased cost that may accrue to them due to the necessity of construction of greater distance to

avoid connecting beneath any improvements that may be built on, over and across said easement. In the event the Owner fails to provide such indemnification, the Owner agrees that the City may assess any cost incurred by it against the property of the Owner to _____ _____. Such assessment shall be in the manner described in K.S.A. 12-6a 17, as amended from time to time.

(4) The Owner agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said structure within the afore-described sanitary sewer easement and which injury and/or damage is caused by the presence of the encroachment into the afore-described sanitary sewer easement. The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the structure within the afore-described easement.

(5) This agreement may be terminated by the City upon failure of the Owner to comply with all of the terms of this agreement.

(6) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as the structure contemplated by this agreement is in existence.

(7) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

Owner

MAIZE 54, LLC

by Jay S. Maxwell

MANAGING MEMBER
JAY S. MAXWELL

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 19th day of October, 2009, before me, a Notary Public, in and fore said county and state, came Jay S. Maxwell, Managing Member, personally known to me to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Corporation.

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

Koni Foster
Notary Public
My Commission Expires: July 24, 2010

NOTARY PUBLIC OFFICIAL SEAL STATE OF KANSAS
KONI FOSTER
MY COMMISSION EXPIRES
July 24, 2010

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor
City

ATTEST:

_____
City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this_____day of _____, 2009, before me, a Notary Public, in and fore said county and state, came, Carl Brewer, Mayor of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

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

_____
Notary Public
My Commission Expires: _____

Approved as to Form

_____
Director of Law

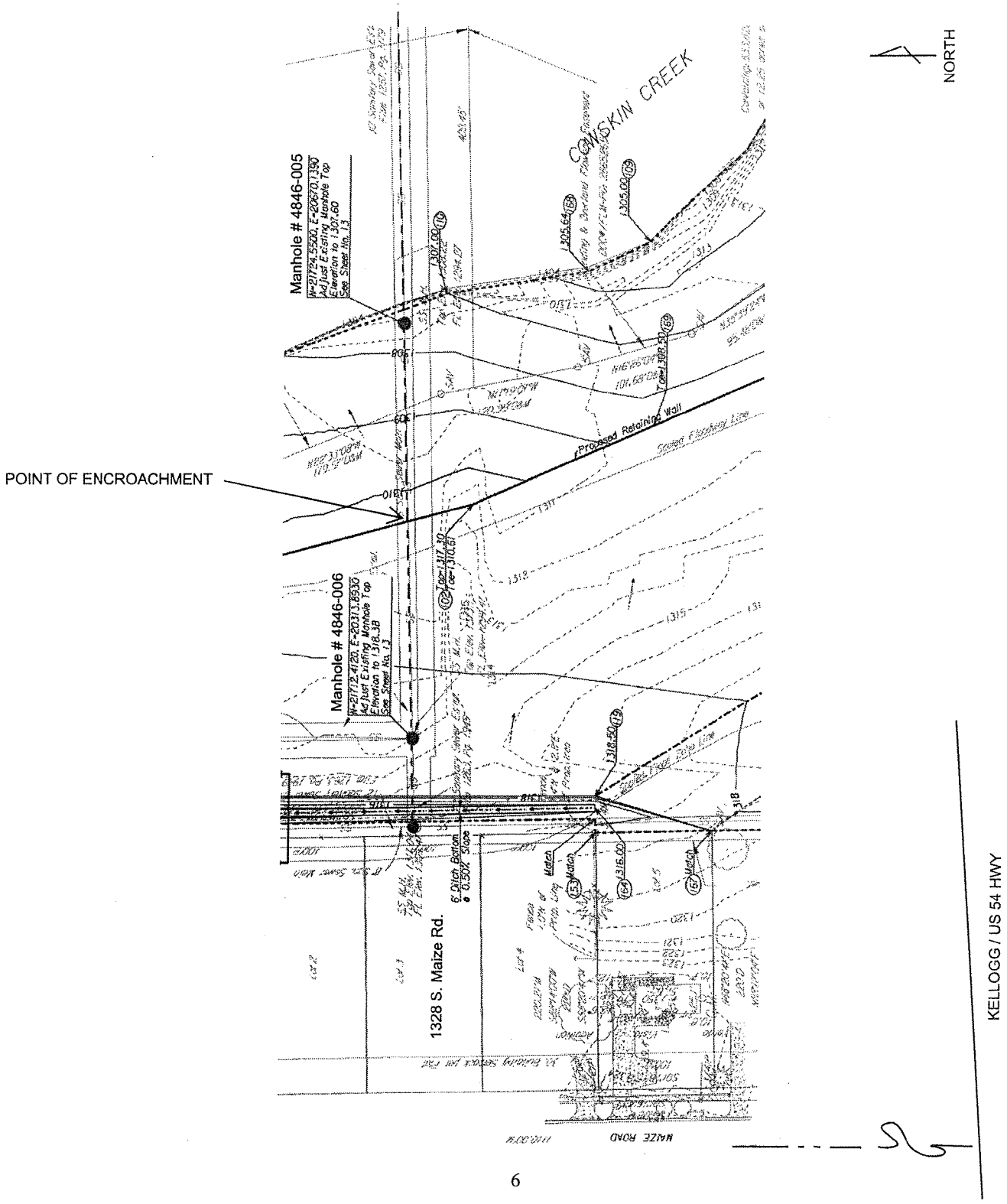
EXHIBIT A

Part of the SW1/4 Section 29, Township 27, South, Range 1 West of the 6th P.M. Sedgwick County, Kansas and Lot 5, Verda Vista, Sedgwick County, Kansas all being described as Beginning at the N.E. corner of Lot 1, Block A, Kansas State Bank Addition, Wichita Sedgwick County, Kansas being a common corner of the S.E. corner of Lot 8, Verda Vista Sedgwick County, Kansas; thence N88°20'30"E along the common line as extended East, 659.8 feet to a point on the West line of a Ponding and Overland Flowage Easement filed on DOC#/FLM–PG: 28652650; thence N12°55'02"W along said Easement, 59.72 feet; thence continuing along said Easement N36°46'09"W, 96.11 feet; thence N51°17'57"W, 146.12 feet; thence N35°39'24"W, 95.48 feet; thence N16°26'04"W, 101.68 feet; thence N11°19'07"W, 120.39 feet along the West line of a Ponding and Overland Flowage Easement filed on DOC#/FLM–PG: 28652650, and DOC#/FLM–PG: 28652651; thence continuing N22°33'08"W, along said DOC#/FLM–PG: 28652651, 179.57 feet; thence N16°20'54"W, 124.1 feet; thence N25°52'23"E, 38.55 feet more or less to a point on the South line of the North 40 acres of the SW1/4 of said Section 29; thence S88°20'41"W along the South line of the North 40 acres of said SW1/4, 299.04 feet to a point 270 feet East of the West line of said SW1/4, said point being 30 feet North of the N.E. corner of Lot 1, Verda Vista Sedgwick County, Kansas; thence S01°18'15"E along the East line of said Verda Vista , 450 feet to the N.E. corner of Lot 5, in said Verda Vista; thence S88°20'41"W, 220 feet to the N.W. corner of said Lot 5; thence S01°18'15"E, 100 feet to the S.W. corner of said Lot 5; thence N88°20'41"E, 220 feet to the S.E. corner of said Lot 5; thence S01°18'15"E, 300 feet to the point of beginning.

EXHIBIT B

A part of the SW1/4, Section 29, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, described as follows:
Commencing at a point of intersection with the South Line of the North 40 acres of said SW1/4, Section 29, Township 27 South, Range 1 West and the east line of a thirty (30) foot sanitary sewer easement as described and recorded with the Sedgwick County Register of Deeds at Film 1263, Page 1949; thence south along an east line of said easement to a point of diverture; thence east along a north line of said sanitary sewer easement for a distance of 165 feet for a Point of Beginning; thence continuing east along a north line of said sanitary sewer easement for a distance of 10 feet; thence south at a right angle for a distance of 30 feet to a south line of said sanitary sewer easement; thence west along a south line of said sanitary sewer easement for a distance of 10 feet; thence north for a distance of 30 feet to the Point of Beginning.

EXHIBIT C



NORTH
POINT OF ENCROACHMENT
Manhole # 4846-005
Manhole # 4846-006
COWSKIN CREEK
Proposed Retaining Wall
1328 S. Maize Rd.
KELLOGG / US 54 HWY
MAIZE ROAD

Agenda Report No. _____

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council Members

SUBJECT: Cooperative Agreement for the Wichita/Sedgwick County Law Enforcement Training Center

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the Cooperative Agreement between the City of Wichita and Sedgwick County.

Background: The City of Wichita has leased the Wichita/Sedgwick County Law Enforcement Training Center (WSCLETC) at 2235 West 37th Street North, Wichita, Sedgwick County, Kansas, from Unified School District #259 since March 6, 1984. The City and County have jointly operated the WSCLETC since June 12, 1985 through a cooperative agreement. Previously, the Cooperative Agreement for the WSCLETC provided that the City would pay 75 percent and Sedgwick County 25 percent of the total operating expenses annually. Both parties have determined that the terms of the existing Cooperative Agreement for the WSCLETC are in need of modification and are authorized to enter into a new cooperative agreement, pursuant to K.S.A. 12-2908. Under the new Cooperative Agreement for the WSCLETC, the City and County will share equally in the operating expenses, at 50 percent each.

Analysis: Under the Cooperative Agreement, the City and the County both agree to full indemnify and hold each other harmless as to any activity performed by their respective employees or other representatives connected with the performance of the Agreement. This Agreement shall be in effect for a one year term and will thereafter be automatically extended for successive one-year periods, unless cancelled by written notice by either party.

Financial Considerations: The City and County shall each provide and maintain a budget for law enforcement training, which shall annually be adopted by the governing bodies thereof. At the conclusion of each calendar quarter, the City shall invoice the County for 50 percent of the total operating expenses for the preceding three months.

Goal Impact: The Cooperative Agreement supports the City of Wichita's Safe and Secure Initiative by enhancing the quality and quantity of law enforcement training provided by the Wichita Police Department.

Legal Considerations: The Cooperative Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Cooperative Agreement.

Attachments: Cooperative Agreement between the City of Wichita and Sedgwick County.

COOPERATIVE AGREEMENT FOR THE
WICHITA/SEDGWICK COUNTY LAW ENFORCEMENT TRAINING CENTER

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the City of Wichita, Kansas (hereinafter referred to as "City") and Sedgwick County, Kansas (hereinafter referred to as "County").

WHEREAS, the City leases the Wichita/Sedgwick County Law Enforcement Training Center (WSCLETC) at 2235 W. 37th St. North, Wichita, Sedgwick County, Kansas, from Unified School District #259, and has continuously held such lease since March 6, 1984; and

WHEREAS, the City and County have jointly operated the WSCLETC since June 12, 1985, through a cooperative agreement; and

WHEREAS, the City and County wish to continue to jointly provide law enforcement training, and share the use of the WSCLETC and associated services; and

WHEREAS, the City and County have determined that the terms of the existing cooperative agreement for the WSCLETC are in need of modification; and

WHEREAS, the City and County are authorized to enter into a new cooperative agreement, pursuant to K.S.A. 12-2908.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the parties hereto agree as follows:

1. This agreement shall be in force and effect on _____. 2009 for a one year term. It will thereafter be automatically extended for successive one-year periods, unless cancelled by written notice by either party. Such written notice must be delivered to the other party on or before July 1 of the year prior to the termination becoming effective.

2. The purpose of this agreement is to continue to enhance the quality and quantity of law enforcement training provided by the Wichita Police Department and Sedgwick County Sheriff's Office, by maintaining a combined training academy, thereby reducing the overall costs of said training, and sharing certain agreed upon costs of said training. This agreement also acknowledges the presence of the Sedgwick County Emergency Communications Department at the WSCLETC. Said presence consists of one classroom designated for training dispatchers and serving as a backup dispatch site.

3. Consistent with the foregoing purpose, the parties agree that the City and County will continue to jointly occupy and utilize the WSCLETC.

4. The City and County shall each provide and maintain a budget for law enforcement training, which shall annually be adopted by the governing bodies thereof.

At the conclusion of each calendar quarter, the City shall invoice the County for 50% of the total operating expenses for the preceding three months. Such operating expenses shall include the following:

Electricity

Natural gas

Water and sewer

Trash removal

Pest control

Alarm system

Custodial supplies (paper towels, tissue, soap, floor wax, etc.)

Maintenance equipment and supplies (light bulbs, air filters, etc.)

Routine building and grounds maintenance/service (air conditioning, boiler, lawn mower, etc.)

Unplanned/emergency repairs (roof leaks, plumbing leaks, air conditioning, boiler, electrical, etc.)

Employee expenses (salary and benefits) for maintenance worker

5. The City shall continuously apprise the County of significant unplanned events that require immediate repair, such as roof leaks, plumbing leaks, broken windows, AC or boiler malfunction, etc., as soon as it is practically possible.

6. Any upgrades, improvements, or replacements which do not require an immediate response/repair, shall be discussed and agreed upon in advance by both parties. Examples would include interior or exterior painting, window coverings, parking lot projects, shared equipment or commodities, etc.

7. Except for telephone equipment and service, which was purchased and is provided by the County, and all other County property, the City shall acquire, hold, control and dispose of all real and personal property used pursuant to this agreement. The County shall make no changes or modifications to the premises without prior approval from the City. Said approval shall not be unreasonably withheld. The City will maintain administrative control of the facility and the parties shall establish policies to be administered jointly.

8. Should the City enter into a separate cooperative agreement with another entity that includes cost sharing, the County's 50% share provided for in this agreement shall be calculated after such other entity's costs are subtracted from the total cost.

9. The City of Wichita Chief of Police and the Sedgwick County Sheriff shall be administrators of this agreement.

10. For purposes of this agreement, written notice shall be sent to:

City: City Attorney
455 N. Main, 13th floor
Wichita, KS 67202

County: Sedgwick County Counselor
525 N. Main, Suite 359
Wichita, KS 67203

11. The parties will not on the grounds of race, color, sex, religion, physical handicap, national origin or ancestry discriminate or permit discrimination against any person or group of persons in any manner prohibited by law.

12. This agreement may be modified, changed, or amended only as may be mutually agreed in writing between County and City.

13. It is understood and agreed that the parties shall not sell, assign or transfer any of its rights or privileges granted hereunder without the prior written consent of the other party.

14. In addition to the provisions outlined in paragraph 15 below, this Agreement may be terminated in whole or in part by either party without cause, upon six (6) months written notice, stating the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto.

15. In the event that any party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if any party shall violate any of the terms, covenants, conditions or stipulations of this Agreement, the other party shall thereupon have the right, at its option, to declare the existence of an event of default and terminate this Agreement by promptly giving written notice to the defaulting party, specifying the reasons for the termination and the effective date thereof. Notwithstanding the foregoing, each party shall not be relieved of liability to the other party by virtue of any breach of this Agreement.

16. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach by any party.

17. The terms, provisions, covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors in interest, legal representatives, heirs, executors and administrators, except as otherwise herein expressly provided.

18. The invalidity, unenforceability, or illegality of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

19. The parties shall comply with all applicable federal, state and local laws and regulations in fulfilling this Agreement, regardless of whether those laws and regulations are referenced herein. City will comply with all recommendations of its ADA consultant within a reasonable period of time.

20. This agreement and the terms thereof shall be construed according to the laws of the State of Kansas.

21. It is understood that this agreement supersedes and cancels any and all prior existing written agreements between the parties hereto and their predecessors concerning the uses provided for herein.

22. Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law. Provided, however, that such indemnification shall not be required to the extent that either the indemnified party or the indemnifying party has (or but for the indemnity, would have) a defense against or limitation of the subject liability under the Kansas Tort Claims Act.

23. The relationship between the parties is of a contractual nature. As such relationship is contractual, employees of the parties are not within the protection or coverage of the other party’s worker's compensation insurance, nor are employees of the parties entitled to any current or future benefits provided to employees of the other party. Further, County shall not be responsible for withholding social security, federal, and/or state income tax, or unemployment compensation from payments made by County to City.

24. This agreement is entered into and executed after having been approved by the majority of the governing bodies of the City and County.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first-above written.

CITY OF WICHITA

_____
CARL BREWER, MAYOR

ATTEST:

_____
CITY CLERK, KAREN SUBLETT

APPROVED:

_____
GARY REBENSTORF, CITY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

_____
KELLY PARKS, CHAIRMAN
Commissioner, Fourth District

ATTEST:

_____
KELLY B. ARNOLD, COUNTY CLERK

APPROVED:

_____
KAREN L. POWELL
ASSISTANT COUNTY COUNSELOR

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

Subject: Drug Enforcement Administration Task Force

Initiated By: Police Department

Agenda: Consent

Recommendation: Approve the agreement.

Background: Since 2002, the Wichita Police Department has participated in a joint federal task force through the Drug Enforcement Administration (DEA). Two Police Department detectives are currently assigned to this joint task force.

Analysis: The Drug Enforcement Administration will reimburse the Wichita Police Department for overtime incurred by the two detectives currently assigned to a joint DEA task force.

Financial Considerations: The Drug Enforcement Administration has agreed to reimburse the Police Department for up to $33,806.50 in overtime for DEA task force assigned detectives for the period of September 30, 2009 through September 30, 2010. There is no City match required.

Goal Impact: Provide a Safe and Secure Community by partnering with the Drug Enforcement Administration to combat illicit drug trafficking.

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

Recommendations/Actions: It is recommended the City Council approve the 2009/2010 State and Local Task Force Agreement.

Attachments: State and Local Task Force Agreement.

Real
Oldridge

STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 30th day of September, 2009, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the WICHITA POLICE DEPARTMENT (hereinafter "WPD").

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the State of Kansas and the Wichita area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Kansas and the Wichita area, the parties hereto agree to the following:

1. The Wichita Resident Office Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the State of Kansas and Wichita area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Kansas.

2. To accomplish the objectives of the Wichita Resident Office Task Force, the WPD agrees to detail two (2) experienced officers to the Wichita Resident Office Task Force for a period of not less than two years. During this period of assignment, the WPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The WPD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The WPD officers assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. 878.

5. To accomplish the objectives of the Wichita Resident Office Task Force, DEA will assign four (4) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and WPD officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Wichita Resident Office Task Force, the WPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the WPD for overtime payments made by it to the officer assigned to the Wichita Resident Office Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $16,903.25), per officer.

7. In no event will the WPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

cc: HQ
WRO
Marsha
ASU

8. The WPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The WPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be from the date of signature by representatives of both parties to September 30, 2010. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by during the term of this agreement.

For the Drug Enforcement Administration:

Harry S. Sommers — Date: 8/24/09

Harry S. Sommers
Special Agent in Charge
St. Louis Division

For the Wichita Police Department:

Norman D. Williams — Date: 7.23.2009

Norman D. Williams
Chief of Police

CITY OF WICHITA
City Council Meeting
December 1, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 6200 South Madison for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the easement.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with the Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 6200 South Madison. The subject property is a 40,068 square foot residential lot developed with a single-family residence. The project requires the east 15 feet of the property, encompassing 2,546 square feet. No structural improvements are located within the acquisition area however, fencing and some mature trees will be impacted.

Analysis: The owners have agreed to accept $10,000 consisting of the estimated market value of the land of $2,550, or $1.00 per square foot for the proposed easement and $7,450 as damages due to the loss of the mature trees and fencing.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $10,500 is requested. This includes $10,000 for the acquisition and $500 for closing costs, title insurance, recording fees and administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget and 2) Accept the easement.

Attachments: Easement, tract map and aerial map.

FLOOD PROTECTION LEVEE EASEMENT

KNOW ALL PERSON BY THESE PRESENTS:

That Deborah S. Kuffler (hereinafter called "Grantor") in consideration of the sum of Ten Thousand Dollars and no/100 (<u>$10,000.00</u>) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, a municipal corporation the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS, a municipal corporation, (hereinafter called "City")**, a permanent easement to construct, maintain, repair, operate, patrol and replace a flood protection levee, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

A permanent easement for floodway right of way over a tract of land lying in a portion of Lot 9, Block B, Orchard View Addition, Sedgwick County, Kansas, said tract being further described as follows:

The east 15 feet of Lot 10, Block B, Orchard View Addition, Sedgwick County, Kansas

Said tract of land contains 2,546 square feet, more or less.

This Easement shall be subject to the following terms and conditions:

1. **<u>ERECTION OF STRUCTURES PROHIBITED.</u>** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.

2. **<u>CHANGE IN GRADE PROHIBITED.</u>** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.

3. **<u>EASEMENT RUNS WITH LAND.</u>** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this _____ day of _____, 2009

_____
Deborah S. Kuffler

STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

I,_____, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Deborah S. Kuffler who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

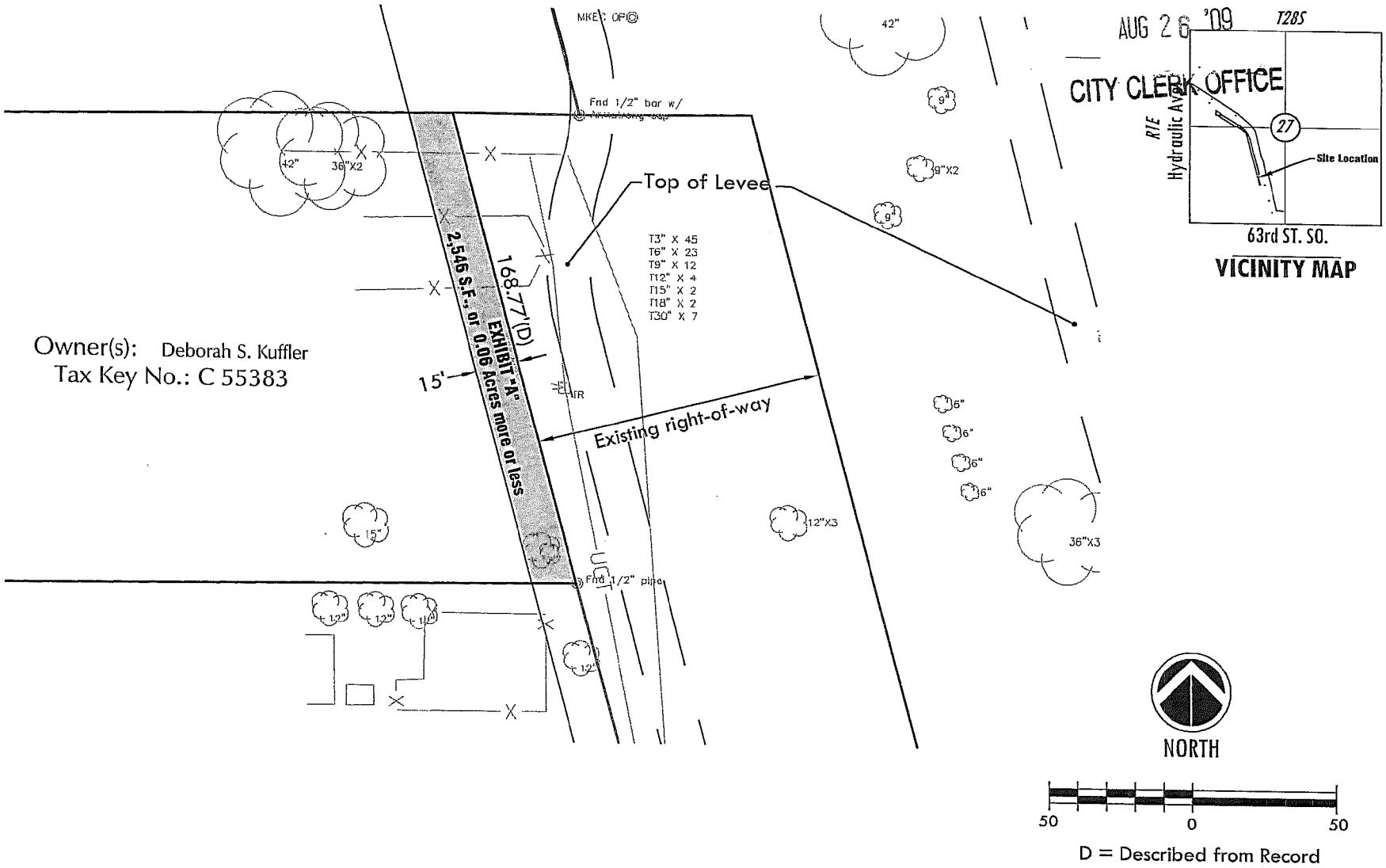
Given under my hand and Notarial Seal this_____ day of_____
_____ , A.D. 2009

(SEAL) _____
_____

NOTARY PUBLIC

EXHIBIT "A"

RECEIVED
AUG 26 '09
CITY CLERK OFFICE



D = Described from Record

This tract exhibit does not constitute a boundary survey.

DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for a Floodway Right of Way, lying in a portion of Lot 10, Block B, Orchard View Addition, Sedgwick County, Kansas, said tract being further described as follows:

The east 15 feet of Lot 10, Block B, Orchard View Addition, Sedgwick County, Kansas

Said tract of land contains 2,546 square feet or 0.06 acres, more or less.

P2

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600
www.mkec.com

EXHIBIT "A"

TITLE
TRACT Map - C 55383
Deborah S. Kuffler

SHEET NAME
Levee P - WVLFPP

PROJECT - 07866 *Prepared: May, 2009*
2009 Wichita Valley Center Local Flood Protection Project

I:\MAP\2007\07866\Reconstruction Projects\0400_Levee P\DWG\tract maps\P Tract Maps_ALL.dwg

6200 South Madison

- Sewer Manholes
- Property Parcels
- Sewer Lines
- Roads
  - State Highway
  - US Federal Highway
  - Interstate
  - KTA
  - Arterial
  - Collector
  - Minor
  - Ramp
- Railroads
- Quarter Section
- Waterways
- Streams
- Parks
- Airports
- SDERASTER.S-DEDATA.ORTH-O1FT
- SDERASTER.S-DEDATA.ORTH-O
- City Limits
  - Andale
  - Bel Aire
  - Bentley
  - Cheney
  - Clearwater
  - Colwich
  - Derby
  - Eastborough
  - Garden Plain
  - Goddard
  - Haysville
  - Kechi
  - Maize
  - Mount Hope

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
December 1, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 12022 East Harry for the Harry: Greenwich to 127th Street East Road Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On June 2, 2009, City Council authorized the design concept and right-of-way acquisition for the Harry Street: Greenwich Road to 127th Street East road project. The proposed design concept is a three lane roadway with two through lanes and a center two-way left turn lane. Drainage improvements will be included with the project as well as a 10 foot wide bike and pedestrian path on the south side of the street. Left turn lanes will be provided at all four approaches to the Harry Street and 127th Street East intersection. The property at 12022 East Harry is improved with a single-family residence. The improvements are removed from the proposed project. The proposed acquisition at 12022 is a drainage easement and consists of 800 square feet. The landowner's fence will be impacted during construction.

Analysis: The seller agreed to convey the required 800 square foot drainage easement for the estimated market value amount of $780. The $780 is comprised of $480, or $0.60 per square foot, for the drainage easement and $300 for resetting the existing fence upon completion of the project. No other improvements are impacted as a result of the acquisition.

Financial Considerations: The funding sources for the project are General Obligation Bonds and Federal Grants. A budget of $1,000 is requested. This includes $780 for the acquisition and $220 for closing costs and title work.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure of roads and storm water drainage through a developed part of the City.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget; 2) Accept the drainage easement.

Attachments: Permanent drainage easement, tract map and aerial map.

PERMANENT DRAINAGE EASEMENT

THIS EASEMENT made this 29 day of October, 2009 by and between C. Roger Ridlon and Rebecca K. Kirby, husband and wife, herein referred to as "Grantor(s)", and the City of Wichita, KS, a municipal corporation, herein referred to as "Grantee(s)".

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar and no/100 ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Grantee a permanent drainage easement for the purpose of performing drainage work over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

> The east 20.00 feet of the west 246.00 feet of the north 40.00 feet of the south 80.00 feet of a tract in the Southeast Quarter of Section 27, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the Southwest corner of the Southeast Quarter of said Section 27; thence north along the West line of said Quarter Section, 590 feet; thence east parallel with the South line of said Quarter Section, 468 feet; thence south parallel with the West line of said Quarter Section, 590 feet; thence west along the South line of said Quarter Section, 468 feet to the point of beginning.

The Grantee hereby covenants and agrees to indemnify, protect, and save harmless the Grantor, its successors and assigns, of, from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, demands, judgments, settlement payments and costs and expenses caused by or arising out of the use of the premises by the Grantee, its employees, successors and assigns.

The Grantee is hereby granted the right to enter upon said premises at any time for the purpose of performing drainage work and associated site work.

IN WITNESS WHEREOF: Grantor(s) have signed these presents the day and year first written.

C Roger Ridlon
C. Roger Ridlon

Rebecca K. Kirby
Rebecca K. Kirby

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On 29 day of October, 2009, this easement was acknowledged before me by C. Roger Ridlon and Rebecca K. Kirby, husband and wife.

Janis Moore
Notary Public

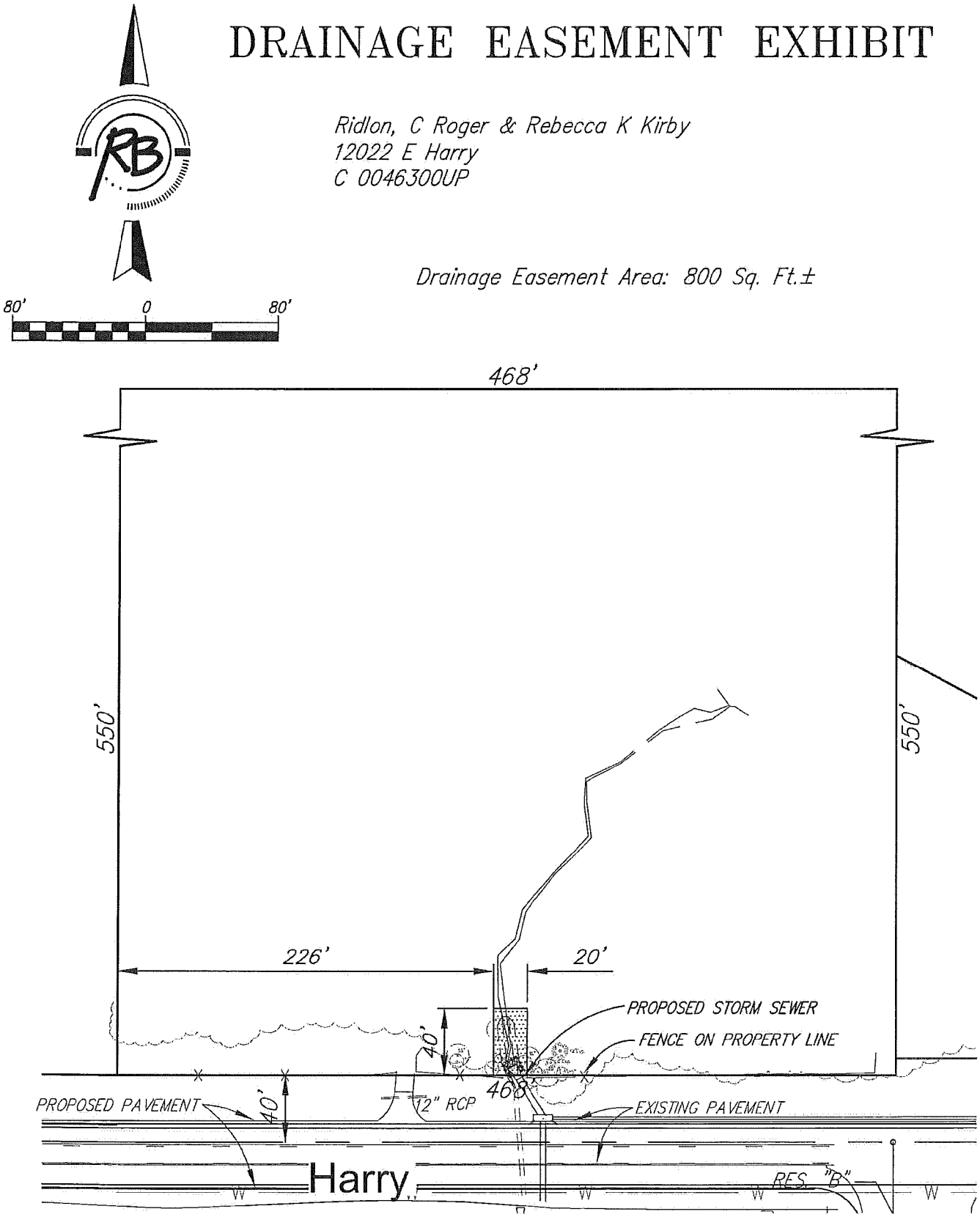
My Commission expires: 3/7/2011

JANIS MOORE
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 3/7/2011

DRAINAGE EASEMENT EXHIBIT

Ridlon, C Roger & Rebecca K Kirby
12022 E Harry
C 0046300UP

Drainage Easement Area: 800 Sq. Ft.±



Ruggles & Bohm, P.A.
Engineering, Surveying, Land Planning
924 North Main
Wichita, Kansas 67203
www.rbkansas.com
(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com

3241T

6-22-09

C 0046300UP Drainage Easement

The east 20.00 feet of the west 246.00 feet of the north 40.00 feet of the south 80.00 feet of a tract in the Southeast Quarter of Section 27, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: Beginning at the Southwest corner of the Southeast Quarter of said Section 27; thence north along the West line of said Quarter Section, 590 feet; thence east parallel with the South line of said Quarter Section, 468 feet; thence south parallel with the West line of said Quarter Section, 590 feet; thence west along the South line of said Quarter Section, 468 feet to the point of beginning.

WILLIAM K. CLEVENGER
LICENSED
LS-1437
6/16/09
KANSAS
LAND SURVEYOR

12022 East Harry

Identified Features
Selected Features
Historic Districts
Old Town
Delano Overlay District
NO
YES
Property Parcels
Subdivisions
Roads
State Highway
US Federal Highway
Interstate
KTA
Arterial
Collector
Minor
Ramp
Railroads
Quarter Section
Waterways
Streams
Historic Sites
REGIONAL
STATE/NATIONAL
STATE
Historic Environs
Parks
Airports
SDERASTER.S-DEDATA.ORTH-O
City Limits

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Approval of Sublease (Pawnee Industrial, LLC) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the sublease.

Background: On December 9, 2008, City Council approved the issuance of Industrial Revenue Bonds ("IRBs") for Pawnee Industrial, LLC ("Pawnee Industrial") in the amount not to exceed $4,500,000. The bonds were used to finance the construction of a speculative manufacturing and warehouse facility located at Pawnee and Custer in southwest Wichita. City Council also approved a 100% five-plus-five year real property tax abatement on bond-financed property. Pawnee Industrial is currently entering into leases of the facility to multiple users which receive a pass-thru benefit of the tax abatement. Pawnee Industrial has committed to the addition of 35 new jobs over five years with a minimum average wage of $29,786 annually as a result of subleasing the project. As a condition of the bond documents, the City Council approves the subleases as they are negotiated. Pawnee Industrial is requesting approval of a sublease at this time.

Analysis: Pawnee Industrial has negotiated a sublease with Keystone Automotive Industries ("Keystone") for 35,640 square feet of the building. Keystone has agreed to a ten-year lease term. The job creation commitment applies to all tenants cumulatively; therefore, Pawnee Industrial anticipates that the job creation requirements will be exceeded after five years. 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 shipped to users outside the Wichita MSA as required by the current incentive policy. Pawnee Industrial and Keystone have agreed to comply with the City's monitoring and reporting process to obtain this information. Additional conditions of the bond lease between Pawnee Industrial and the City are not included in the sublease as Pawnee Industrial is the responsible party to the City regarding the abatement, not the subtenant.

Financial Consideration: There is no financial impact to the City by approving the sublease.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the IRB Tenant is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Consideration: The City Attorney's Office has advised that if the City approves a sublease or subleases that do not provide for the IRB Tenant to enforce 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 payment in lieu of tax (PILOT) from the IRB Tenant in the event of noncompliance.

Recommendation/Actions: It is recommended that the City Council approve the sublease between Pawnee Industrial, LLC and Keystone Automotive Industries.

Attachment: Sublease

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), dated as of the ___ day of October, 2009, is made by and between PAWNEE INDUSTRIAL, LLC, a Kansas limited liability company, having an office at 150 N. Market, Wichita, Kansas 67202 (the "Landlord"), and Keystone Automotive Industries MN, Inc. a Minnesota Corporation, having an office at 700 East Bonita Ave., Pomona CA 91767(the "Tenant").

WITNESSETH THAT:

WHEREAS, subject to the terms and conditions set forth in this Lease below, Tenant desires to lease the "Demised Premises" (defined hereafter) from Landlord and Landlord desires to lease the Demised Premises to Tenant; and

WHEREAS, Tenant acknowledges that the construction of the "Project" (defined hereafter) is financed by and is subject to that certain industrial revenue bond financing generally referred to as the Taxable Industrial Revenue Bonds (Taxable Under Federal Law), Series XIII (Pawnee Industrial, LLC) (the "Bonds") issued by the City of Wichita, Kansas (the "City") (the "Bond Transaction") pursuant to the terms of a Trust Indenture entered into between the City and The Bank of New York Mellon Trust Company, N.A., dated December 1, 2008 (the "Bond Trustee") and Landlord (the "Bond Indenture"); and

WHEREAS, as a part of the Bond Transaction, Landlord has conveyed the Project to the City and the City, as owner of the Project, has leased the Project to Landlord pursuant to that certain Lease Agreement by and between the City and Landlord dated December 1, 2008 (the "Bond Lease"); and

WHEREAS, as a part of the Bond Transaction, the "Building" (defined hereafter) may qualify to be exempt from ad valorem taxation for a period of up to ten (10) years, beginning in the year 2009; and

WHEREAS, pursuant to the terms and conditions set forth herein, Tenant agrees to use reasonable efforts to comply with certain obligations and requirements imposed by the City upon Landlord, as set forth on Exhibit "B" attached hereto, for the Project to qualify for the exemption from ad valorem taxes.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged by the parties, and for the mutual covenants contained herein, the foregoing recitals, and the parties intend to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

1. Demised Premises.

1.1 Recitals. The recitals set forth in this Lease above, are hereby incorporated and made a part of the terms and conditions of this Lease for all purposes by this reference.

1.2. Demised Premises. The "Demised Premises" is a part of Landlord's multi-tenant commercial warehouse and manufacturing facility commonly known as 3002 West Pawnee, Wichita, Kansas 67217, depicted and described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Project"). The Project includes the "Land" more particularly described on Exhibit "A" page 2, the "Building" (defined hereafter) and all other improvements and common areas located upon the Land. For the purpose of this Lease, the term "Building" shall mean the commercial warehouse and manufacturing building located upon the Land and consisting of approximately 143,000 total square feet of space (the "Building"). An overhead elevation of the Building is shown on Exhibit "A" attached hereto. The term "Demised Premises" shall mean the approximately 35,640 square feet of space located

approximately in the area depicted and labeled as the "Demised Premises" on Exhibit "A" attached hereto and certain of the common areas and improvements that are a part of the Project and available for use by the Tenant as more specifically provided herein. The Demised Premises will have a common address of 3002 West Pawnee, Wichita, Kansas, 67217.

Landlord hereby leases and lets the Demised Premises to Tenant, and Tenant hereby takes, leases and hires the Demised Premises from Landlord, upon and subject to the terms, conditions, covenants and provisions of this Lease.

1.3 Bond Transaction. Notwithstanding any statement set forth in this Lease to the contrary, the parties acknowledge and agree that as a requirement of the Bond Transaction, the City of Wichita, Kansas is the fee owner of the Project and that the City has heretofore leased the Project to the Landlord pursuant to the Bond Lease. Subject to certain conditions set forth in the Bond Lease and Bond Indenture the Building is eligible for an exemption from ad valorem taxes for a period of up to ten (10) years beginning with the year 2009, provided, however, Landlord hereby discloses that there is no guaranty that the Building will receive an exemption from ad valorem taxes for all, or any part, of said ten (10) period. Furthermore, Tenant acknowledges that Landlord has not represented or warranted to Tenant that the Building will be exempt from ad valorem taxes for all or any part of the ten (10) year period. Tenant agrees to pay its prorata share of the taxes or payments-in-lieu of taxes that may become due with respect to the Building during the "Term" (hereafter defined) of this Lease. The parties acknowledge that during the Term of this Lease, the Land shall at all times be subject to ad valorem taxation. Tenant shall be responsible for its prorata share of the taxes assessed to the Land during the Term of this Lease.

Tenant agrees, represents and warrants to Landlord that it will cooperate with Landlord and exercise reasonable efforts to satisfy the requirements set forth on Exhibit "B" attached hereto to assist Landlord in obtaining and maintaining the Building's ad valorem tax exemption. Tenant acknowledges that it has received a copy of the Bond Lease from Landlord.

In the event that the Bond Transaction should expire or terminate during the Term of this Lease the provisions of this Lease referring and/or pertaining to the Bond Transaction and/or the Bond Lease shall be void and of no effect, provided however, this Lease and the agreements and obligations of the parties set forth herein shall continue to be of full force and effect and legally binding upon Landlord and Tenant.

1.4 Right of First Refusal. During the Term hereof, and so long as no "Event of Default" (defined hereafter) exists, Tenant shall have a right of first refusal with respect to any space located in the Building directly adjacent to the Demised Premises (the "Adjacent Space"). At any time Landlord receives an offer to lease the Adjacent Space from a third party, which offer Landlord has determined to be acceptable, Landlord shall present the offer to Tenant for consideration. Tenant shall have five (5) business days within which to determine whether to lease the Adjacent Space on the same terms and conditions as stated in the third party offer, including without limitation, the number of square feet to be leased, the amount of rent, the length of the term, etc.... In the event Tenant does not respond to Landlord within the five (5) business day period, Tenant shall be deemed to have rejected the Adjacent Space. If Tenant rejects the Adjacent Space, Landlord shall be free to lease the Adjacent Space to the third party in accordance with the terms stated in the offer. Tenant's right of first refusal granted in this Section 1.4 shall not be applicable, and Tenant shall have no right of first refusal, when an existing tenant of the Adjacent Space either extends or renews its lease.

2. Term.

2.1 Commencement Date. The Term of this Lease shall commence on the later of the following dates: (a) January 1, 2010; (b) or the date the "Landlord's Work" (defined hereafter) is "substantially complete" (defined hereafter) (the "Commencement Date"). In the event Landlord fails to substantially complete Landlord's Work on or before April 1, 2010, then Tenant shall have the right to terminate this Lease by giving Landlord prior written notice of such termination at anytime after April 1, 2010; unless and except the delay in completing the Landlord's Work is due to either a "Tenant Delay" (defined hereafter) or a "Force Majeure Event" (defined hereafter), in which case the April 1, 2010 deadline shall be extended one (1) day for each day of delay resulting from a Tenant Delay or a Force Majeure Event, subject to the limitations set forth in Section 25 below. Landlord agrees to make a good faith effort to cause the "Landlord's Work" to be "substantially completed" on or before January 1, 2010.

For the purpose of this Lease the term "Tenant Delay" shall mean any delay that Landlord may encounter in the construction of the Landlord's Work, by reason of any act, neglect, failure or omission by Tenant, its agents, employees, contractors or subcontractors during the construction of Landlord's Work, including, without limitation: (i) any delay due to changes to the "Plans and Specifications" (defined hereafter) by or on behalf of Tenant; (ii) any delay due to Tenant's election of materials to be used in the finish out of the Demised Premises which are not readily available and thus cause a delay in the construction of Landlord's Work; (iii) any change orders issued with respect to the construction contract at Tenant's request which change orders result in a delay to the completion of the construction of the Landlord's Work; or (iv) any delay due to work being performed by Tenant, its employees, agents or contractors in the Demised Premises while Landlord is attempting to construct the Landlord's Work. If in the reasonable judgment of Landlord a Tenant Delay has occurred, Landlord shall promptly notify Tenant of such Tenant Delay. In addition, once every thirty (30) days during the construction of the Landlord's Work, Landlord shall provide a written report to Tenant stating the number of days during such thirty (30) day period the completion of the Landlord's Work was delayed as a result of a Tenant Delay. Landlord's thirty (30) day written reports to Tenant stating the number of days the construction of Landlord's Work was delayed due to a Tenant Delay shall serve as conclusive evidence with respect to the number of days of delay attributed to a Tenant Delay and shall be binding on the Tenant.

2.2 Initial Term. The initial Term of this Lease shall expire on the last day of the one hundred twenty-fourth (124th) full calendar month following the Commencement Date (the "Initial Term"), unless sooner terminated or extended as herein provided.

2.3 Option Period. Provided no Event of Default exists at the time of the exercise of such option, Tenant shall have the option and right to extend the Term for two (2) additional sixty (60) month periods upon all of the terms and conditions herein set forth, and at the Base Rent provided for in Section 3.2 hereof. Tenant shall exercise such right, if at all, upon written notice to Landlord at least six (6) months prior to the expiration of the Initial Term or the end of the first option period, as the case may be. It is expressly agreed that Tenant shall not forfeit its right to extend this Lease until Landlord has given Tenant written notice of Tenant's failure to timely provide written election of extension, and Tenant fails to provide such notice of election within fifteen (15) days after Tenant's receipt of Landlord's written notice. The exercise of such right to so extend the Term shall not imply the exercise of any further right to so extend. If Tenant does not exercise such option pursuant to this Section 2.3, including not exercising the option within the allowed time frame, then, at Landlord's option, Tenant's right to extend this Lease shall terminate, and Landlord shall have the right during the remainder of the Initial Term of the Lease to advertise the availability, as detailed herein, of the Demised Premises for reletting and to erect upon the Demised Premises signs appropriate for the purpose of indicating such availability. Should Tenant's right to extend this Lease terminate, then Landlord shall additionally have the right, upon at least forty eight (48) hours' notice to Tenant, to enter upon the Demised Premises to show the same to

prospective tenants; provided, Landlord shall not unreasonably interfere with Tenant's business operations at the Demised Premises.

2.4 Term. As herein used the term "Term" shall be deemed to include the Initial Term of this Lease provided for in Sections 2.1 and 2.2 hereof and the option periods, provided the term is extended pursuant to Section 2.3 hereof or otherwise.

2.5 Early Termination. Provided no Event of Default exists, then upon at least one hundred eighty (180) days advance written notice to Landlord, which written notice must be delivered to Landlord during the first week of the sixty-fifth (65th) month of the Initial Term, Tenant shall have the option and right to terminate this Lease. If Tenant fails to deliver a notice of early termination of this Lease to Landlord during the first week of the sixty-fifth (65th) month of the Initial Term, then Tenant's option and right to terminate this Lease pursuant to this Section 2.5 shall terminate and become null and void. If Tenant timely elects to terminate this Lease pursuant to the terms of this Section 2.5, then Tenant shall pay to Landlord as consideration an amount equal to: (i) three (3) months of "Base Rent" (defined hereafter), based on the Base Rent in effect at the time of termination; plus (ii) the portion of the unrealized cost of the "Landlord's Work" (defined hereafter) and leasing commissions amortized by Landlord over the one hundred twenty-four (124) month Initial Term. Such consideration shall be paid to Landlord by Tenant on or before the early termination date.

3. Rent.

3.1 Base Rent. Beginning on the Commencement Date and continuing during the Initial Term, Tenant covenants and agrees to pay Landlord promptly when due and without notice or demand, and without deduction or set-off of any amount for any reason whatsoever, for the Demised Premises, base rent (the "Base Rent") at the following rates:

Months	Rate PerSquare Foot	Monthly Rate	Annual Rate
1 – 4	$0.00	$0.00	$0.00
5 – 16	$4.25	$12,622.50	$151,470.00
17 – 28	$4.34	$12,874.95	$154,499.40
29 – 40	$4.42	$13,132.45	$157,589.39
41 – 52	$4.51	$13,395.10	$160,741.18
53 – 64	$4.60	$13,663.00	$163,956.00
65 – 76	$4.69	$13,936.26	$167,235.12
77 – 88	$4.79	$14,214.99	$170,579.82
89 – 100	$4.88	$14,499.29	$173,991.42
101 – 112	$4.98	$14,789.27	$177,471.25
113 - 124	$5.08	$15,085.06	$181,020.67

All Base Rent shall be payable by Tenant on the first day of each and every calendar month during the Term, and shall be payable at the office of the Landlord set forth in Section 26 hereof or at such other place of which Landlord shall have given Tenant written notice at least thirty (30) days in advance. If the Commencement Date should be any date other than the first day of the month, the first and last month of Base Rent shall be pro-rated accordingly.

3.2 Option Period Base Rent. If Tenant exercises its right to extend the Term for one (1) or both of the sixty (60) month option periods pursuant to Section 2.3 above, then beginning on the first (1st)

day of the first option period, the annual Base Rent to be paid by Tenant for each year of the option periods shall be as follows:

Year	Rate PSF	Monthly Rate	Annual
1	$ 5.18	$ 15,386.76	$ 184,641.08
2	$ 5.29	$ 15,694.49	$ 188,333.91
3	$ 5.39	$ 16,008.38	$ 192,100.58
4	$ 5.50	$ 16,328.55	$ 195,942.59
5	$ 5.61	$ 16,655.12	$ 199,861.45
6	$ 5.72	$ 16,988.22	$ 203,858.68
7	$ 5.84	$ 17,327.99	$ 207,935.85
8	$ 5.95	$ 17,674.55	$ 212,094.57
9	$ 6.07	$ 18,028.04	$ 216,336.46
10	$ 6.19	$ 18,388.60	$ 220,663.19

3.3 Rent. As herein used the term "Rent" shall be deemed to include the Base Rent and all additional rent, if any, payable by Tenant to Landlord hereunder.

3.4 Size of Demised Premises. The parties acknowledge that any statement of square footage of the Demised Premises set forth in this Lease is merely an approximation. If it is ultimately determined that the actual square footage of any building or the entire Demised Premises is five percent (5%) more or less than stated in this Lease, such discrepancy shall impact the amount to be paid by Tenant for Base Rent as well as "Common Area costs" as defined in Section 3.5 and Sections 3.8.4 and 3.8.5 below which, accordingly, shall be recomputed on a pro-rata basis. The discrepancy between the actual Demised Premises and the 35,640 square feet noted in Section 1.2 of the Lease may not exceed five percent (5%).

3.5 Net Lease. It is intended that the Rent and all amounts due hereunder shall be an absolute net return to Landlord throughout the Term of this Lease, as may be extended, free of any expense, charge, or other deduction whatsoever with respect to the Demised Premises or Landlord's interest therein, or the ownership, leasing, operation, management, maintenance, repair, use or occupation thereof. This Lease is a "net lease" and Tenant's obligations arising or accruing during the Term to pay all Rent and other payments hereunder required to be made by Tenant shall be absolute and unconditional and Tenant shall pay all such amounts without notice, demand, counterclaim, set-off, deduction or defense and without abatement, suspension, deferment, diminution or reduction (except as may be otherwise expressly provided herein), free from any charges, assessments, impositions, expenses or deductions of any and every kind or nature whatsoever, unless caused by Landlord's gross negligence.

3.6 Late Charge. After the first month's Lease payment, Tenant's failure to pay Rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges that may be imposed on Landlord by any ground lease, mortgage or trust deed encumbering the Property. Therefore, if Landlord does not receive any Rent payment within five (5) business days after it becomes due, Tenant shall pay Landlord a late charge equal to five percent (5%) of the overdue amount. 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.

3.7 Interest on Past Due Obligations. Any sums due to Landlord in connection with a monetary "Event of Default" (hereafter defined) under Section 22.1 of this Lease shall bear interest at the rate of ten (10%) per annum from the due date of such amount. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

3.8 Common Areas.

3.8.1. As used in this Lease, "Common Areas" shall mean all areas within the Project which are designated from time to time by Landlord for the common use or convenience of tenants of the Project and which are not leased or held for the exclusive use of Tenant or other tenants, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, trash areas, landscaping and planted areas, utility installations and appurtenant equipment serving the Project, and other similar common areas and facilities at the Project. Landlord reserves the right from time to time: after giving Tenant reasonable notice, to install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Building above the ceiling surfaces, below the floor surfaces, within the walls and any central core areas, and to relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Project which are located in the Demised Premises or located elsewhere outside the Demised Premises; to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and landscaped areas increase or decrease Common Area land and/or facilities; to temporarily close or designate for other uses any of the Common Areas for purposes of improvement, maintenance or repair, so long as reasonable access to the Project remains available; to add additional improvements to the Common Areas or the Project; to use the Common Areas while engaged in making improvements, repairs or alterations to the Project, or any portion thereof; or to do and perform such other acts and make such other changes in, to or with respect to the Project as Landlord may, in the exercise of sound business judgment, deem to be appropriate. Tenant acknowledges that such activities may result in inconvenience to Tenant, and no such activities shall entitle Tenant to any abatement of Rent or other claim against Landlord, provided that the change does not deprive Tenant, its agents or invitees, of reasonable access to or use of the Project. Landlord agrees to use reasonable efforts not to disrupt Tenant's business in connection with the maintenance and repair of the Common Areas.

3.8.2 Use of Common Areas. Tenant shall have the nonexclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time. Tenant shall abide by such rules and regulations and shall use its best effort to cause others who use the Common Areas with Tenant's express or implied permission to abide by Landlord's rules and regulations. At any time, Landlord may close any Common Areas to perform any acts in the Common Areas as, in Landlord's sole discretion, are desirable. Tenant shall not interfere with the rights of Landlord, other tenants or any other person entitled to use the Common Areas.

3.8.3 Vehicle Parking. Tenant shall park in the portion of the Project's parking area which is depicted on Exhibit "A" attached hereto. Tenant shall cause all large trucks to be parked immediately in front of Tenant's dock doors or Tenant's building frontage as long as they do not disrupt the flow of traffic in the Project. Other than as permitted in the previous sentence, Tenant shall not allow large trucks or other large vehicles to be parked within the Project or on the adjacent public streets. At no time shall Tenant permit any vehicles to block or obstruct the entry

ways into the Project. Landlord reserves the right to establish rules and regulations applicable to all tenants concerning the parking of vehicles at the Project.

3.8.4 Maintenance of Common Areas. Landlord shall maintain the Common Areas in good condition and repair and shall otherwise operate the Project in Landlord's sole but reasonable discretion. Tenant shall pay "Tenant's Share" (as determined below) of all costs incurred by Landlord in connection with the ownership, operation and maintenance of the Project and Common Areas. Such costs (sometimes referred to in this Lease as "Common Area costs") include, but are not limited to, costs and expenses for the following: gardening and landscaping, snow removal, utilities, water and sewage charges; maintenance of signs (other than Tenant's signs); premiums for liability, casualty property damage, fire and other types of insurance on the Project (including rent loss insurance) that are not billed directly to Tenant as provided in Section 15.2; all property taxes and special assessments levied on or attributable to the Project that are not billed directly to Tenant as provided in Section 5.1 and 12.5; all personal property taxes levied on or attributable to personal property used in connection with the Common Areas; rental or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Common Areas; fees for required licenses and permits; repairing, resurfacing, repaving, maintaining, painting, lighting, cleaning, refuse removal, and similar items; and, a payment to Landlord for Landlord's management of the Project of two percent (2%) of the gross receipts of the Project for the calendar year. Landlord may cause any or all of such services to be provided by third parties and the cost of such services shall be included in Common Area costs. Notwithstanding the preceding, Landlord may also include as Common Area costs any capital expenditures incurred by Landlord in connection with the repair and maintenance of the Common Areas, such capital costs to be amortized over a reasonable useful life as Landlord may reasonably determine, consistent with Generally Accepted Accounting Principles (GAAP) together with an interest rate of ten percent (10%).

3.8.5 Tenant's Share. Each month with the payment of Base Rent, Tenant shall also pay "Tenant's Share" (defined hereafter) of the estimated Common Area costs (prorated for any fractional month) as additional rent upon written notice from Landlord of the amount of estimated costs. As used in this Lease, the term "Tenant's Share" means that portion of any Common Area costs (or other costs to which Tenant's Share is applicable) determined by multiplying the cost of such item by twenty-five percent (25%). The twenty-five percent (25%) factor was derived from a fraction, the numerator of which is the 35,640 square footage of the Demised Premises and the denominator of which is the 143,000 total rentable square footage of the Building. For purposes of determining Tenant's Share with respect to any calendar year, Common Area costs that vary with occupancy shall be "grossed up" by Landlord to the amount that would have been incurred for such calendar year had the Project been 100% occupied with tenants paying full rent. Landlord will estimate in advance and charge to Tenant as Common Area costs, real property taxes for which Tenant is liable under Section 5.1 and Section 12.5 of this Lease, insurance premiums for which Tenant is liable under Section 15.2 of this Lease, maintenance and repair costs for which Tenant is liable under Section 8.2 of this Lease, and/or all other Common Area costs payable by Tenant hereunder. Within ninety (90) days after the end of each calendar year of the Lease Term, Landlord shall deliver to Tenant a statement prepared in accordance with good accounting principles setting forth, in reasonable detail, the Common Area costs paid or incurred by Landlord during the preceding calendar year and Tenant's pro rata share. Landlord will provide to Tenant copies of actual billings and other reasonable backup at the request of Tenant. Upon receipt of such statement, there shall be an adjustment between Landlord and Tenant, with payment to or credit given by Landlord (as the case may be) so that Landlord shall receive the entire amount of Tenant's Share of such costs and expenses for such period. Notwithstanding any statement to the contrary in this Section, for the purpose of determining Tenant's Share of

additional rent, the increases in Common Area costs, other than increases related to property taxes, utilities, snow removal, amortized capital expenditures, parking lot maintenance, insurance and other expenses that are reasonably outside the Landlord's immediate control, shall be capped at five percent (5%) per year above the previous year's Common Area cost.

3.9 Security Deposit. Intentionally Omitted.

4. Use of Premises.

Permitted Use. The Demised Premises will be used for general office, storage and distribution of new and reconditioned auto parts and products or other lawful purpose, provided such purpose does not void any insurance policies issued in connection with or in relation to the Demised Premises, and further provided that such purpose does not in any way materially damage or harm the Demised Premises.

In the event Lessee is unable to obtain a certificate of occupancy that complies with Lessee's intended use to the mutual satisfaction of both parties, either party may provide fifteen (15) days written notice to the other party of its intention to cancel the Lease, and the Lease shall become null and void and of no further force or effect.

5. Taxes and Utility Expenses.

5.1 Payment of Taxes and Utilities.

5.1.1 (a). Tenant shall, commencing on the Commencement Date and thereafter throughout the Term (and after the Term if the case requires) pay to Landlord, as additional rent, within thirty (30) days after Tenant's receipt of one or more invoices from Landlord, Tenant's Share of the real estate taxes, general and special assessments levied against the Project (collectively, "Taxes"), and each and every installment thereof which shall or may for the tax periods applicable to the Lease Term be charged, levied, laid, assessed, imposed, become due and payable, with respect to the Project, or any part thereof, including, without limitation, the Demised Premises, together with all interest and penalties thereon (except as provided below), under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the Federal, State, County, Town and City Governments and of all other governmental authorities whatsoever (all of which shall also be included in the term "Taxes" as heretofore defined). Notwithstanding the foregoing, Tenant will have no obligation to pay any interest or penalties which may accrue or be assessed upon such unpaid amount as a result of Tenant not receiving a copy of such invoice from Landlord by such date. Landlord, at its cost and expense, will be responsible for the payment of all such interest and penalties which may accrue or be assessed upon such unpaid amount as a result of Landlord's failure to provide such original invoice to Tenant by such date. Landlord shall promptly deliver to Tenant a copy of each invoice from the local taxing authority with respect to the Taxes as soon as Landlord has received the same.

(b). In the event the Landlord is granted an exemption from ad valorem taxes for the Building during all or any part of the Term. Landlord shall pass the Tenant's Share of the savings actually realized from such exemption to Tenant. Notwithstanding any statement contained herein to the contrary, if at any time during the Term of this Lease, the ad valorem tax exemption for the Building is revoked or terminated for any reason whatsoever, except due to Landlord's gross negligence, then Tenant shall be responsible to pay Tenant's Share of all taxes assessed and levied against the Project (including the Building) and/or for any payment in-lieu of

taxes which may be imposed upon the Project (including the Building) by the City, Sedgwick County or the State of Kansas.

(c). Tenant shall be responsible for the punctual payment of all personal property taxes assessed or levied against Tenant's personal property.

5.1.2 Tenant shall contract for in its own name and shall be responsible to punctually pay and discharge all rents, fees and charges for sewer, water, steam, heat, gas, hot water, electricity, light and power, trash service, telephone or other communication service and all other service or services, utility or utilities furnished, used, rendered or supplied to, upon or in the Demised Premises or the occupants thereof during the Term of this Lease (the "Utilities").

5.1.3 Tenant shall be deemed to have complied with the covenants of this Section 5.1 if payment of such Taxes and/or Utilities shall have been made either within any period allowed by law, by the governmental authority or by the Utility provider, as the case may be, imposing the same during which payment is permitted without penalty or interest or before the same shall become a lien upon the Project, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment, if Landlord shall demand the same in writing.

5.2 Right to Contest Taxes.

5.2.1 Tenant or its designees shall have the right to contest or review all such Taxes by legal proceedings, or in such other manner as it may reasonably deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and free of any expense to Landlord, and, if necessary, in the name of and with the cooperation of Landlord and Landlord shall execute all documents necessary to accomplish the forgoing). Notwithstanding the foregoing, Tenant shall promptly pay all such Taxes if at any time the Project or any part thereof shall then be immediately subject to forfeiture, lien or other liability by reason of non-payment, or if Landlord shall be subject to any criminal liability, arising out of the non payment thereof. Tenant covenants to indemnify and hold harmless Landlord from any costs, expenses or liabilities incurred by Landlord as a result of such contest.

5.2.2 The legal proceedings referred to in Section 5.2.1 hereof shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction, cancellation or discharge, Tenant shall promptly pay the amount finally levied or assessed against the Project, or any portion thereof, or adjudicated to be due and payable on any such contested Taxes.

5.2.3 Landlord shall, at Tenant's sole cost and expense, reasonably cooperate with Tenant in obtaining all available real estate tax exemptions, abatements and/or credits available with respect to the Demised Premises.

5.3 Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant. Landlord will, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord. Landlord hereby agrees upon request of Tenant to execute such instruments and to give Tenant such assistance in connection with such applications as may reasonably be requested by Tenant.

5.4 Nothing herein or in this Lease otherwise contained shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, income or profit taxes, that are or may be imposed upon Landlord.

6. Tenant's Alterations or Improvement Work.

6.1 Subject to Landlord's prior written consent, which consent shall not be unreasonably with held or conditioned, Tenant shall have the right to improve, alter, and renovate the Demised Premises, at its sole cost and expense, in any manner which Tenant deems necessary or desirable to make the same fit and suitable for the conduct of its business operations, including without limitation painting, decorating, installing partitions, floor coverings, and wall coverings, and installing equipment, machinery, conveyor systems, modular docks, task lights, office furniture, racks, bins, or material hoists, etc. ("Tenant's Alterations"). Landlord consent shall not be required for alterations or improvements of a value of Ten Thousand Dollars ($10,000.00) or less, so long as such alterations or improvements do not affect the structure of the Building. Tenant shall perform all work described in this Section 6 in accordance with all applicable laws, codes and ordinances, and in a good and workmanlike manner, and shall notify Landlord in advance of commencing such work and submit to Landlord written plans for any of Tenant's Alterations for Landlord's approval. Tenant covenants and agrees not to permit any mechanic or material liens to be filed against the Project in connection with the Tenant Alterations, or otherwise, and in the event any mechanic or material liens are filed against the Project, Tenant shall cause the same to be satisfied and released within thirty (30) days of the date the liens, or the notice thereof, were filed against the Project. Unless otherwise approved in writing by Landlord, Tenant shall be required to remove the Tenant's Alterations at the expiration or termination of the Lease, and Tenant shall promptly repair any damage caused by the removal of the Tenant's Alterations at Tenant's sole cost.

6.2 Landlord agrees that so long as Tenant at all times complies with all federal, state and local laws, rules and regulations, including, without means of limitation all environmental laws and regulations, Tenant shall be entitled to construct, at Tenant's sole cost, and operate a painting booth located inside of the Demised Premises. Tenant covenants and agrees that upon the termination or expiration of this Lease, Tenant, at its sole cost, shall remove the paint booth and restore the Demised Premises to its original condition.

7. Tenant's Property.

7.1 Tenant shall have the right, at its sole cost and expense, to reasonably install, use, replace, substitute, and remove all trade fixtures, equipment and personal property owned or leased by it, such as, without limitation, telephone, teletype and other equipment, machinery, conveyor systems, modular docks, task lights, office furniture and supplies, racks, bins, material hoists, etc. ("Tenant's Property") in the Demised Premises, so long as such acts do not affect the structure of the Building. Tenant may install one or more roof antennae, but the location and manner of such installation shall be subject to Landlord's prior written approval in order to insure the integrity of the roof. Upon the expiration or earlier termination of the Term, Tenant shall remove Tenant's Property from the Demised Premises, and Tenant shall repair any damage to the Demised Premises resulting from such removal, specifically Tenant agrees to remove any racks and the bolts used to attach the racks to the floor of the Demised Premises and repair all damage to the floor caused by the racks, the bolting system and/or the removal of the same.

7.2 Landlord acknowledges that all of Tenant's Property is owned by Tenant. Neither Landlord nor any other person or entity other than Tenant has any right, title, or interest in Tenant's Property. Tenant shall have the right to remove Tenant's Property from the Demised Premises at any time and from time to time, including if Tenant is in default hereunder, provided that any damage caused by such removal is promptly and fully repaired. Landlord hereby waives any lien rights it might have

under common law and any statutes granting Landlord any lien against and/or interest in any of Tenant's Property. In addition, upon written request from Tenant, Landlord agrees to execute and deliver one or more waiver and access agreements in reasonable form for the benefit of Tenant's lenders.

8. Repairs and Operations.

8.1 Landlord shall, at its sole cost and expense (except as otherwise provided below), perform all necessary maintenance, repairs and replacements and keep in good condition and repair the exterior walls, roof and foundation of the Building (the "Structural Components"). Notwithstanding any of the foregoing, Landlord shall have no obligation to make repairs to and/or replace the Structural Components if the repair or replacement is necessitated by a negligent act or omission of Tenant, or its employees, agents, licensees, invitees or contractors, said obligation being that of Tenant. Landlord shall, at its sole cost and expense, repair any damage to other portions of the Demised Premises arising as a result of Landlord's negligence or willful act and those of its employees, agents, licensees, invitees or contractors. As of the Lease Commencement Date, Landlord represents to Tenant that the warehouse floors are structurally sound and are designed and constructed to be capable of supporting motorized forklift operations associated with warehouse activities about the Demised Premises. For the purpose of this Section 8.1, the concrete floor of the Demised Premises shall be considered a part of the foundation; provided however, Tenant and not Landlord, shall be solely responsible to repair any damage caused to the floor as a result of: (i) the negligence of Tenant or Tenant's employees, agents or contractors; (ii) Tenant's business operations, and/or (iii) the installation and/or removal of any racking, shelving or other improvements made to the Demised Premises by or on behalf of Tenant.

8.2 Tenant shall, at its sole cost and expense, excluding normal wear, perform all necessary maintenance, repairs and replacements, and keep in good condition and repair the entire Demised Premises, including, without limit, all glass, plumbing systems, carpet, electrical systems, doors (including overhead doors), windows, interior walls, light fixtures, HVAC and the portion of landscape areas, utility systems, which are designated in this Lease for use by the Tenant other than the items explicitly required to be maintained, repaired and replaced by Landlord pursuant to Section 8.1. Tenant shall secure a HVAC maintenance agreement and forward a copy to Landlord. Tenant's liability for any replacement of the HVAC during the Initial Term, unless caused by its negligence, shall be limited to $2,500.00 per replacement.

8.3 Upon delivery of the Demised Premises to Tenant, Landlord shall assign to Tenant all warranties and guaranties relating to the HVAC system that Tenant is required to maintain or repair pursuant to Section 8.2 hereof. Landlord shall cooperate with Tenant in enforcing such warranties and guaranties.

8.4 Landlord shall not be liable, and this Lease shall not terminate and Rent shall not abate, for any failure or interruption of any utility or service to the Demised Premises unless caused by the negligence of the Landlord.

9. Requirements of Public Authority.

9.1 During the Term, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the Federal, State, County and City Governments and of all the governmental authorities affecting the Tenant's use or operation of the Demised Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the Term or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be

imposed because of the failure of Tenant to comply with the covenants of this Section 9. Any provision of this Lease to the contrary notwithstanding, there shall be no obligation on the part of Tenant to comply with any such laws, ordinances, requirements, orders, directives, rules and regulations which may require alterations, changes or additions to the Structural Components. Tenant is not responsible for any noncompliance that exists as of lease Commencement.

9.2 Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant, or Landlord (if legally required), or both (if legally required), without any cost or expense whatsoever to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in this Section 9, to be complied with by Tenant, and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding. Tenant covenants to indemnify, defend and hold harmless Landlord from any costs, expenses or liabilities incurred by Landlord as a result of such contest.

9.3 Landlord agrees to execute and deliver any reasonably appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

10. Covenant Against Liens.

If, because of any act or omission of Tenant, or of any work, labor, services or materials done or, or supplied to, or claimed to have been done for or supplied to, Tenant or anyone holding the Demised Premises or any part thereof by, through or under Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Project, including the Demised Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after written notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. If Tenant shall fail to discharge any such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure the discharge of the same. Any amounts reasonably paid or deposited by Landlord, including reasonable legal fees, in defending any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the interest rate stated in Section 3.7 above, shall become immediately due and payable by Tenant to Landlord. Landlord shall have the right to post and keep posted at all reasonable times on the Demised Premises any notices which Landlord shall be required to so post for the protection of Landlord and the Demised Premises from any lien resulting from work performed for Tenant on the Demised Premises, or materials supplied for the Demised Premises.

11. Access to Premises.

Landlord and City or their respective agents and designees shall have a right, but not the obligation, to enter upon the Demised Premises at all reasonable times with reasonable notice and at Landlord's own risk, to perform its obligations pursuant to Section 8.1 hereof, to inspect the Demised Premises to confirm that Tenant is complying with the terms of this Lease, to make repairs which Tenant is obligated to make under this Lease, and for all other reasonable purposes, including to exhibit the Demised Premises to prospective purchasers and prospective tenants. In exercising its rights pursuant to this Section 11, Landlord and/or City shall not unreasonably interfere with Tenant's operations at the Demised Premises. The performance by Landlord of Tenant's obligations under this Lease shall not

operate as a waiver by Landlord of any default by Tenant. The Landlord or City may, during the progress of said repairs after giving Tenant fifteen (15) days written notice, keep and store on the Demised Premises all necessary materials, supplies and equipment, provided, however, such fifteen (15) days advance notice shall not be required in the event the repairs needed to the Demised Premises are deemed by Landlord to be too urgent to wait. The Landlord shall use reasonable efforts not to inconvenience, annoy, disturb, or cause a loss of business or other damage by reason of the performance of any such work or the storage of such materials, supplies and equipment.

12. Assignment and Subletting.

12.1 Sublease by the Tenant. The Tenant may enter into a sublease in connection with the Demised Premises with the prior written consent, which consent may not be unreasonably withheld or delayed, of the Landlord, City and the owners of all of the Bonds. The Tenant may sublease portions of the Demised Project for use by others in the normal course of its business with the prior consent of the Landlord, City and the owners of the Bonds. In the event of any such subleasing, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Landlord, City or the Trustee and any such subtenant shall relieve the Tenant of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Lease.

12.2 Assignment by the Tenant. The Tenant may assign or mortgage its interest in this Lease with the prior written consent, which consent may not be unreasonably withheld or delayed, of the Landlord, City and the owners of the Bonds. In the event of any such assignment, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the Landlord, City or the Trustee and any such assignee shall relieve the Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Sections 12.3.

12.3 Mergers and Consolidations. Notwithstanding the provisions of Sections 12.2 above, Tenant may assign this Lease without Landlord's prior consent to any of the following transferees (individually referred to herein as a "Permitted Transferee"), provided that the Permitted Transferee's financial strength, creditworthiness and business reputation following the transfer are equal to or greater as those of Tenant: (i) any successor corporation or other entity resulting from a merger or consolidation of Tenant; (ii) any purchaser of Tenant's equity whether or not causing a change in control; or (iii) any entity which controls, is controlled by, or is under common control with Tenant. Tenant shall nevertheless at all times remain fully responsible and liable for the payment of Rent and the performance and observance of all of Tenant's other obligations under this Lease. Nothing in this paragraph is intended to nor shall permit Tenant to transfer its interest under this Lease as part of a fraud or subterfuge to intentionally avoid its obligations under this Lease (for example, transferring its interest to a shell corporation that subsequently files a bankruptcy), and any such transfer shall constitute an Event of Default hereunder.

12.4 Payment of Taxes. Notwithstanding the foregoing Sections 12.1, 12.2 and 12.3 in the event any assignment or transfer of this Lease by the Tenant pursuant to this Section 12 results in the City revoking the ad valorem tax exemption by either imposing payments in-lieu of taxes or by declining to make the annual exemption filing with the county appraiser's office pursuant to the Bond Lease, Tenant and the successor tenant (their liability being joint and several) shall pay to Landlord, upon demand, the Tenant's Share ad valorem taxes or payments in-lieu of taxes of imposed or assessed against the Project as a result of such transfer or assignment.

13. Signs.

Subject to Landlord's prior written consent, which consent may not be unreasonably withheld or delayed, Tenant shall have the right to install, maintain and replace in, on or over or in front of the Demised Premises or in any part thereof such signs and advertising matter as Tenant may reasonably desire. Subject to approval by the City of Wichita, Kansas, the Landlord agrees to install a marquis sign at the street entrance, which such marquis sign is more fully described on Exhibit "D" attached hereto and made a part hereof for all purposes. Tenant agrees that Tenant shall pay Tenant's Share of the cost for such marquis sign and the related installation, which cost is estimated to be Six Thousand Dollars ($6,000.00). In addition, Tenant agrees that Tenant shall be responsible for installing Tenant's respective sign insert in the marquis sign. Tenant shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes and comply with the requirements, if any, of the industrial park or subdivision in which the Demised Premises is located. As used in this Section 13, the word "sign" shall be construed to include any placard, light or other advertising symbol or object, irrespective of whether same be temporary or permanent. Landlord reserves the right to approve the size, design, construction materials and planned location of such signs.

14. Indemnity.

14.1 Except as provided in Section 21 hereof which governs environmental matters exclusively, from and after the Commencement Date until the expiration or earlier termination of this Lease, and except for the gross negligence or willful misconduct of the City and/or Landlord and their officers, agents, servants, employees, contractors, licensees, assignees and sublessees, Tenant shall indemnify and save harmless Landlord and City from and against any and all liability, damage, costs, penalties or judgments arising from injury to person or property sustained by anyone in and about the Project resulting from, related to or in connection with: (a) any acts or omissions of Tenant, or Tenant's officers, agents, servants, employees, contractors, licensees, assignees and sublessees; (b) from the operation or management, maintenance, repair, use or occupation of the Demised Premises by Tenant, or Tenant's officers, agents, servants, employees, contractors, licensees, assignees and sublessees; (c) from any breach or default on the part of Tenant in the performance of any covenant or agreement made under this Lease; and (d) from any accident, injury or damage whatsoever occurring during the Term hereof, or having a genesis during the Term hereof, in or about the Demised Premises. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord and/or the City or in which Landlord and/or the City may be impleaded with others upon any such above mentioned matter, claim or claims, except as may result from the acts set forth in Section 14.2.

14.2 Except as provided in Section 21 hereof which governs environmental matters exclusively, from and after the Commencement Date, except for the gross negligence or willful misconduct of the City and/or Landlord, their officers, agents, employees or contractors, neither the City or Landlord, including their officers, agents, employees and contractors shall be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Demised Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers or sublessees. Landlord shall indemnify and hold harmless Tenant and its officers, agents, employees, contractors, from and against any and all liability, damage, costs, penalties or judgments arising out of Landlord's or its agents' gross negligence or willful misconduct.

15. Insurance.

15.1 Tenant's Insurance. Tenant shall obtain and maintain, or cause to be obtained and maintained, pursuant to the terms of this Lease, at its sole expense, the following types of insurance coverage, with minimum limits as set forth below:

15.1.1. Commercial general liability providing coverage against claims of any and all persons, firms and corporations for personal injury, death or property damage, and for liability arising from premises, operations, products-completed operations, personal and advertising injury, and contractual liability - $1,000,000 each occurrence.

15.1.2. Business automobile liability covering all owned, hired, and non-owned vehicles - $1,000,000 each occurrence, including all statutory coverage for all states of operation.

15.1.3. Workers compensation - statutory limits for all states of operation.

15.1.4. Employers liability - $1,000,000 each employee for bodily injury by accident and $1,000,000 each employee for bodily injury by disease.

15.1.5. Commercial property insurance covering Tenant's personal property including contents, fixtures, equipment, improvements and betterments for "all-risk" perils included in the standard special causes of loss form and flood and earthquake.

15.1.6. All policies of insurance procured by Tenant herein shall be written as primary policies, not contributing with nor in excess of coverage that Landlord may carry. If Tenant's liability policies do not contain the standard separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

15.2 Landlord's Insurance. Landlord shall obtain and maintain casualty property insurance covering the full replacement cost value of the Project, from damages, hazards and losses caused by fire, lightening, wind and tornado and other risk covered by the broadest form extended coverage insurance endorsements used in the State of Kansas. Tenant shall pay Tenant's Share of the premium of such casualty property insurance to Landlord as additional rent. The City and Trustee shall be named an additional insured on the casualty property insurance policies. Further, Landlord shall obtain business interruption (or loss of rents) insurance for a twelve (12) month period to be provided within thirty (30) days after the date of this Lease.

15.3 Insurance Requirements. At the request of Landlord, Tenant shall provide Landlord with certificate(s) of insurance evidencing compliance with the insurance requirements set forth in Section 15.1 hereof. Certificate(s) will provide that Landlord, City and Trustee shall be named an additional insured on all liability policies (except Workers' Compensation, Products Liability and Employers Liability) protecting the landlord, City and Trustee from liability caused by the negligence of Tenant. The certificate(s) shall provide that Tenant, Landlord, the City and Trustee shall receive thirty (30) days prior written notice from the insurer of any termination or material reduction in the amount or scope of coverage. All insurance policies required pursuant to this Section 15 shall be written by insurance companied qualified to sell insurance in the State of Kansas.

15.4 Waiver of Subrogation. All insurance policies carried by either party covering the Demised Premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without

extra cost, or if extra cost shall be charged therefore, so long as the other party pays such extra cost. If extra cost shall be chargeable therefore, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

16. Destruction.

16.1 Destruction. In the event that, at any time during the term of this Lease, the Building shall be destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the fire insurance policies carried by Landlord in accordance with this Lease, then Landlord shall, within thirty (30) of such casualty, determine whether to terminate this Lease or to cause the Building to be repaired, replaced or rebuilt. If Landlord determines to repair, replace or rebuild the Building, then this Lease shall continue in full force and effect and such restoration shall be completed within a period of time which, under all prevailing circumstances, shall be reasonable, but in any event within one hundred eighty (180) days after the date of such damage or destruction.

16.2 Abatement of Rent. From and after the date the Building is destroyed or damaged until the same is repaired, replaced or rebuilt, the Base Rent and all other rents and charges provided for in this Lease shall abate entirely, if the Demised Premises is totally untenantable or prorata with respect to the portion which is untenantable, if only a portion of the Demised Premises is untenantable; provided, however, that if Tenant cannot reasonably operate from the undamaged portion of the Demised Premises as a result of the damage or destruction of other parts of the Building, the Demised Premises shall be deemed totally untenantable.

16.3 Repair of Building. Notwithstanding anything herein contained to the contrary,

16.3.1 If Landlord reasonably determines that the restoration of the Building, including the Demised Premises, cannot be completed within one hundred eighty (180) days after the date of such damage or destruction, then Landlord shall provide written notice of such determination to Tenant and whereupon either Landlord or Tenant shall have the right to terminate this Lease by written notice to either party within thirty (30) days after the date Landlord provides the notice of determination to Tenant. If neither party elects to terminate the Lease and if Landlord has not completed restoration of the Demised Premises within one hundred eighty (180) days after the date of such damage or destruction, Tenant shall have the right to terminate this Lease by written notice to Landlord at any time after the expiration of such one hundred eighty (180) day period and prior to the completion of such restoration.

16.3.2 If more than fifty percent (50%) of the Building is so damaged or destroyed during the last two (2) years of the Term, Landlord and Tenant shall each have the right to terminate this Lease by written notice to the other party within forty-five (45) days after the date of such damage or destruction.

16.3.3 If the Building is damaged or destroyed by a casualty not covered or required to be covered by the insurance described in Section 15.2 hereof, and Landlord does not wish to pay for the cost of restoration, Landlord shall have the right to terminate this Lease by written notice to Tenant within forty five (45) days after the date of such damage or destruction.

17. Eminent Domain.

17.1 Total Taking. If the whole of the Project, including the Demised Premises, shall be taken for any public or quasi public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has

been taken. In the event of a partial taking of the Project (or so purchased), and, in Landlord's and Tenant's reasonable and mutual opinion, the Demised Premises (or the portion remaining) is not adequate and suitable for Tenant's use as required by Tenant, then Landlord and/or Tenant shall have the right to terminate this Lease by giving written notice of such termination to the other party on or prior to the date forty-five (45) days after the date of such taking (or purchase), and upon the giving of such notice of termination the Term shall expire and come to an end on the last day of the calendar month in which such notice shall be given, with the same force and effect as if said day had been originally fixed herein as the expiration date of the Term. In the event this Lease shall terminate or shall be terminated, the Base Rent and all other rents and charges shall, if and when necessary, be adjusted to the day of the taking (or purchase) and neither party shall have any further rights or liabilities hereunder, except as may be specifically provided for herein.

17.2 Condemnation Proceeds. In the event of a taking (or purchase) resulting in the termination of this Lease pursuant to the provisions of Section 17.1, the parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Demised Premises. Tenant shall have the right to make its own independent claim for loss of business, Tenant improvements or fixtures or relocation costs and expenses provided that such claims do not directly diminish the award due to Landlord.

17.3 Partial Takings.

17.3.1 In the event of a partial taking (or purchase) not resulting in the termination of this Lease, pursuant to the provisions of Section 17.1 hereof, Landlord shall expeditiously, using the condemnation proceeds received, make all repairs to the Demised Premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of Land remaining after any such taking or purchase).

17.3.2 All compensation available or paid to Landlord upon such a partial taking (or purchase) shall be used for the repair and restoration of the Building, including the Demised Premises. To the extent there are condemnation proceeds left over from the repair and restoration of the Building, including the Demised Premises, the excess proceeds shall be paid to Landlord.

18. Performance by Subtenant.

Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any sublessee or assignee of Tenant and/or Tenant's interests in the Lease, occupying all or any part of the Demised Premises as permitted under this Lease and the performance of such act shall be deemed to be performance by Tenant and shall be deemed by Landlord to be the same as an act by Tenant.

19. Subordination.

(a) Tenant covenants and agrees, on the terms and conditions provided in this Section 19, that this Lease shall be subordinate to any institutional mortgage or deed of trust that now or hereafter shall encumber the Demised Premises, provided Tenant's obligation to subordinate its interest hereunder shall be conditioned upon the receipt from each named mortgagee or beneficiary a subordination, non-disturbance, and attornment agreement stating (in addition to other reasonable terms, if any) in substance that (i) if Tenant is not in default hereunder beyond any applicable notice and cure periods, the right of possession of Tenant to the Demised Premises shall not be affected or disturbed by any mortgagee in the exercise of any of its rights under a mortgage or the note secured thereby, and any sale of the Demised

Premises pursuant to the exercise of any rights and remedies under a mortgage or otherwise shall be made subject to Tenant's right of possession to the Demised Premises under this Lease; and (ii) Tenant shall attorn to any mortgagee or purchaser at a foreclosure sale (a "Purchaser") upon acquisition of title to the Demised Premises by a mortgagee or Purchaser and notice to Tenant thereof, and this Lease shall continue in full force and effect between Tenant and such mortgagee or Purchaser. Upon Tenant's receipt and approval of such a non-disturbance/attornment agreement from a mortgagee or beneficiary from time to time, such approval not to be unreasonably withheld, Tenant covenants and agrees to attorn to such mortgagee or beneficiary upon foreclosure.

(b) This Lease shall also be subordinate and subject to all the terms and conditions, including, without limitation, all of the obligations of Landlord, as Tenant under the Bond Lease, as well as the Indenture executed and delivered by the City and the Landlord as part of the Bond Transaction. Tenant shall not do anything which will cause an event of default by Landlord under the Bond Lease. Tenant acknowledges that this Lease and all the rentals due hereunder will be assigned to the City and/or Bond Trustee as part of the Bond Transaction. Notwithstanding the foregoing, should the City succeed to the interest of Landlord hereunder, the City shall have no duty or obligation to perform any of the various duties, obligations and covenants of Landlord, other than the covenant of quiet enjoyment provided for in Section 20. Should either the City or the Bond Trustee succeed to the interest of Landlord hereunder, the Bond Trustee, whether in its capacity as trustee or Bondholder, shall perform all the duties and obligations of Landlord hereunder including the covenant of quiet enjoyment as contemplated by Section 20.

20. Quiet Enjoyment.

Landlord represents and agrees that the City is the lawful owner of the Project and Landlord is the lessee of the Project pursuant to the Bond Lease. Landlord has the right, under the Bond Lease, to make this Lease for the term aforesaid. Landlord covenants and agrees that if Tenant shall pay the rentals performed by Tenant, Tenant may peaceably and quietly occupy and enjoy the full possession of the Demised Premises during the Term and any extension thereof (if applicable), without molestation or hindrance of Tenant by Landlord, the City, the Bond Trustee or any person(s) claiming under or through Landlord.

21. Environmental Matters.

21.1 The term "Hazardous Materials Laws" shall mean any and all federal, state or local statutes, regulations and ordinances pertaining to the protection of human health or the environment and/or the regulation, and prohibition of chemical substances, including Hazardous Materials, and reporting and disclosure concerning same, and shall specifically include, without limitation, the following statutes and their state law counterparts, as amended and/or re-authorized: the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601; the Resource Conservation Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901; the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. 2401, and the Clean Air Act ("CAA"), 42 U.S.C. Section 7401, or otherwise.

21.2 The term "Hazardous Materials" shall mean any and all hazardous, toxic, infectious or radioactive substances, wastes or materials, or terms of such similar import as may be listed or, defined by any Hazardous Materials Laws and specifically shall include petroleum oil and its fractions, and asbestos.

21.3 Landlord warrants and represents that to the best of Landlord's knowledge and except as previously disclosed to Tenant in that certain phase one environmental report prepared by Environmental Management, Inc., dated January 28, 2008, a copy of which has been provided to Tenant:

21.3.1 The Demised Premises and any operations now or heretofore conducted at, and the use of the Demised Premises, are in compliance in all material respects with all applicable Hazardous Materials Laws; there are no claimed, alleged, nor, to the best of Landlord's knowledge, threatened violations of any Hazardous Materials Laws; there are no present discussions or negotiations with any agency regarding any release of any Hazardous Materials; there have been no releases of such Hazardous Materials at, on or under the Demised Premises which would or could give rise to a cleanup or remediation obligation under any Hazardous Materials Laws; all federal, state and local permits, licenses, registrations and authorizations required for the use of and operations at the Demised Premises have been obtained and further, there are currently no violations of such permits, licenses, registrations or authorizations; and the Demised Premises has not been used for the treatment, storage or disposal of any Hazardous Materials as such treatment, storage or disposal may be regulated under RCRA, or its state counterparts, as amended or reauthorized, and regulations promulgated thereunder.

21.3.2 There are currently no underground or aboveground storage tanks at, on or under the Demised Premises. Landlord acknowledges and agrees that Tenant will not use or operate any underground storage tanks ("USTs") in connection with Tenant's use of or operations at the Demised Premises.

21.3.3 That the Demised Premises does not contain asbestos in any form (including insulation or flooring) or PCB-containing equipment (including transformers or capacitors).

21.4 Tenant warrants and represents that it will comply in all material respects with all federal, state or local laws specifically applicable to its use of or operations at the Demised Premises. Tenant further covenants, warrants and represents that, during the term of this Lease, it will not violate any Hazardous Materials Laws, nor will it allow any of its agents, sublessees, assignees, employees, licensees and the like to violate any Hazardous Materials Laws. Tenant further covenants, warrants and represents that it will use and operate the Demised Property in accordance with all applicable environmental laws and regulations.

21.5 Tenant shall indemnify, defend, protect and hold Landlord and City harmless from and against any and all damages, claims, liabilities, penalties, losses and reasonable expenses, attorney's fees, consultation and expert fees (hereinafter collectively referred to as "Claims"), to which Landlord or City may be subjected as a result of Tenant's breach of its warranties herein, or arising out of or involving the release of any Hazardous Materials in, on, under or about the Demised Premises caused by Tenant, either directly or indirectly. In no event shall Tenant be liable or need to indemnify Landlord and City as a result of migration or a release of hazardous materials originating from adjacent properties or from the other tenants of the Project, but not from Tenant.

Landlord shall indemnify, defend, protect and hold Tenant harmless from and against any and all damages, claims, liabilities, penalties, losses and reasonable expenses, attorney's fees, consultation and expert fees (hereinafter collectively referred to as "Claims"), to which Tenant or City may be subjected as a result of Landlord's breach of its warranties or obligations herein, or arising out of or involving the release of any Hazardous Materials in, on, under or about the Demised Premises directly or indirectly caused by Landlord. Tenant agrees to give prompt written notice to Landlord of any violation of any environmental law of which violation Tenant has actual knowledge

21.6 Each party shall give prompt written notice to the other party of any (i) enforcement, cleanup, removal or other governmental or regulatory action concerning the Demised Premises instituted, completed or threatened pursuant to any Hazardous Materials Law; (ii) written claim made or threatened

by anyone against Landlord and/or Tenant, or the Demised Premises, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; (iii) non-routine reports made to any environmental agency arising out of or in connection with any Hazardous Materials in, or on or about the Demised Premises or with respect to any Hazardous Materials removed from the Demised Premises including any complaints, notices, warnings, reports or asserted violations in connection therewith; and (iv) Hazardous Materials that either party knows has been, or will come to be, released or located within, under or about the Demised Premises in violation of Hazardous Materials Laws or which require cleaning, removal, or remediation pursuant to Hazardous Materials Laws.

21.7 In the event a condition or release of Hazardous Materials which would require remediation under applicable Hazardous Materials Laws is identified at the Demised Premises, the party responsible under the terms of this Lease shall promptly take all necessary steps to remediate the condition in accordance with, and to the extent required by applicable Hazardous Materials Laws. The parties acknowledge and agree to cooperate in good faith and use all reasonable efforts to allow the remediation of the condition by the responsible party identified herein. In the event Landlord must remediate a condition or release at the Demised Premises during the Term, Landlord shall not unreasonably interfere with Tenant's operations at the Demised Premises, and Tenant shall have the opportunity to review and comment on Landlord's proposed remediation plan as it may relate to Tenant's use of and operations at the Demised Premises.

22. Defaults.

22.1 In the event any one or more of the following events (each, an "Event of Default") shall have occurred and shall not have been remedied as hereinafter provided: (i) The occurrence of any event set forth in Section 23 hereof, without the curing of same as therein provided; (ii) Tenant's failure to pay any installment of Base Rent, additional rent or other sums payable under this Lease when due; or (iii) Tenant's failure to perform any of the other covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by Tenant of notice in writing from Landlord specifying in detail the nature of such failure.

22.2 In the event that Landlord gives notice of a non-monetary default of such a nature that it cannot be cured within such thirty (30) day period, then such default shall not be deemed to continue so long as Tenant, after receiving such notice, proceeds to cure the default within such thirty (30) day period and thereafter cures same within an additional thirty (30) day period (for a maximum cure period of sixty (60) days).

22.3 Notwithstanding anything to the contrary contained in this Section 22, in the event that any Event(s) of Default of Tenant shall be cured in any manner hereinabove provided, such Event(s) of Default shall be deemed never to have occurred and Tenant's rights hereunder shall continue unaffected by such Event(s) of Default.

22.4 During the occurrence of an Event of Default, and after expiration of all notice, cure or grace periods, Landlord may, in addition to and without prejudice to any other rights and remedies Landlord shall have under this Lease, at law or in equity, and with or without terminating this Lease, re-enter the Demised Premises, and recover possession thereof and dispossess any or all occupants of the Demised Premises in the manner prescribed by the statute relating to summary proceedings, or similar statutes, but Tenant in such case shall remain liable to Landlord as hereinafter provided.

22.5 In case of any such Event of Default, re-entry, expiration and/or dispossession by summary proceedings: (i) all Rent, and all other sums and amounts due hereunder, shall become due thereupon and be paid up to the time of such re-entry, expiration and/or dispossess; (ii) Landlord may relet the Demised Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a reasonable term or terms which may, at Landlord's sole option, be less than or exceed the period which would otherwise have constituted the balance of the Term and may grant reasonable concessions or free rent; and (iii) Tenant or the legal representatives of Tenant shall also pay Landlord as damages for the failure of Tenant to observe and perform Tenant's covenants herein contained any deficiency between the Rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the Term. In computing such damages, there shall be added to the said deficiency such reasonable expenses as Landlord may incur in connection with re letting, such as reasonable brokerage and reasonable preparation for re-letting. Any such damages shall be paid in monthly installments by Tenant on the rent day specified in this Lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord, at Landlord's option, may make such reasonable alterations, repairs, replacements and/or decorations in the Demised Premises as Landlord, in Landlord's reasonable judgment, considers advisable and necessary for the purpose of re-letting the Demised Premises; and the making of such alterations, repairs, replacements and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord agrees to use its reasonable good faith efforts to mitigate all damages and to re-let the Demised Premises in the event of any Event of Default specified herein.

22.6 Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of its obligations under this Lease after notice and the expiration of the cure period provided for in Section 22.2, Landlord may cure such default and Tenant shall reimburse Landlord the reasonable costs, with interest at the interest rate stated in Section 3.7 above, of such curing within thirty (30) days after the receipt of an invoice therefore.

22.7 Landlord shall not be deemed in default under the terms of this Lease unless Landlord shall fail to perform its obligations under this Lease for more than thirty (30) days after written notice of such default shall have been received by Landlord, provided that if the curing of such default reasonably requires in excess of thirty (30) days, Landlord shall not be deemed in default hereunder if it shall commence to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure.

22.8 The rights and remedies of Landlord in relation to this Lease shall be cumulative and not exclusive in nature and in addition to the remedies set forth herein Landlord shall be entitled to pursue all remedies available at law or in equity.

23. Bankruptcy and Insolvency.

If, after the commencement of the Term: (a) Tenant shall be adjudicated bankrupt or adjudged to be insolvent; (b) a receiver or trustee shall be appointed for Tenant's property and affairs; (c) Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or (d) any execution or attachment shall be issued against Tenant or any of Tenant's Property, whereby the Demised Premises or any building or buildings or any Improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than the aforesaid Tenant, except as may herein be permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the issuance of the same, then an Event of

Default shall be deemed to have occurred so that the provisions of Section 22 hereof shall become effective and Landlord shall have the rights and remedies provided for therein. Notwithstanding anything to the contrary hereinabove contained, upon the occurrence of an Event of Default pursuant to this Section 23, if the Rent and all other sums due and payable hereunder shall continue to be paid and the other covenants, conditions and agreements of this lease on Tenant's part to be kept and performed shall continue to be kept and performed, no event of default shall have been deemed to have occurred and the provisions of Section 22 shall not become effective.

24. Waivers.

Failure of Landlord or Tenant to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but shall only be deemed a partial payment on account.

25. Force Majeure.

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any non-monetary act required hereunder by reason of strikes, lock outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control (each a "Force Majeure Event"), the performing party shall give immediate written notice to the other party of such Force Majeure Event and the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the maximum consecutive days of delay a party may attribute to a Force Majeure Event shall be fifteen (15) unless agreed to otherwise by the other party.

26. Notices.

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, or recognized overnight delivery service, directed to the other party at its address hereinabove set forth below, or such other address as either party may designate by notice given from time to time in accordance with this Section 26. Each such notice shall be effective upon receipt or refusal to accept delivery. The rent payable by Tenant hereunder shall be paid to Landlord at the same place where a notice to Landlord is herein required to be directed.

If to Landlord:

Pawnee Industrial, LLC
150 N. Market
Wichita, KS 67202
Attention: Steve Barrett
Telephone: (316) 262-6400
Facsimile: (316) 265-9395
email: sbarrett@weigand.com

With a copy to:	Hinkle Elkouri Law Firm, LLC 8621 E 21st St. N, Ste. 200 Wichita, KS 67206 Attention: L. Dale Ward Telephone: (316) 631-3120 Facsimile: (316) 630-8375 email: dward@hinklaw.com
If to Tenant: RE:Billing	Keystone Automotive Industries MN, Inc. 700 East Bonita Avenue Pomona, CA 91767 Attention: Sue Straw Telephone: (909) 575-5549 Facsimile: (866) 724-5504 email: sstraw@LKQCORP.com
If to Tenant: RE: Other	Keystone Automotive Industries MN, Inc. 1700 Parker Drive Charlotte, NC 28208 Attention:Sy Finkelstein Telephone: (704) 919-3803 Facsimile: (866) 724-5504 email: sfinkelstein@LKQCORP.com

27. Certificates.

Either party shall, without charge, at any time and from time to time hereafter, within fifteen (15) days after written request of the other, certify by written instrument duly executed and acknowledged to the City, mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then continued; (c) as to the existence of any default thereunder; (d) as to the existence of any offsets, counterclaims or defenses hereto on the part of such other party; (e) as to the commencement and expiration dates of the Term; and (f) as to any other matters as may be reasonably so requested. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

28. Governing Law.

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Kansas.

29. Partial Invalidity.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

30. Short Form Lease.

The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth a description of the Demised Premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may request.

31. Interpretation.

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation thereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The term "Landlord" whenever used herein shall mean only the owner at the time of Landlord's interest herein, and upon any sale or assignment of the interest of Landlord herein, its successors in interest and/or assigns shall, during the term of their ownership, be deemed to be Landlord.

32. Nonliability of Landlord.

In the event Landlord hereunder or any successor owner of the Demised Premises shall sell or convey the Demised Premises, all liabilities and obligations on the part of the original Landlord or such successor owner under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner; provided such new owner assumes in writing all of Landlord's obligations under this Lease, subject to the terms of this Lease. Tenant shall attorn to such new owner.

33. Entire Agreement.

This Lease, including all exhibits attached hereto, is subordinate and subject to the Bond Lease, constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. There are no verbal understandings, agreements or representations or warranties which are not set forth herein. This Lease may not be amended except in writing signed by duly authorized representative of both parties and a duly authorized representative of the Bond Trustee.

34. Parties.

Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators and assigns.

35. Landlord's Work.

35.1 Subject to the terms, conditions and limitations set forth in this Section 35, Landlord shall at its sole cost and expense, construct the improvements and perform the other work described generally on Exhibit "C" attached hereto and made apart hereof for all purposes (the "Landlord's Work"). The Plans and Specifications shall be subject to Landlord's and Tenant's approval, which approvals shall not be unreasonably withheld. The Plans and Specifications shall be prepared by a licensed Kansas architect,

and the architect shall certify to Landlord and Tenant that the Plans and Specifications have been prepared in accordance with all applicable laws, orders, regulations and building codes.

Upon the completion and approval of the Plans and Specifications, Landlord shall obtain one or more bids from a licensed and reputable general contractor to complete the Landlord's Work in accordance with the Plans and Specifications. The contractor bid(s) and estimated time frame for constructing and installing Landlord's Work shall be subject to the mutual approval of Landlord and Tenant. Landlord will submit to Tenant a construction schedule. Upon the approval of the contractor bid(s), Landlord shall proceed to enter into a construction contract and proceed with constructing and installing the Landlord's work. Possession of the Demised Premises shall not be delivered by Landlord to Tenant prior to "substantial completion" of Landlord's Work, which shall mean that: (i) that the Landlord's Work has been performed in a good and workmanlike manner, utilizing the highest quality materials and practices, and that the Demised Premises are in conformity with all laws, codes and ordinances, rules and regulations related thereto, including those pertaining to handicapped facilities, including the Americans with Disabilities Act; (ii) that the Demised Premises are in broom clean and weather tight condition, with all utility and service lines and conduits brought up to the space and in good working order and condition, and ready for Tenant's use of the Demised Premises; (iii) that the Demised Premises shall not contain material debris or other obstructions that would interfere with Tenant's use of the Demised Premises; (iv) that the Demised Premises shall be constructed in accordance with the approved Plans and Specifications; (v) Landlord has obtained a temporary certificate of occupancy or equivalent with respect to the Demised Premises; and (vi) the warehouse lighting has been installed in accordance with a lighting location plan mutually agreed upon in writing by the parties. Upon the full execution of this Lease, Tenant shall pay the sum of Seventeen Thousand Five Hundred Dollars ($17,500.00) to Landlord as Tenants share of the cost of installing the warehouse lights in accordance with subclause (vi) of the preceding sentence.

35.2 Landlord shall provide at least thirty (30) days prior written notice to Tenant, advising Tenant of the date on which Landlord reasonably expects Landlord's Work at the Demised Premises to be substantially completed. Within ten (10) days prior to such date, Landlord and Tenant, or their respective representatives, shall inspect the Demised Premises. If, as a result of Tenant's inspection of the Demised Premises as set forth in this Section 35.2, Tenant discovers material deviations or deficiencies from the Plans and Specifications for Landlord's Work, Tenant shall deliver a list of such deviations or deficiencies (the "Punch List") to Landlord. Landlord shall correct or cure such material deviations or deficiencies in a reasonable period of time after Landlord receives the Punch List, but in no event later than thirty (30) days after its receipt of such Punch List provided, however, that until such time as Landlord has corrected substantially all such material deviations or deficiencies to Tenant's reasonable satisfaction, Tenant shall not be deemed to have accepted possession of the Demised Premises under this Lease, unless Tenant otherwise specifically agrees in writing at such time. Landlord may enter the Demised Premises at any reasonable time to correct or cure such deviations or deficiencies. Landlord agrees that the Tenant can access the premises prior to the Lease Commencement Date without any expense to Tenant to set-up install racking and office areas. Tenant agrees that no business will be conducted during this time.

35.3 Landlord shall use reasonable good faith efforts to cause the contractor to complete the level of Landlord's Work such that Tenant shall be able to access the Demised Premises, for purposes of installing its fixtures and other Tenant Property, as soon as practically possible. Landlord further agrees to use reasonable good faith efforts to cause the Landlord's Work to be completed as soon as practically possible. Notwithstanding the foregoing, Landlord agrees to use its good faith efforts to cause the Landlord's Work to be substantially complete (as defined in Section 35.1 above) on or before January 1, 2010 (the "Substantial Completion Date").

35.4 Landlord requires Tenant to submit a detailed list of improvements to be included as a part of the Landlord's Work in advance of this Lease Agreement. The detailed list of improvements shall

be attached hereto as Exhibit "C". The Landlord's Work shall include: (i) a 2062 square foot office space; and (ii) the installation of 200 AMP, 277/480V-3 Phase-4W electrical service.

35.5 Landlord at Landlord's sole cost shall be responsible for completing the Landlord's Work described on Exhibit "C" attached hereto on a turn-key basis. Any modifications made by Tenant subsequent to the final appoved Plans and Specifications, shall be at Tenant's sole cost.

35.6 In the event the Tenant's proposed use of the Demised Premises results in an H-2 occupancy rating as determined by the City of Wichita, Kansas, Landlord, at Landlord's sole cost and expense, shall construct a control area separated by fire barriers on all sides. The control area will consist of a separate room within the Demised Premises containing approximately 100 to 150 square feet. The parties shall mutually agree upon the location and construction plans of the control room, if required.

36. Surrender.

Tenant agrees to quit and surrender possession of the Demised Premises to Landlord at the expiration of the Term in at least as good a condition as the Demised Premises existed on the Commencement Date, except for the following: (a) ordinary wear and tear; (b) any appropriation or taking under power of eminent domain or by paramount authority; and (c) damage by fire or other casualty, provided the same is not the responsibility of Tenant to repair hereunder.

37. Holding Over.

If Tenant remains in possession of the Demised Premises after the expiration of the Term, it shall be deemed to be a tenant from month-to-month only, and the Base Rent shall be increased to an amount equal to one hundred twenty-five percent (125%) of the monthly installment of the Base Rent in effect during the last month of the expired Term. Except as aforesaid, such tenancy shall be upon and subject to the terms of this Lease. Either party may terminate such month-to-month tenancy by giving the other at least thirty(30) days prior written notice of its intent to terminate. Nothing herein, however, shall be deemed to grant to Tenant the right to hold over in the Demised Premises beyond the expiration of the Term, and Landlord shall be entitled to all remedies available to it, under this Lease, at law or in equity, as a result of any holding over in the Demised Premises without Landlord's consent.

38. Financial Statements.

Tenant is a wholly owned subsidiary of LKQ Corporation, a publicly traded entity, whose stock is traded on the United States stock exchange. Its financial information is readily available to Landlord and its investors and creditors under SEC regulatory requirements. Curently, Tenant's stock is listed on NASDAQ under the symbol of "LKQX". If parent's stock becomes de-listed and becomes privately held, then the disclosure in the paragraph below would apply.

Tenant shall provide to Landlord within fifteen (15) days of a written request therefore, the annual "Financial Statements" (hereafter defined) of Tenant, prepared in accordance with GAAP and certified by Tenant's Chief Financial Officer. For the purpose of this Section 38 the term "Financial Statements" shall include, but not be limited to, the Tenant's balance sheets and income statements, tax returns and listings of inventory, accounts and other assets. Tenant agrees that if when requested, the Financial Statements for the most recently ended financial year are not yet available, Tenant shall furnish to Landlord the Financial Statements for such fiscal year no later than forty-five (45) days following the end of the fiscal year. Tenant agrees and warrants it will cooperate with any annual compliance audit

procedure(s) the City may adopt to monitor compliance with conditions, including annual reports required of the Landlord and any inspections of the Demised Premises or interviews with Tenant's staff.

39. City of Wichita, Kansas Approval.

The parties hereby acknowledge and agree that this Lease and the terms and conditions set forth herein are subject to the prior written approval by the City. In the event the City of Wichita, Kansas shall elect to not approve this Lease, regardless of the reason, this Lease shall automatically terminate and become null and void with no further action being required of either party, whereupon the parties shall be relieved of their respective rights and obligations hereunder.

40. Lease Guaranty. Intentionally Omitted.

41. Noncompete Clause.

During the Term hereof, Landlord agrees not to lease space in the Project to any auto salvage or auto collision part distributor.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

"Landlord"

PAWNEE INDUSTRIAL, LLC,
a Kansas limited liability company

By: _____
Name: Steven R. Barrett
Title: Manager

"Tenant"

KEYSTONE AUTOMOTIVE INDUSTRIES MN, INC.,
a Minnesota Corporation

By: Walter Hanley
Name: Walter Hanley
Title: Secretary

EXHIBIT "A"
Depiction of Demised Premises

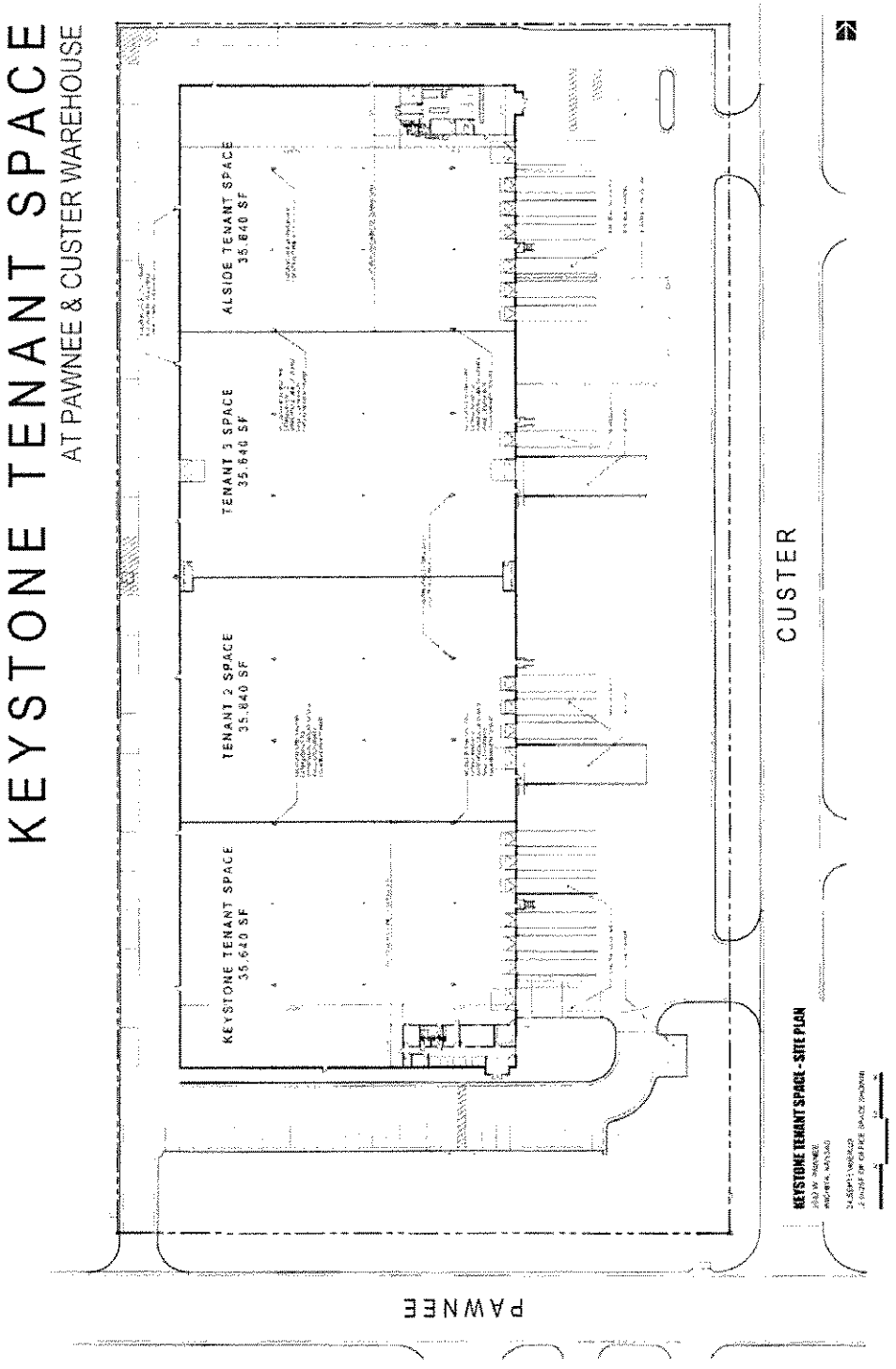


EXHIBIT "A" Cont.
Legal Description of Demised Premises

Lots 7, 8, 9 and 10, Block 7, Southwest Industrial Addition to Wichita, Kansas, Sedgwick County, Kansas

EXHIBIT "B"
Tenant Obligations With Respect to the Bond Lease

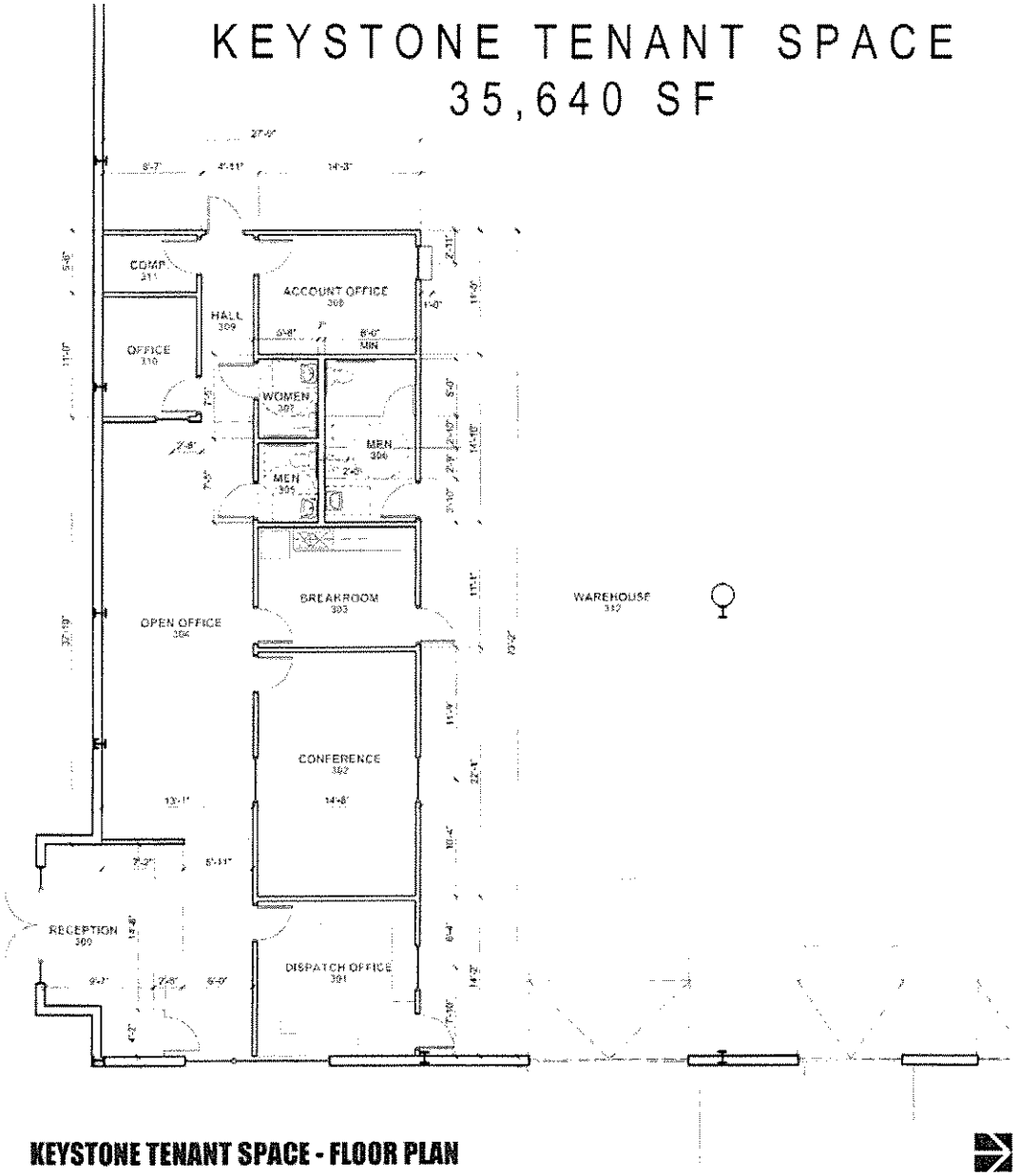
The Tenant acknowledges that as an inducement to Landlord for leasing the Demised Premises to Tenant, in addition to the obligations of Tenant set forth in the body of the Lease, Tenant covenants and agrees to use reasonable efforts to cooperate with Landlord and to comply with and be bound by the following requirements:

1. The Tenant agrees that, during the Term of this Lease, it will cooperate with any reasonable and lawful annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Landlord and/or Tenant in connection with the Bond Transaction and any inspection of the Tenant's premises or interviews with the Tenant's staff.

EXHIBIT "C"
Scope of Landlord's Work

- Frame and drywall North demising wall.
- Frame and drywall office walls.
- Hollow metal door and window frames.
- Solid wood Birch interior doors, steel doors to warehouse.
- 5 ton HVAC split system and distribution.
- Install and wire warehouse Cambride unit
- Install fire sprinkler system in offices.
- Plumbing and fixtures per plans, including four outlets for battery chargers (battery chargers to be provided by Tenant) with dedicated breakers for 480 v 3 ph 20 amp j boxes to the wall as per the attached drawing.
- Restroom partition.
- All ADA required restroom hardware.
- 200 amp 277/480 electrical service.
- 125 amp 120/208 office service.
- Wire existing lights to new electrical service, center aisle aligned.
- Office lighting, switching and receptacles.
- Install suspended ceiling throughout office space.
- Stain and seal concrete office floor.
- Install VCT in restrooms.
- Install 4 inch vinyl base throughout office area.
- Paint interior office area.
- Paint/stain all doors and frames.
- Final clean.
- City building permit for above.

Exhibit "C" Cont.



KEYSTONE TENANT SPACE - FLOOR PLAN

3002 W. PAWNEE
WICHITA, KANSAS

24.SEPTEMBER.09
(2,062SF OF OFFICE SPACE SHOWN)

8' 16' 24'

Exhibit "C" Cont.
Electrical from Keystone

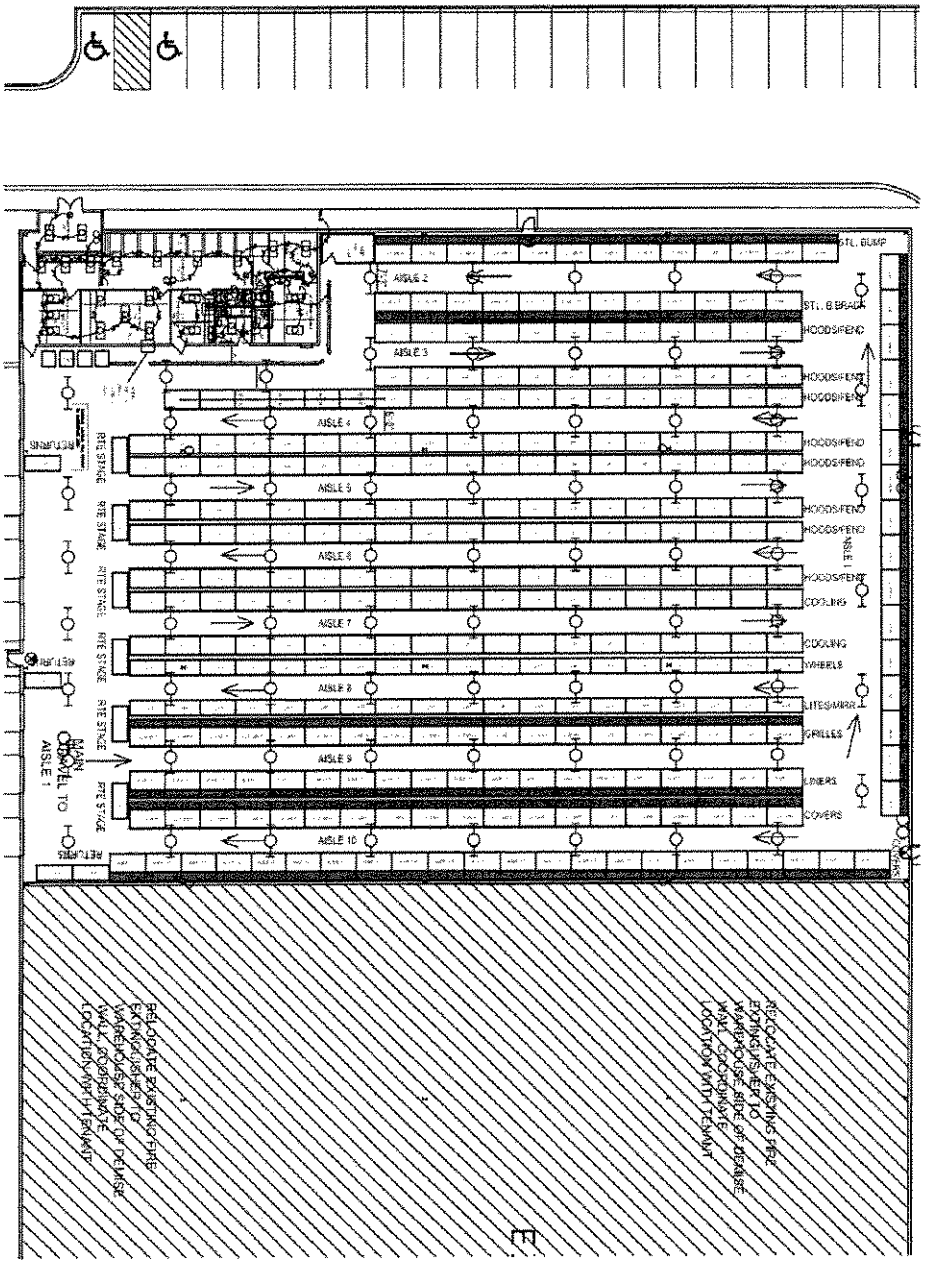


Exhibit "C" Cont.
Electrical from Keystone

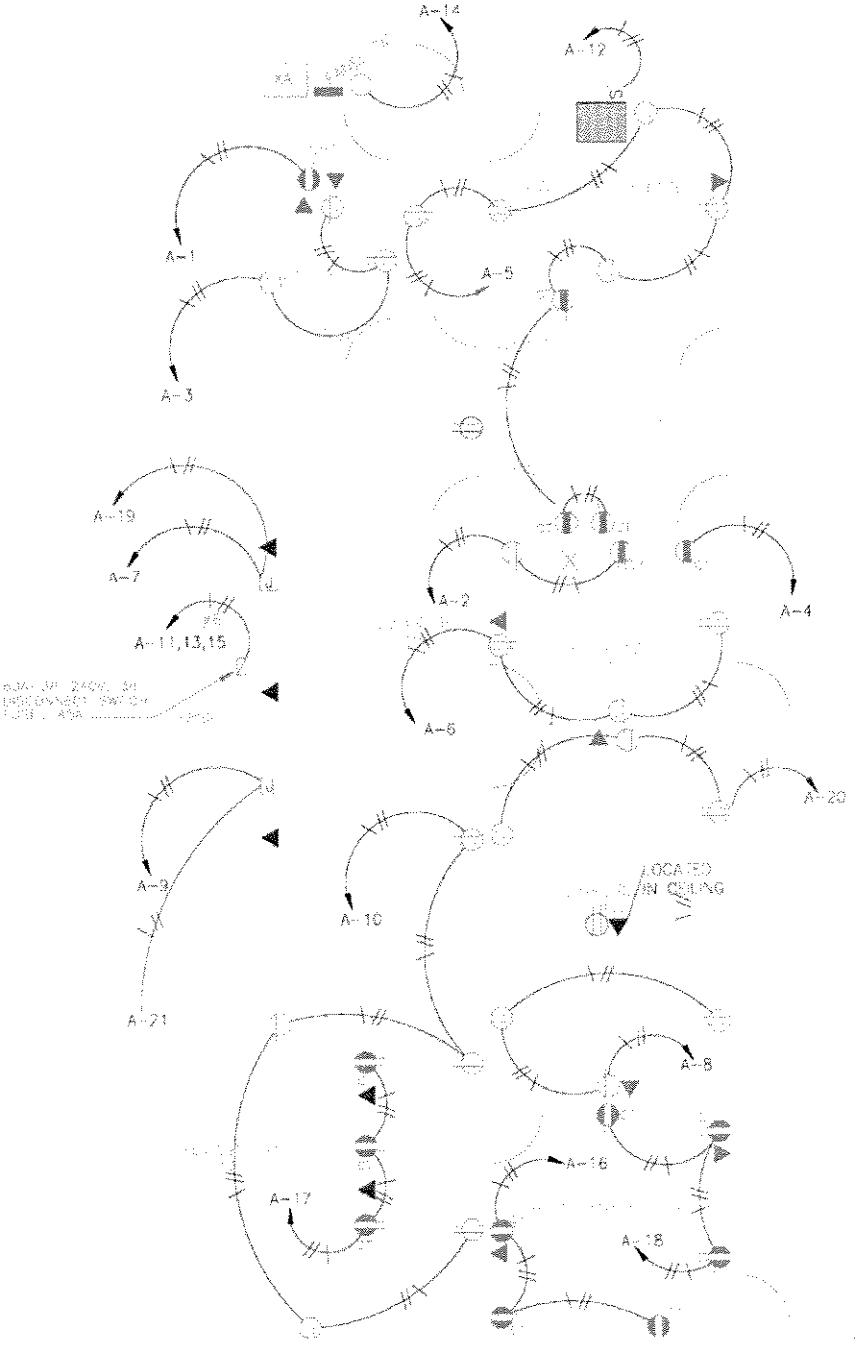
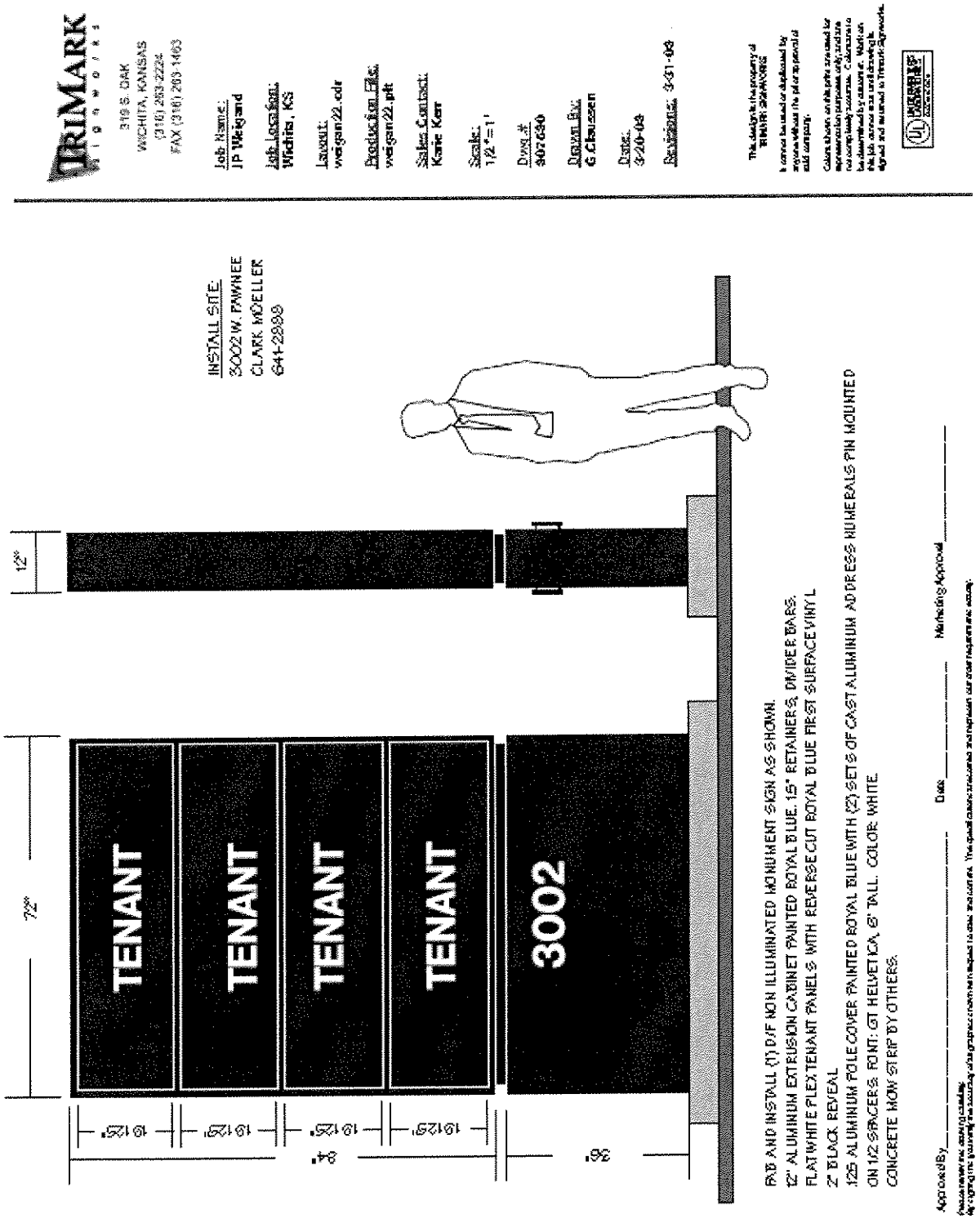


EXHIBIT "D"
Marquis Sign



City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Pooled Funds Investment Policy Revisions

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the revised policy.

Background: Investment activities are performed in accordance with State law, City Ordinance and the most recent Pooled Funds Investment Policy, which was approved by the City Council in December 2008. The City of Wichita holds expanded investment authority granted by the State Pooled Money Investment Board (PMIB), allowing the City to purchase certain federal agency securities and extend investment maturities from two to four years.

The transaction volume of the Pooled Fund investments exceeds $1.3 billion annually on an average portfolio of $300 million.

As outlined in the Investment Policy, primary objectives of the City's investment activities are as follows in order of priority:

1. Safety of principal;
2. Liquidity to meet cash flow requirements; and
3. Achieving a rate of return to provide maximum earnings consistent with the higher priorities of safety and liquidity.

Analysis: In July 2009, the Legislature approved Senate Bill 39 which amended K.S.A. 12-1677b pertaining to investment activities for jurisdictions with expanded investment authority. The amendments now provide for expanded investment authority for school districts upon approval by the PMIB. Additionally, the amendments require public entities with expanded investment authority to submit a written investment policy for approval by the PMIB which includes procedures for compliance with subsection (c) of K.S.A. 12-1675, and amendments thereto, as well as a certification from the investment management staff that those procedures have been followed, along with a listing of the banks, savings and loan associations and savings banks from which the jurisdiction requested bids in the preceding year. K.S.A. 12-1675(c) requires municipalities to first offer funds available for investment to eligible local financial institutions before other investment options are pursued. The PMIB has also communicated that they will no longer approve investment policies that include limits on the percentage of the portfolio allocated to CDs. However, it is still permissible to limit the amount of CDs held by a single institution to minimize issuer concentration.

To comply with the amendments to K.S.A. 12-1677b and investment policy requirements of the PMIB, Section XI of the Pooled Funds Investment Policy has been revised to clarify language for authorized investments in accordance with State Statutes and eliminate restrictions on the percentage of the portfolio that may be invested in CDs. Section XVIII of the investment policy has been revised to include procedures regarding the notice and offering of funds available for investment to local institutions.

This section was also revised to state that a letter from the Treasurer will be provided to the PMIB in connection with their annual review of expanded powers authority certifying compliance with K.S.A. 12-1675(c) along with a listing of the local financial institutions from which the City requested bids on investments.

The revised Pooled Funds Investment Policy has been submitted to the PMIB for their consideration and approval prior to their annual review of the City's expanded investment authority in January 2010. The City's revised investment policy was approved by the PMIB at their monthly meeting on November 17, 2009.

Upon approval by the governing body, the revised Investment Policy will also be submitted for review and certification by the Association of Public Treasurers of the United States and Canada (APTUSC). The City's Investment Policy was most recently awarded the Certification of Excellence Award in August 2008, and no comments or suggestions for improvement were received as a result of this review. Critical elements of the APTUSC review pertain to: liquidity, selection and review of suitable investment instruments, internal controls, reporting, portfolio diversification, custody and safekeeping, selection of investment institution criteria, ethics and conflicts of interest. The City of Wichita is one of 33 governments to have its investment policy certified by the APTUSC's Investment Policy Certification Program. Of the policies received each year for review, only two-thirds are accepted on their first submission.

Goal Impact: This action impacts the Internal Perspective and provides policy guidelines governing the prudent investment of pooled funds while also allowing the efficient delivery of Treasury services to both internal and external customers.

Financial Considerations: Investment income is a revenue source to many funds in the City budget. The projected interest earnings for 2009 for all funds in the investment pool are $3.8 million. The proposed changes should not impact investment earnings.

Legal Considerations: All City investment policies and practices are in conformance with State law and City Ordinances governing investment transactions and reporting.

Recommendations/Actions: It is recommended that the City Council approve and file the revised City of Wichita Pooled Funds Investment Policy.

Attachments: City of Wichita Pooled Funds Investment Policy (December 2009)
City of Wichita Pooled Funds Investment Policy (Compare Version to December 2008)

Pooled Funds Investment Policy

For The

Department of Finance

December 2009

Council Approved: September 1991
Revised: May 1993, Resolution R-93-235
Revised: February 1995, Resolution R-95-076
April 1995: Municipal Treasurer's Association Certification of Excellence
Revised: August 1995, Resolution R-95-396
State Pooled Money Investment Board Expanded Authority Approval, Sept. 19, 1995
Revised: October, 1996, Resolution R-96-406
Revised: December 2001
August 2002: Association of Public Treasurers Certification of Excellence
City Council Approved: December 2005
August 2008: Association of Public Treasurers Certification of Excellence
Revised: December 2008, City Council Approved December 2008
Revised: October 2009

CITY OF WICHITA, KANSAS

Pooled Funds Investment Policy

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CITY OF WICHITA, KANSAS

POOLED FUNDS INVESTMENT POLICY

I. Policy

It is the policy of the City of Wichita that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with legal and administrative guidelines and, to the maximum extent possible, at the highest rates obtainable at the time of investment, while meeting the daily cash flow demands of the City of Wichita. This policy is intended to establish principles and basic procedural guidelines for the City's investments and management of such funds.

II. Scope

This investment policy applies to all financial resources of the City of Wichita, other than funds of the pension trust held by the Pension Boards' custodian, the cemetery permanent fund, the special assessment advance payments agency fund, and such funds excluded by law, bond indenture or other Council-approved covenants which are covered in separate investment policies.

The City of Wichita maintains a pooled funds investment strategy. The intent of the pooled investment strategy is to optimize revenue through the pursuit of effective cash management, thereby providing basic liquidity while taking advantage of longer investment horizons. Pooled funds are accounted for by the City's Department of Finance and the Controller's Office, as represented in the City of Wichita Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds (unless prohibited by bond indentures)
- Capital Projects Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary Funds
- Any new fund created, unless exempted by the City Council

The City Treasurer's Office maintains the accounting for investment transactions representing the total pooled funds portfolio.

III. Objectives

The City's pooled investment portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The primary objectives, in priority order of the City's investment activities, shall be as follows:

A. Safety of Principal

Safety of principal is the foremost objective of the investment program. Investments of the City of Wichita shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio, while mitigating credit and interest rate risk.

Credit Risk

The City will minimize credit risk, which is the risk of loss associated with the failure of a security issuer or broker, by:

1. Limiting investments to the safest types of securities.
2. Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisers with which the City will do business.
3. Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

Interest Rate Risk

The City of Wichita will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

1. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
2. Investing funds primarily in shorter-term securities.
3. Diversifying investments by investing among a variety of securities offering independent returns.

B. Liquidity

The City of Wichita pooled investment portfolio will remain sufficiently liquid to meet all operating requirements that might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. A portion of the portfolio may be placed in investments which offer one-day liquidity for short-term funds, such as repurchase agreements or the Kansas Municipal Investment Pool.

C. Return on Investments

The City of Wichita pooled investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, taking into consideration investment risk constraints and the cash flow characteristics of the portfolio. Return on investments is of secondary importance, compared to the safety and liquidity objectives described above.

IV. Authority

In accordance with Chapter 2.18 of the City Code, the City Manager is directed to arrange for the investment of funds not needed for current obligations and the Director of Finance has management responsibility for the investment program. The Director shall establish written procedures for the operation of the investment program consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.

No person may engage in an investment transaction for the City of Wichita, except as provided under the terms of this policy and the procedures established by the Director. The Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

The investment policy adopted by the City of Wichita shall apply uniformly to all officials, employees, departments, agencies, boards, commissions, representatives and authorized agents in the performance of their official duties and to the processing and management of all investment transactions of the City's pooled funds portfolio. All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transactions that might impair public confidence in the effectiveness of the government of the City of Wichita.

V. Prudence

The standard of prudence to be used by investment officials shall be that of a "prudent person" as contemplated by K.S.A. 17-5004(1) and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The investment officers, when adhering to written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided any deviations from expectations are reported to management in a timely manner and any necessary action is taken to control adverse consequences to the City.

VI. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager and City Attorney any material financial interests in financial institutions that conduct business with the City of Wichita, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the time of purchases and sales.

VII. Pooled Investment Committee

The City of Wichita shall establish a Pooled Investment Committee to review and provide oversight regarding administration of the investment policy. The investment committee shall meet not less than annually and shall consist of the following members:

- Director of Finance
- Assistant Director of Finance
- City Treasurer
- Controller
- Cash Manager
- Other appointees, as designated by the Director of Finance

The investment committee shall review investment policies and procedures for compliance and adopt revisions to the investment operating guidelines. Minutes of the committee meetings shall be available for review by both the internal and external auditors.

VIII. Internal Controls

In the development of the system of internal controls, consideration shall be given to documentation of strategies and transactions, techniques for avoiding collusion, separation of functions, delegation of authority and limitations of action, custodial safekeeping, and avoidance of bearer-form securities.

The internal control framework and compliance with investment policies and procedures shall be reviewed in connection with the annual audit of the City's financial statements performed by an independent certified public accounting firm.

IX. Management Fees

To support the costs of managing the City's investment pool, the Director of Finance is authorized, upon approval by the City Manager, to assess a management fee to the funds. This management fee shall be deducted from interest earnings before allocation to the funds. The management fee shall be established to cover all costs involved in managing the investment operations. The current pooled investment management fee is established in the Investment Operating Guidelines.

X. Investment Earnings

An aggressive cash management and investment strategy shall be pursued to take advantage of investment earnings as a viable and material revenue source to operating and capital funds. Although interest income is included as a revenue source in the City budget, the investment policy and program is not administered to meet specific budgetary requirements or goals.

All moneys earned and collected from investments authorized in this policy shall be credited or charged to the appropriate funds/projects of the City, as determined by the cash position of each fund/project and in accordance with the budget as adopted by the City Council or otherwise directed by law. It is unlawful for the City to create indebtedness (borrow) in excess of the amount of funds actually on hand in the treasury, except for the following cases:

A. payment has been authorized by a vote of the electors of the municipality;
B. provision has been made for payment by the issuance of bonds or temporary notes - including all capital projects (general, special assessment, and enterprise fund types);
C. provision has been made for payment by the issuance of no-fund warrants;
D. provision has been made for a revolving fund for the operation of any municipal airport financed and sustained partially or wholly by fees, rentals, proceeds from the sale of merchandise or charges for rendering services, received from the users of such airport;
E. provision has been made for payment pursuant to a service agreement entered into pursuant to K.S.A. 12-5503 (a municipality may enter into a service agreement for a term not to exceed 30 years).

XI. Authorized Investments

The investments authorized under this policy shall be in accordance with K.S.A. 12-1675, K.S.A. 12-1677b and any other applicable statutes or ordinances and amendments thereto. The following list represents the types of investments that the City will consider and shall be authorized to invest in.

- § United States Treasury and Agency Securities: The City may invest in obligations of, or obligations that are insured as to principal and interest by, the United States of America or any agency thereof and obligations and securities of United States sponsored enterprises which under federal law may be accepted as security for public funds, except that none of the City's funds may be invested in mortgage-backed securities.

- § Repurchase Agreements (Repo): The City may invest in repurchase agreements with banks, savings and loan associations and savings banks which have main or branch offices located in the city of Wichita, or with a primary government securities dealer which reports to the market reports division of the Federal Reserve Bank of New York for direct obligations of, or obligations that are insured as to principal and interest by, the United States government or any agency thereof and obligations and securities of United States government sponsored enterprises which under federal law may be accepted as security for public funds. Such repurchase agreements may be made only with institutions that have entered into fully executed master repurchase agreements on file with the City. The market value of the securities underlying any repurchase agreement shall be maintained with a market value of at least 102% of the amount of the repurchase agreement. If the market value of the securities falls below 102% of the amount of the repurchase agreement, additional securities shall be required to attain full security.

- § Collateralized Public Deposits (Certificates of Deposit): The City may invest in instruments issued by any bank, savings and local associations and savings banks which have main or branch offices located with the city of Wichita stating specified sums have been deposited for specified periods and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by state statute and further restricted by this investment policy. The maximum dollar amount invested in Certificates of Deposit in any one bank shall never exceed four percent (4%) of the pooled funds portfolio. Interest will be calculated on a 365-day year/actual day month basis, or another method approved by the Director of Finance or designee in writing.

- § Temporary Notes or No-Fund Warrants: The City may invest in temporary notes or no-fund warrants issued by the City of Wichita.

- § State Municipal Investment Pool: The City may invest in a pool of funds that is managed by and under the authority of the Pooled Money Investment Board established by K.S.A. 12-1677a and amendments thereto.

- § Multiple Municipal Client Investment Pools: The City may invest with trust departments of banks which have main or branch offices located in Sedgwick County, or with trust companies incorporated under the laws of the Kansas which have contracted to provide trust services under the provisions of K.S.A. 9-2107, and amendments thereto, with banks which have main or branch offices located in Sedgwick County. These accounts will be secured as provided for under K.S.A. 9-1402 and amendments thereto. Authorized investments in these pools will be subject to the same terms, conditions and limitations as are applicable to the State Municipal Investment Pool established by K.S.A. 12-1677a and amendments thereto.

It is the practice of the City of Wichita to retain expanded investment authority under K.S.A. 12-1677b. Expanded investment authority authorizes the City to extend maturities from two years to four years and allows the City to further diversify the portfolio by investing in government agency securities. The authorized investments and maturity structure defined in this policy are contingent on the City’s ability to retain expanded investment powers.

XII. Maximum Maturities

Investment maturities shall be scheduled in consideration with projected cash flow needs, taking into consideration large routine expenditures, as well as sizeable blocks of anticipated revenue. Maximum maturities for investment of funds under this policy shall be in accordance with K.S.A. 12-1675, K.S.A. 12-1677b, and any other applicable statutes or ordinances and amendments thereto. Guidelines for maximum maturities are established as follows:

Type of Investment	Maximum Maturity
U.S. Treasury and Agency Securities	Four (4) years
Repurchase Agreements	Four (4) years
Collateralized Public Deposits (CD)	Four (4) years
Temporary Notes/No-Fund Warrants	One (1) year
State Municipal Investment Pool	Two (2) years
Multiple Municipal Client Pools	Two (2) years

XIII. Diversification

It is the policy of the City of Wichita to diversify its investment portfolio by security type and institution to reduce overall portfolio risk, protect from material losses due to issuer defaults, market pricing changes, technical complications leading to temporary lack of liquidity, or other risks resulting from an over-concentration of assets in a specific maturity sector, a specific issuer, or a specific class of securities.

XIV. External Investment Pools

Prior to investing in any externally managed pool, including the State Municipal Investment Pool or Multiple Municipal Client Investment Pools, the City shall conduct a thorough investigation of the pool's operations. The following information regarding the management of the pool shall be maintained on file in the City Treasurer's Office and updated annually:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations, interest distribution methods, and treatment of losses.
- A description of how the securities are safeguarded (including the settlement processes), and how often securities are priced and the program is audited.
- A description of who may invest in the program, how often, and minimum and maximum amounts for deposit and withdrawals.
- A schedule for receiving statements and portfolio listings.
- A review of the pool's usage of reserves and retained earnings.
- A fee schedule, including when and how fees are assessed.
- Determination of whether the pool is eligible for deposits of bond proceeds.

XV. Derivatives

Derivatives, defined as securities whose value relies on or is derived from an underlying security or index, are not authorized investments for the pooled funds portfolio. Exceptions to this policy statement are the following securities:

- U.S. Treasury Strips
- U.S. Treasury or Agency callable securities
- U.S. Treasury or Agency floating rate securities

These securities will meet all other policies and guidelines. Leveraging of the portfolio is strictly prohibited.

XVI. Performance Standards and Reporting

The investment portfolio shall be designed with the objective of obtaining a benchmark return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The benchmark for the portfolio consists of the average return on the three-month U.S. Treasury Bill. This index is considered the benchmark for investment transactions with minimum risk and, therefore, is a minimum standard for the portfolio rate of return.

Following the primary objective of preservation of capital, the investment portfolio shall be actively managed to take advantage of market opportunities. In so doing, negotiable securities may be sold prior to their maturity to provide liquid funds as needed for cash flow purposes, to enhance portfolio returns, or to restructure maturities to increase yield and/or decrease risk. In practice, however, it is generally a hold to maturity portfolio.

Performance Evaluation Methodology

The value of the pooled investment portfolio's holdings shall be calculated and reported in three ways: market value, par value and amortized cost.

The earnings of the pooled funds portfolio shall be calculated and reported based on generally accepted accounting principles for pooled funds investments of local government units.

The yield on the pooled funds portfolio shall be calculated and reported as the yield to maturity. This calculation takes into account the face value (par), price paid, coupon rate and time to maturity.

Investment Reporting and Performance Analysis

Investment performance is continually monitored and evaluated by the Cash Manager and the City Treasurer using investment strategies developed by the Pooled Investment Committee and this policy, in conjunction with the Pooled Funds Investment Operating Guidelines. The Cash Manager generates monthly investment performance statistics and activity reports. The Director of Finance will provide summary information to the City Manager and the City Council as part of the Quarterly Financial Report.

The Cash Manager and City Treasurer shall prepare monthly, quarterly, and annual reports summarizing and supporting the investment activity for the prior period. Additional comparative performance reviews will be conducted, as the Pooled Investment Committee deems necessary. The Pooled Investment Committee shall be responsible for developing specific reporting guidelines, detailed in the Pooled Funds Investment Operating Guidelines.

The pooled funds investment portfolio will be reviewed annually by the external auditors for compliance with these policies and generally accepted accounting principles.

XVII. Collateralization

A. Initial Placement

Moneys to be deposited in financial institutions shall not be released until the financial institution's board has executed the required Collateral and Custodial Agreements.

Deposits in depository institutions doing business with the City of Wichita shall be fully collateralized at all times. Acceptable collateral for City deposits is listed below as provided in K.S.A. 9-1402. The City does not accept all forms of collateral authorized by Statute. Only the types listed below are acceptable collateral to the City of Wichita.

Collateral shall be priced on a market value basis. The aggregate market value of the collateral must be sufficient to equal the outstanding amount of City funds deposited, plus accrued interest thereon, less federal deposit insurance coverage. The depository bank shall ensure that deposits and accrued interest are always sufficiently collateralized. Sufficiency of collateral values will be validated by the City Treasurer's Office.

If a depository bank fails to meet requirements established by the City, the depository bank shall be required to close the account and return to the City all principal and accrued interest without penalty.

B. Collateral Requirements

Financial institutions may pledge or assign for the City's benefit sufficient securities, the market value of which is at least 100% of the total deposits. Letters of credit, and surety bonds shall provide collateral at a level equivalent to at least 105% of the total deposits. Peak period collateral agreements permitted under K.S.A. 9-1403 and mortgages as contemplated by K.S.A. 9-1402 are not to be accepted by the City of Wichita.

The allowable securities and forms of collateral acceptable to the City are limited to:

1. Direct obligations of, or obligations insured by, the U.S. government or any agency thereof.
2. Obligations and securities of U.S. sponsored corporations, which under federal law, may be accepted as security for public funds.
3. Bonds of any Kansas municipality, which has been refunded and is secured by U.S. obligations.
4. Bonds of the State of Kansas.
5. General obligation bonds of any Kansas municipality.
6. Revenue bonds of any Kansas municipality, if they meet approval by the State Banking (or Savings and Loan) Commissioner.
7. General obligation temporary notes of any Kansas municipality.
8. No-fund warrants of any Kansas municipality.
9. Certain Kansas municipality sponsored revenue bonds rated Aa or higher by Moody's Investors Service.

10. Commercial paper that does not exceed 270 days to maturity and that has received one of the two highest commercial paper credit ratings by a nationally recognized investment rating firm.
11. Corporate surety bonds approved by the Kansas Commissioner of Insurance and in the standard format acceptable to the City of Wichita, as follows:

    a. The issuer of the surety bond shall be admitted and licensed to issue surety bonds in Kansas.
    b. The City of Wichita shall be designated as the insured public depositor.
    c. The issuer and the depository bank are required to notify the City of Wichita by certified or registered mail no fewer than 90 days prior to non-renewal and no fewer than 45 days prior to a bond's cancellation.
    d. The claims-paying ability of the issuer must be rated and remain rated in the highest rating category of one of the nationally recognized rating agencies (A+ and A++ from A.M. Best's or AAA from Standard and Poor's). Within 48 hours of discovery of a downgrade by a rating agency or notice of financial regulatory action by any jurisdiction in which the issuer is licensed, notice must be given to the City Treasurer by the issuer in the form of certified or registered mail.
    e. No more than $5 million per depository bank or an aggregate of $20 million for all depository banks can be collateralized in the form of surety bonds.
    f. The issuer is required to send quarterly reports to the Office of the City Treasurer listing all depository banks that have purchased a surety bond for deposits, the insured amount covering deposits of the City of Wichita, and the total insured amount per depository bank in Sedgwick County.

12. A personal bond in an amount, which is double the amount on deposit.
13. A letter of credit (LOC) issued by a U.S. sponsored enterprise that under federal law may be accepted as security for public funds, subject to the following:
    a. The letter of credit (LOC) must be in the format acceptable to the City of Wichita.
    b. The City of Wichita must be designated as the irrevocable and unconditional beneficiary of the letter of credit.
    c. The issuer and the depository bank must notify the City Treasurer by certified or registered mail at least 45 days prior to cancellation or the non-renewal of a letter of credit.
    d. The issuer may not provide letters of credit for any one depository bank in an amount, which exceeds ten percent of the issuer's capital and surplus.

XVIII. Competitive Selection of Investment Instruments

As outlined by K.S.A. 12-1675 and amendments thereto, the City's public funds must first be offered to banks, savings and loan associations and savings banks within the city of Wichita. The City will accomplish this by sending written letters to all local financial institutions on a quarterly basis directing them to contact the City Treasurer or Cash Manager if they are interested in submitting offers on City investments. A notice will also be posted on the City's website providing instructions for local institutions desiring to make offers on investments for City funds. Those institutions who indicate a willingness to bid on the City's investments will be placed on a list so that the City may contact them when funds are available for investment.

The Treasurer will include a letter to the Pooled Money Investment Board with the annual application for expanded powers certifying compliance with subsection (c) of K.S.A. 12-1675 which includes a listing of the local financial institutions from which the City requested bids on City investments.

Should the offered rate from local institutions not equal or exceed the "investment rate" as defined by K.S.A. 12-1675a, the City may solicit offers for investments in the State's investment pool or through brokers and dealers.

Each security transaction, other than directly issued instruments, securities in syndicate or specially bid or offered securities, shall be executed through a competitive process involving solicitation of bids or offers from qualified institutions. When purchasing a security, the offer that provides the highest anticipated current and future rate of return and meets the investment objectives of the portfolio shall be accepted. When selling a security, the bid that generates the highest sales price shall be accepted.

XIX. Staff Qualifications

To establish and implement cash management practices for the City, the City Manager shall establish the position of City Treasurer and Cash Manager within the Department of Finance. The City Manager, Director of Finance and City Treasurer shall adopt and implement procedures and practices for the efficient cash management of all funds held by or belonging to the City of Wichita.

The position of City Treasurer is appointed by the City Manager upon recommendation of the Director of Finance and is responsible for planning, directing and managing the investment programs of the City as outlined by the City of Wichita Pooled Funds Investment Policy and Operating Guidelines. The City Treasurer shall have at least five years experience in investment management, managing banking relationships and/or cash management. Such appointee shall meet the criteria defined by the Personnel Classification Manual included in the exhibits of the Pooled Funds Investment Operating Guidelines.

XX. Bond of Treasurer

In accordance with K.S.A. 13-526a and Section 2.16.020 of the City Code, the City Treasurer shall furnish a corporate surety bond in the principal sum of one hundred thousand dollars conditioned that he/she will account for all moneys belonging to the City and will faithfully perform the office of Treasurer of the City. Such bond shall be approved by the City Attorney before acceptance and filed with the City Clerk.

XXI. Brokers and Dealers

Investment transactions shall only be conducted with qualified institutions, i.e. banks, savings and loan associations and savings banks, the Federal Reserve Bank of Kansas City, Missouri, or with primary government securities dealers which report to the market report division of the Federal Reserve Bank of New York, or any broker-dealer which is registered in compliance with Section 15C of the Securities Exchange Act of 1934 and registered pursuant to K.S.A. 17-1254, and amendments thereto.

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements.
- Proof of National Association of Securities Dealers (NASD) certification.
- Proof of State Registration.
- Completed broker/dealer questionnaire.
- Business resume of individual assigned to the City's account.
- Certification of having read and understood and agreeing to comply with the City of Wichita's investment policy.

A list will be maintained of approved security broker/dealers selected by credit worthiness and experience. Approved broker/dealers shall have a minimum capital requirement of $10,000,000 and at least five years of operation. This may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the City Treasurer.

XXII. Safekeeping and Custody

All security transactions entered into by the City of Wichita shall be conducted on a delivery versus payment basis. Securities will be held by either the Federal Reserve Bank or a third-party custodian, designated by the City of Wichita and evidenced by safekeeping receipts.

XXIII. Separate Provisions of Policy and Conflicts with Kansas Law

The above policies shall remain in full force and effect until revoked by the Wichita City Council. If after adoption of this policy, there exist any conflict of this policy with Kansas laws and/or statutes, current law shall dictate.

Pooled Funds Investment Policy

For The

Department of Finance

December 2009

Council Approved: September 1991
Revised: May 1993, Resolution R-93-235
Revised: February 1995, Resolution R-95-076
April 1995: Municipal Treasurer's Association Certification of Excellence
Revised: August 1995, Resolution R-95-396
State Pooled Money Investment Board Expanded Authority Approval, Sept. 19, 1995
Revised: October, 1996, Resolution R-96-406
Revised: December 2001
August 2002: Association of Public Treasurers Certification of Excellence
City Council Approved: December 2005
August 2008: Association of Public Treasurers Certification of Excellence
Revised: December 2008, City Council Approved December 2008
Revised: November 2009

CITY OF WICHITA, KANSAS

Pooled Funds Investment Policy

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CITY OF WICHITA, KANSAS
POOLED FUNDS INVESTMENT POLICY

I. Policy

It is the policy of the City of Wichita that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with legal and administrative guidelines and, to the maximum extent possible, at the highest rates obtainable at the time of investment, while meeting the daily cash flow demands of the City of Wichita. This policy is intended to establish principles and basic procedural guidelines for the City's investments and management of such funds.

II. Scope

This investment policy applies to all financial resources of the City of Wichita, other than funds of the pension trust held by the Pension Boards' custodian, the cemetery permanent fund, the special assessment advance payments agency fund, and such funds excluded by law, bond indenture or other Council-approved covenants which are covered in separate investment policies.

The City of Wichita maintains a pooled funds investment strategy. The intent of the pooled investment strategy is to optimize revenue through the pursuit of effective cash management, thereby providing basic liquidity while taking advantage of longer investment horizons. Pooled funds are accounted for by the City's Department of Finance and the Controller's Office, as represented in the City of Wichita Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds (unless prohibited by bond indentures)
- Capital Projects Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary Funds
- Any new fund created, unless exempted by the City Council

The City Treasurer's Office maintains the accounting for investment transactions representing the total pooled funds portfolio.

III. Objectives

The City's pooled investment portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The primary objectives, in priority order of the City's investment activities, shall be as follows:

A. Safety of Principal

Safety of principal is the foremost objective of the investment program. Investments of the City of Wichita shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio, while mitigating credit and interest rate risk.

Credit Risk

The City will minimize credit risk, which is the risk of loss associated with the failure of a security issuer or broker, by:

1. Limiting investments to the safest types of securities.
2. Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisers with which the City will do business.
3. Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

Interest Rate Risk

The City of Wichita will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

1. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
2. Investing funds primarily in shorter-term securities.
3. Diversifying investments by investing among a variety of securities offering independent returns.

B. Liquidity

The City of Wichita pooled investment portfolio will remain sufficiently liquid to meet all operating requirements that might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. A portion of the portfolio may be placed in investments which offer one-day liquidity for short-term funds, such as repurchase agreements or the Kansas Municipal Investment Pool.

C. Return on Investments

The City of Wichita pooled investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, taking into consideration investment risk constraints and the cash flow characteristics of the portfolio. Return on investments is of secondary importance, compared to the safety and liquidity objectives described above.

IV. Authority

In accordance with Chapter 2.18 of the City Code, the City Manager is directed to arrange for the investment of funds not needed for current obligations and the Director of Finance has management responsibility for the investment program. The Director shall establish written

procedures for the operation of the investment program consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.

No person may engage in an investment transaction for the City of Wichita, except as provided under the terms of this policy and the procedures established by the Director. The Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

The investment policy adopted by the City of Wichita shall apply uniformly to all officials, employees, departments, agencies, boards, commissions, representatives and authorized agents in the performance of their official duties and to the processing and management of all investment transactions of the City's pooled funds portfolio. All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transactions that might impair public confidence in the effectiveness of the government of the City of Wichita.

V. Prudence

The standard of prudence to be used by investment officials shall be that of a "prudent person" as contemplated by K.S.A. 17-5004(1) and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The investment officers, when adhering to written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided any deviations from expectations are reported to management in a timely manner and any necessary action is taken to control adverse consequences to the City.

VI. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager and City Attorney any material financial interests in financial institutions that conduct business with the City of Wichita, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the time of purchases and sales.

VII. Pooled Investment Committee

The City of Wichita shall establish a Pooled Investment Committee to review and provide oversight regarding administration of the investment policy. The investment committee shall meet not less than annually and shall consist of the following members:

- Director of Finance
- Assistant Director of Finance
- City Treasurer

- Controller
- Cash Manager
- Other appointees, as designated by the Director of Finance

The investment committee shall review investment policies and procedures for compliance and adopt revisions to the investment operating guidelines. Minutes of the committee meetings shall be available for review by both the internal and external auditors.

VIII. Internal Controls

In the development of the system of internal controls, consideration shall be given to documentation of strategies and transactions, techniques for avoiding collusion, separation of functions, delegation of authority and limitations of action, custodial safekeeping, and avoidance of bearer-form securities.

The internal control framework and compliance with investment policies and procedures shall be reviewed in connection with the annual audit of the City's financial statements performed by an independent certified public accounting firm.

IX. Management Fees

To support the costs of managing the City's investment pool, the Director of Finance is authorized, upon approval by the City Manager, to assess a management fee to the funds. This management fee shall be deducted from interest earnings before allocation to the funds. The management fee shall be established to cover all costs involved in managing the investment operations. The current pooled investment management fee is established in the Investment Operating Guidelines.

X. Investment Earnings

An aggressive cash management and investment strategy shall be pursued to take advantage of investment earnings as a viable and material revenue source to operating and capital funds. Although interest income is included as a revenue source in the City budget, the investment policy and program is not administered to meet specific budgetary requirements or goals.

All moneys earned and collected from investments authorized in this policy shall be credited or charged to the appropriate funds/projects of the City, as determined by the cash position of each fund/project and in accordance with the budget as adopted by the City Council or otherwise directed by law. It is unlawful for the City to create indebtedness (borrow) in excess of the amount of funds actually on hand in the treasury, except for the following cases:

A. payment has been authorized by a vote of the electors of the municipality;
B. provision has been made for payment by the issuance of bonds or temporary notes - including all capital projects (general, special assessment, and enterprise fund types);
C. provision has been made for payment by the issuance of no-fund warrants;
D. provision has been made for a revolving fund for the operation of any municipal airport financed and sustained partially or wholly by fees, rentals, proceeds from the sale of merchandise or charges for rendering services, received from the users of such airport;

E. provision has been made for payment pursuant to a service agreement entered into pursuant to K.S.A. 12-5503 (a municipality may enter into a service agreement for a term not to exceed 30 years).

XI. Authorized Investments

The investments authorized under this policy shall be in accordance with K.S.A. 12-1675, K.S.A. 12-1677b and any other applicable statutes or ordinances and amendments thereto. The following list represents the types of investments that the City will consider and shall be authorized to invest in.

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§ Repurchase Agreements (Repo): The City may invest in repurchase agreements with banks, savings and loan associations and savings banks which have main or branch offices located in the city of Wichita, or with a primary government securities dealer which reports to the market reports division of the Federal Reserve Bank of New York for direct obligations of, or obligations that are insured as to principal and interest by, the United States government or any agency thereof and obligations and securities of United States government sponsored enterprises which under federal law may be accepted as security for public funds. Such repurchase agreements may be made only with institutions that have entered into fully executed master repurchase agreements on file with the City. The market value of the securities underlying any repurchase agreement shall be maintained with a market value of at least 102% of the amount of the repurchase agreement. If the market value of the securities falls below 102% of the amount of the repurchase agreement, additional securities shall be required to attain full security.

§ Collateralized Public Deposits (Certificates of Deposit): The City may invest in instruments issued by any bank, savings and local associations and savings banks which have main or branch offices located with the city of Wichita stating specified sums have been deposited for specified periods and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by state statute and further restricted by this investment policy. The maximum dollar amount invested in Certificates of Deposit in any one bank shall never exceed four percent (4%) of the pooled funds portfolio. Interest will be calculated on a 365-day year/actual day month basis, or another method approved by the Director of Finance or designee in writing.

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§ State Municipal Investment Pool: The City may invest in a pool of funds that is managed by and under the authority of the Pooled Money Investment Board established by K.S.A. 12-1677a and amendments thereto.

§ Multiple Municipal Client Investment Pools: The City may invest with trust departments of banks which have main or branch offices located in Sedgwick County, or with trust companies incorporated under the laws of the Kansas which have contracted to provide trust services under the provisions of K.S.A. 9-2107, and amendments thereto, with banks which have main or branch offices located in Sedgwick County. These accounts will be secured as provided for under K.S.A. 9-1402 and amendments thereto. Authorized investments in these pools will be subject to the same terms, conditions and limitations as are applicable to the State Municipal Investment Pool established by K.S.A. 12-1677a and amendments thereto.

It is the practice of the City of Wichita to retain expanded investment authority under K.S.A. 12-1677b. Expanded investment authority authorizes the City to extend maturities from two years to four years and allows the City to further diversify the portfolio by investing in government agency securities. The authorized investments and maturity structure defined in this policy are contingent on the City's ability to retain expanded investment powers.

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Investment maturities shall be scheduled in consideration with projected cash flow needs, taking into consideration large routine expenditures, as well as sizeable blocks of anticipated revenue. Maximum maturities for investment of funds under this policy shall be in accordance with K.S.A. 12-1675, K.S.A. 12-1677b, and any other applicable statutes or ordinances and amendments thereto. Guidelines for maximum maturities are established as follows:

Type of Investment	Maximum Maturity
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Repurchase Agreements	Four (4) years
Collateralized Public Deposits (CD)	Four (4) years
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Multiple Municipal Client Pools	Two (2) years

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It is the policy of the City of Wichita to diversify its investment portfolio by security type and institution to reduce overall portfolio risk, protect from material losses due to issuer defaults, market pricing changes, technical complications leading to temporary lack of liquidity, or other risks resulting from an over-concentration of assets in a specific maturity sector, a specific issuer, or a specific class of securities.

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Prior to investing in any externally managed pool, including the State Municipal Investment Pool or Multiple Municipal Client Investment Pools, the City shall conduct a thorough investigation of the pool's operations. The following information regarding the management of the pool shall be maintained on file in the City Treasurer's Office and updated annually:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations, interest distribution methods, and treatment of losses.
- A description of how the securities are safeguarded (including the settlement processes), and how often securities are priced and the program is audited.
- A description of who may invest in the program, how often, and minimum and maximum amounts for deposit and withdrawals.
- A schedule for receiving statements and portfolio listings.
- A review of the pool's usage of reserves and retained earnings.
- A fee schedule, including when and how fees are assessed.
- Determination of whether the pool is eligible for deposits of bond proceeds.

XV. Derivatives

Derivatives, defined as securities whose value relies on or is derived from an underlying security or index, are not authorized investments for the pooled funds portfolio. Exceptions to this policy statement are the following securities:

- U.S. Treasury Strips
- U.S. Treasury or Agency callable securities
- U.S. Treasury or Agency floating rate securities

These securities will meet all other policies and guidelines. Leveraging of the portfolio is strictly prohibited.

XVI. Performance Standards and Reporting

The investment portfolio shall be designed with the objective of obtaining a benchmark return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The benchmark for the portfolio consists of the average return on the three-month U.S. Treasury Bill. This index is considered the benchmark for investment transactions with minimum risk and, therefore, is a minimum standard for the portfolio rate of return.

Following the primary objective of preservation of capital, the investment portfolio shall be

actively managed to take advantage of market opportunities. In so doing, negotiable securities may be sold prior to their maturity to provide liquid funds as needed for cash flow purposes, to enhance portfolio returns, or to restructure maturities to increase yield and/or decrease risk. In practice, however, it is generally a hold to maturity portfolio.

Performance Evaluation Methodology

The value of the pooled investment portfolio's holdings shall be calculated and reported in three ways: market value, par value and amortized cost.

The earnings of the pooled funds portfolio shall be calculated and reported based on generally accepted accounting principles for pooled funds investments of local government units.

The yield on the pooled funds portfolio shall be calculated and reported as the yield to maturity. This calculation takes into account the face value (par), price paid, coupon rate and time to maturity.

Investment Reporting and Performance Analysis

Investment performance is continually monitored and evaluated by the Cash Manager and the City Treasurer using investment strategies developed by the Pooled Investment Committee and this policy, in conjunction with the Pooled Funds Investment Operating Guidelines. The Cash Manager generates monthly investment performance statistics and activity reports. The Director of Finance will provide summary information to the City Manager and the City Council as part of the Quarterly Financial Report.

The Cash Manager and City Treasurer shall prepare monthly, quarterly, and annual reports summarizing and supporting the investment activity for the prior period. Additional comparative performance reviews will be conducted, as the Pooled Investment Committee deems necessary. The Pooled Investment Committee shall be responsible for developing specific reporting guidelines, detailed in the Pooled Funds Investment Operating Guidelines.

The pooled funds investment portfolio will be reviewed annually by the external auditors for compliance with these policies and generally accepted accounting principles.

XVII. Collateralization

A. Initial Placement

Moneys to be deposited in financial institutions shall not be released until the financial institution's board has executed the required Collateral and Custodial Agreements.

Deposits in depository institutions doing business with the City of Wichita shall be fully collateralized at all times. Acceptable collateral for City deposits is listed below as provided in K.S.A. 9-1402. The City does not accept all forms of collateral authorized by Statute. Only the types listed below are acceptable collateral to the City of Wichita.

Collateral shall be priced on a market value basis. The aggregate market value of the collateral must be sufficient to equal the outstanding amount of City funds deposited, plus accrued interest thereon, less federal deposit insurance coverage. The depository bank shall ensure that

deposits and accrued interest are always sufficiently collateralized. Sufficiency of collateral values will be validated by the City Treasurer's Office.

If a depository bank fails to meet requirements established by the City, the depository bank shall be required to close the account and return to the City all principal and accrued interest without penalty.

B. Collateral Requirements

Financial institutions may pledge or assign for the City's benefit sufficient securities, the market value of which is at least 100% of the total deposits. Letters of credit, and surety bonds shall provide collateral at a level equivalent to at least 105% of the total deposits. Peak period collateral agreements permitted under K.S.A. 9-1403 and mortgages as contemplated by K.S.A. 9-1402 are not to be accepted by the City of Wichita.

The allowable securities and forms of collateral acceptable to the City are limited to:

1. Direct obligations of, or obligations insured by, the U.S. government or any agency thereof.
2. Obligations and securities of U.S. sponsored corporations, which under federal law, may be accepted as security for public funds.
3. Bonds of any Kansas municipality, which has been refunded and is secured by U.S. obligations.
4. Bonds of the State of Kansas.
5. General obligation bonds of any Kansas municipality.
6. Revenue bonds of any Kansas municipality, if they meet approval by the State Banking (or Savings and Loan) Commissioner.
7. General obligation temporary notes of any Kansas municipality.
8. No-fund warrants of any Kansas municipality.
9. Certain Kansas municipality sponsored revenue bonds rated Aa or higher by Moody's Investors Service.
10. Commercial paper that does not exceed 270 days to maturity and that has received one of the two highest commercial paper credit ratings by a nationally recognized investment rating firm.
11. Corporate surety bonds approved by the Kansas Commissioner of Insurance and in the standard format acceptable to the City of Wichita, as follows:

    a. The issuer of the surety bond shall be admitted and licensed to issue surety bonds in Kansas.
    b. The City of Wichita shall be designated as the insured public depositor.
    c. The issuer and the depository bank are required to notify the City of Wichita by certified or registered mail no fewer than 90 days prior to non-renewal and no fewer than 45 days prior to a bond's cancellation.
    d. The claims-paying ability of the issuer must be rated and remain rated in the highest rating category of one of the nationally recognized rating agencies (A+ and A++ from A.M. Best's or AAA from Standard and Poor's). Within 48 hours of discovery of a downgrade by a rating agency or notice of financial regulatory action by any jurisdiction in which the issuer is licensed, notice must be given to the City Treasurer by the issuer in the form of certified or registered mail.
    e. No more than $5 million per depository bank or an aggregate of $20 million for all depository banks can be collateralized in the form of surety bonds.

f. The issuer is required to send quarterly reports to the Office of the City Treasurer listing all depository banks that have purchased a surety bond for deposits, the insured amount covering deposits of the City of Wichita, and the total insured amount per depository bank in Sedgwick County.

12. A personal bond in an amount, which is double the amount on deposit.
13. A letter of credit (LOC) issued by a U.S. sponsored enterprise that under federal law may be accepted as security for public funds, subject to the following:
    a. The letter of credit (LOC) must be in the format acceptable to the City of Wichita.
    b. The City of Wichita must be designated as the irrevocable and unconditional beneficiary of the letter of credit.
    c. The issuer and the depository bank must notify the City Treasurer by certified or registered mail at least 45 days prior to cancellation or the non-renewal of a letter of credit.
    d. The issuer may not provide letters of credit for any one depository bank in an amount, which exceeds ten percent of the issuer's capital and surplus.

XVIII. Competitive Selection of Investment Instruments

As outlined by K.S.A. 12-1675 and amendments thereto, the City's public funds must first be offered to banks, savings and loan associations and savings banks within the city of Wichita. The City will accomplish this by sending written letters to all local financial institutions on a quarterly basis directing them to contact the City Treasurer or Cash Manager if they are interested in submitting offers on City investments. A notice will also be posted on the City's website providing instructions for local institutions desiring to make offers on investments for City funds. Those institutions who indicate a willingness to bid on the City's investments will be placed on a list so that the City may contact them when funds are available for investment.

The Treasurer will include a letter to the Pooled Money Investment Board with the annual application for expanded powers certifying compliance with subsection (c) of K.S.A. 12-1675 which includes a listing of the local financial institutions from which the City requested bids on City investments.

Should the offered rate from local institutions not equal or exceed the "investment rate" as defined by K.S.A. 12-1675a, the City may solicit offers for investments in the State's investment pool or through brokers and dealers.

Each security transaction, other than directly issued instruments, securities in syndicate or specially bid or offered securities, shall be executed through a competitive process involving solicitation of bids or offers from qualified institutions. When purchasing a security, the offer that provides the highest anticipated current and future rate of return and meets the investment objectives of the portfolio shall be accepted. When selling a security, the bid that generates the highest sales price shall be accepted.

XIX.Staff Qualifications

To establish and implement cash management practices for the City, the City Manager shall establish the position of City Treasurer and Cash Manager within the Department of Finance. The City Manager, Director of Finance and City Treasurer shall adopt and implement procedures and

practices for the efficient cash management of all funds held by or belonging to the City of Wichita.

The position of City Treasurer is appointed by the City Manager upon recommendation of the Director of Finance and is responsible for planning, directing and managing the investment programs of the City as outlined by the City of Wichita Pooled Funds Investment Policy and Operating Guidelines. The City Treasurer shall have at least five years experience in investment management, managing banking relationships and/or cash management. Such appointee shall meet the criteria defined by the Personnel Classification Manual included in the exhibits of the Pooled Funds Investment Operating Guidelines.

XX. Bond of Treasurer

In accordance with K.S.A. 13-526a and Section 2.16.020 of the City Code, the City Treasurer shall furnish a corporate surety bond in the principal sum of one hundred thousand dollars conditioned that he/she will account for all moneys belonging to the City and will faithfully perform the office of Treasurer of the City. Such bond shall be approved by the City Attorney before acceptance and filed with the City Clerk.

XXI. Brokers and Dealers

Investment transactions shall only be conducted with qualified institutions, i.e. banks, savings and loan associations and savings banks, the Federal Reserve Bank of Kansas City, Missouri, or with primary government securities dealers which report to the market report division of the Federal Reserve Bank of New York, or any broker-dealer which is registered in compliance with Section 15C of the Securities Exchange Act of 1934 and registered pursuant to K.S.A. 17-1254, and amendments thereto.

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements.
- Proof of National Association of Securities Dealers (NASD) certification.
- Proof of State Registration.
- Completed broker/dealer questionnaire.
- Business resume of individual assigned to the City's account.
- Certification of having read and understood and agreeing to comply with the City of Wichita's investment policy.

A list will be maintained of approved security broker/dealers selected by credit worthiness and experience. Approved broker/dealers shall have a minimum capital requirement of $10,000,000 and at least five years of operation. This may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the City Treasurer.

XXII. Safekeeping and Custody

All security transactions entered into by the City of Wichita shall be conducted on a delivery versus payment basis. Securities will be held by either the Federal Reserve Bank or a third-party custodian, designated by the City of Wichita and evidenced by safekeeping receipts.

XXIII. Separate Provisions of Policy and Conflicts with Kansas Law

The above policies shall remain in full force and effect until revoked by the Wichita City Council. If after adoption of this policy, there exists any conflict of this policy with Kansas laws and/or statutes, current law shall dictate.

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Amendment to Banking Services Agreement

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the amendment to the Agreement.

Background: In January 2003, the City Council approved the transition of banking services to Intrust Bank, N.A. and authorized the preparation, execution and delivery of agreements in connection therewith. The term of the original banking services agreement was from June 1, 2003 through May 30, 2004, with options to renew under the same terms and conditions by mutual agreement of the parties.

Analysis: The City is in the process of issuing a Request for Proposal for banking services. Following selection of a provider, terms of related contracts and agreements shall be finalized and submitted to the governing body for approval. To allow sufficient time for the transition of banking services and to finalize terms of a new agreement, a contract extension through August 31, 2010 with Intrust Bank, N.A. is necessary.

Goal Impact: This action impacts the Internal Perspective and allows continued banking services and efficient delivery of Treasury services to both internal and external customers. Also, the City's practice of going through a periodic Request for Proposal process serves to reduce/avoid costs, another indicator of the Internal Perspective.

Financial Considerations: There are no costs involved in with this contract amendment.

Legal Considerations: The amendment Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the amendment Agreement for banking services and authorize the Mayor to sign.

Attachment: Amendment to Banking Services Agreement

AMENDMENT NO. 4
TO
BANKING SERVICES AGREEMENT

THIS AMENDMENT NO. 4 to the AGREEMENT, made and entered into on this ____ day of _____, 2009, by and between the CITY OF WICHITA, KANSAS (hereinafter the "City") and INTRUST BANK, N.A. (Intrust Bank).

WHEREAS, the City and Intrust Bank are parties to original Agreement, dated January 7, 2003, under Formal Proposal 1999-39, Amendment No. 1 dated May 20, 2008, Amendment No. 2 dated December 2, 2008 and Amendment No. 3 dated June 2, 2009 in which Intrust Bank provides necessary banking services, and

WHEREAS, said Agreement will expire by its terms on December 1, 2009, and the parties wish to extend the same in order to permit the City ample time to solicit, receive and evaluate proposals for the provision of said services in the future.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

1. The original Agreement is hereby extended for the period of December 1, 2009 through August 31, 2010. All provisions of the original Agreement and Amendments other than the provisions for termination as of December 1, shall remain as originally set out and in full force and effect through August 31, 2010.

2. In the event that the extension provided for above is not sufficient to permit the City to solicit, receive and evaluate proposals for banking services, the parties agree that the Agreement may be further extended upon mutual consent of the City and Intrust Bank.

IN WITNESS WHEREOF, by the signatures affixed below, the parties have set their hands and seals the day and year first above written.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

ATTEST:

_____
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

INTRUST BANK, N.A.

_____
Signature

_____
Title (President or Corporate Officer)

Agenda Item No. XII-13

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Renewal of Contract: Victim's Rights Services

INITIATED BY: Department of Law

AGENDA: Consent

- -

Recommendation: Approve the Agreement with Correctional Counseling of Kansas and authorize the mayor to sign.

Background: Kansas law requires that municipalities provide notice to crime victims of certain court proceedings in conformity with the Victim's Bill of Rights contained in the Kansas Constitution and statutes. The City of Wichita has adopted Resolution. No. R-93-327 to implement these notification requirements. The services to implement this resolution have been provided to the City of Wichita through a contract with Correctional Counseling of Kansas.

Analysis: Correctional Counseling of Kansas has provided services in the past and is willing to continue to provide the services on behalf of the city to comply with the Kansas Constitution.

Financial Considerations: Funds in the amount of $39,385 have been approved in the contractuals line of the Law Department Budget for purposes of paying for this program in 2010. Additional amounts are provided to furnish office supplies and postage ($4,600), computer access ($2,880), and phones ($600). The amount of this contract remains the same as in 2009.

Goal Impact: Internal Perspective. The contract will provide for a function mandated by state law.

Legal Considerations: The City Attorney's office has prepared the Agreement and has approved it as to form.

Recommendations/Actions: Approve the Agreement and authorize the Mayor to sign.

Attachment: Agreement

A G R E E M E N T

THIS CONTRACT, dated as of this ____ day of December 2009, by and between the City of Wichita, Kansas (hereinafter called the City) and Correctional Counseling of Kansas, (hereinafter called the Consultant).

WITNESSETH THAT:

WHEREAS, the City wishes to engage the Consultant to provide victims' rights services in connection with the City's obligation to provide such services under the Kansas Constitution and K.S.A. 74-7333 and K.S.A. 74-7335; and

WHEREAS, Consultant is qualified and desires to provide such services to the City.

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. **SCOPE OF SERVICES**. The Consultant, 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 as outlined per Exhibit B.

SECTION 2. **TIME OF PERFORMANCE**. The services of the Consultant are to commence December 31, 2009, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period of 12 months ending no later than December 31, 2010, with option to renew for additional periods of 12 months thereafter if acceptable to the parties.

SECTION 3. **RECORDS, REPORTS AND INSPECTION**.

A. Establishment and Maintenance of Records. The Consultant shall establish and maintain such records as are prescribed by the City, with respect to all matters covered by this contract. Except as otherwise authorized by the City, the Consultant shall retain such 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 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 Consultant, 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. All reports, information, data and other related materials, prepared or assembled by the Consultant under this

contract, are confidential and shall not be made available to anyone without the prior written approval of the City.

D. Audits and Inspections. The Consultant shall at any time, and as often as the City may deem necessary, make available to the City for examination all its records and data for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 4. **CONFLICT OF INTEREST.** No member, officer or employee of the Consultant or its designees or agent or public official exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

SECTION 5. **DISCRIMINATION**.

A. 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, physical handicap, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L.88-352). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Consultant receiving funds pursuant to this contract.

B. The Consultant further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts of agreements" as provided in Exhibit A attached hereto.

SECTION 6. **COMPLIANCE WITH LOCAL LAWS**. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and the City of Wichita.

SECTION 7. **ASSIGNABILITY**. The Consultant 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 material which may be copyrighted, the author is free to copyright the work. The City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

SECTION 9. **PATENTS**. Any discovery or invention arising out of or developed in the course of work by this contract shall promptly and fully be reported to the City for determination by the City as to whether patent protection on such invention or discovery shall be sought and

how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to regulation of the Department.

SECTION 10. **USE AND DISPOSITION OF PROPERTY**. 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.

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

B. Total Payments. Total Payment to the Consultant, including amounts expended for support services in-kind (e.g., telephone and computer charges) will not exceed $47,465.00.

C. 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 at any time; or if the funds available to the City of Wichita are insufficient to permit continuation of this agreement.

SECTION 11. **TERMINATION CLAUSE**. Upon breach of the contract by Consultant, the City shall give consultant written notice of such breach and if the default is not remedied within 30 days of receipt of the written notification, City may terminate this contract. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 16, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any payments to the Consultant for the purpose of set off until such time as the exact amount of damages due the City from the Consultant is determined.

SECTION 12. **TERMINATION FOR CONVENIENCE**. The City may terminate this contract at any time by a notice in writing from the City to the Consultant. If the contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation the services actually performed bear to the total services of the consultant covered by this contract, less payments of compensation previously made:

Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Consultant during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Consultant, Section 16 hereof relative to termination shall apply.

SECTION 13. **AMENDMENTS**.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Consultant mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget over $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 14. **PERSONNEL AND SERVICES**. All services required herein will be performed by the Consultant under the direction of its Director. Any services which the Consultant deems necessary to assign to a subcontractor must first have written approval from the City unless otherwise specified in Exhibit B.

SECTION 15. **RENEGOTIATION**. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 16. **APPENDICES**. All exhibits referenced in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A	Non-Discrimination & Equal Employment Opportunity Statement
Exhibit B	Performance Criteria
Exhibit C	Confidentiality Statement

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

CORRECTIONAL COUNSELING OF KANSAS

_____
Shawna Mobley, Director

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.

Exhibit B

PERFORMANCE CRITERIA

PROGRAM SCOPE

Consultant shall provide full-time staffing of the Victim/Witness office at City Hall. A victim/witness coordinator will perform the following duties:

1. Provide written notification of public hearings, including:
   a. plea hearing;
   b. trial;
   c. sentencing; sentence modification or probation violation hearing;
   d. continuances, district court appeals, or appeals to the Kansas Appellate Courts;

2. Inform victims of their right to civil redress for harm suffered, mechanisms for requesting restitution, and remedies available through the Crime Victims Compensation Fund;

3. Supply victims with a copy of the Kansas Victims Bill of Rights;

4. Assist victims and witnesses in understanding their role in the criminal justice system and accompanying them during court proceedings, while ensuring their right to address the court;

5. Solicit input from victims regarding their view of the case and assessment of the assistance provided through the use of a standard form (Victim Impact Statement);

6. Attempt to address any safety or protection concerns of victims and/or witnesses;

7. Link victims and/or witnesses to community resources, as appropriate;

8. Provide quarterly reports to the City in form and substance approved by the City; and

9. Maintain office hours of 8:00 a.m. to 5:00 p.m. on those days City Hall is open to the public, which are generally Monday through Friday except for holidays.

10. Contact victims and witnesses for court proceedings as directed by the City Attorney or his designee.

11. Retrieve restitution information as directed by the City Attorney or his designee.

The violations of the City Code which have been identified as falling within the above requirements include, but are not limited to, the following generally categorized offenses:

a. Attempts and conspiracies of applicable crimes;

b. Assault;

c. Assault of a law enforcement officer;

d. Battery;

e. Battery of a law enforcement officer;

f. Permitting a dangerous animal to run at large;

g. Dog bite violations;

h. Unlawful restraint;

i. Lewd and lascivious conduct;

j. Sexual battery;

k. Driving under the influence of intoxicating liquor or drugs;

l. All offenses designated as “Domestic Violence”;

m. Draw deadly weapon; and,

n. Window peeping.

All services provided by Consultant to victims and will be coordinated with the City Attorney, or his designee, and other criminal justice staff. Computer access to court records will be provided by City. In those criminal cases defined by the City as “domestic violence” cases, the duties specified by paragraphs 4, 6, and 7 above will primarily be provided by the Domestic Violence Victim Advocate. It shall be the responsibility of the Consultant to coordinate the services under this agreement with the Domestic Violence Victim Advocate to avoid duplication of services.

In the event written notification of court proceedings is not deliverable by first class mail, Consultant will make every effort to contact victims or witnesses by telephone or other means..

Consultant will contract with interpreters in those cases where foreign-speaking victims and those with hearing or other communication impairments are involved, when necessary to ensure the victim understands his or her rights. Consultant will also ensure that all forms which may be produced for this program are prepared in a bilingual format.

A computerized data management system will be developed and maintained by the Consultant for the purpose of providing summary reports and evaluating program efforts. The record keeping associated with these services will be patterned after those of existing programs in other Kansas municipalities.

At the conclusion of the one-year contract period, Consultant will provide City an evaluation of the services and resources and recommendations for modifications to the Victims/Witness Program.

PROGRAM ADMINISTRATION

Operations and administration of the program on a day-to-day basis will be the responsibility of Consultant. Consultant shall report to the City Attorney or his designee.

It is mutually agreed by and between the City and the Consultant that the total funds available for this program will be $47,465.00, which will be paid as specified in the sections entitled Budget and Method of Payment.

BUDGET

The City shall expend a maximum of $47,465.00 for the program described in this contract. Said funds shall be used as follows:

Victims/Witness Coordinator	$26,360.00
Benefits, Fringes and Taxes	5,225.00
Program Administration	6,000.00
Documents/Forms/Office Supplies/Postage	4,600.00
Space Lease	1,300.00
Computer	2,880.00
Contractual Services (Interpreters)	500.00
Phone	600.00
TOTAL	$47,465.00

METHOD OF PAYMENT

The Consultant agrees payments under this contract shall be in accordance with established budgeting, purchasing and accounting procedures of the City of Wichita.

1. The City agrees to advance the Consultant $6,000 upon submittal of a written request for the advance. Said advance will be deducted in approximately equal amounts of $500.00 from monthly reimbursements.

2. The City agrees after the initial $6,000 advance, to pay the Consultant no more than $3,132.08 per month plus reimbursable expenses less the amount deducted for the advance upon submittal of a statement with supportive documentation as stipulated below.

3. The City and Consultant mutually understand and agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments can be made administratively unless it involves a significant change in categories of expenditures or a budget change over $10,000 which have to be approved as a contract amendment by the City Council.

4. Reimbursement for expenditures for commodities and contractors shall be made on the basis of a copy of invoices, tickets or billings. Consultant shall order forms through the Department of Law Office Administrator and the costs shall be charged directly against the budget for this contract. The budgeted amounts for the office space and computer also will be charged by the City directly against the budget for this contract.

5. The Consultant will ensure all costs are eligible according to the approved budget. The original documentation supporting all reimbursed expenditures will be retained by the Consultant for three (3) years after the final payment of expenditures made under this contract.

INSURANCE

Consultant shall procure and maintain a liability insurance policy which will protect the Consultant from error, omissions and negligent acts of the Consultant, its agents, officers and employees in the performance of the services rendered under this agreement. Such policy of insurance shall be in an amount of not less than $500,000.00 and shall name the City as an additional insured. Satisfactory certificates of insurance on all insurance shall be filed with the City by Consultant.

Consultant agrees to hold the City harmless from any and all claims, suits, actions or judgments brought or entered against the City arising out of Consultant's performance under the terms and conditions of this agreement, including attorney's fees; provided, however, nothing herein shall impose on Consultant any obligation to hold the City harmless from City's own negligence.

CONFIDENTIALITY

Consultant and all employees of Consultant who work in the program shall be required to sign the Confidentiality Statement attached hereto as Exhibit C and failure to abide by the terms of the statement shall be reason to exclude them from further participation in this contract.

Exhibit C

CONFIDENTIALITY STATEMENT

I, _____, understand that I will have access to confidential information in police officers' reports as part of my duties in the Victims' Rights Program.

As a condition of my employment, I agree not to disseminate any particulars of any case to anyone outside the City of Wichita Department of Law and Municipal Court, unless (1) such person has also signed a Confidentiality Statement or (2) I am ordered to do so by a court of competent jurisdiction. This includes but is not limited to, name, address, and phone number of the victim, defendant, or witnesses. All information used and gathered as part of this program shall be used exclusively for this program, excluding statistical information.

I further understand that this need for confidentiality does not end at the completion of my employment with the Victims' Rights Program. Therefore, once my appointment has finished, I will still maintain confidentiality on all cases within my knowledge.

Dated this _____ day of _____ 200_.

_____

Agenda Item No. XII-14.

CITY OF WICHITA
City Council Meeting
December 1, 2009

TO: Mayor and City Council Members

SUBJECT: Professional Legal Services – Workers' Compensation

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve the Agreement with Edward D. Heath, Jr., Attorney at Law, to provide workers' compensation professional legal services.

Background: The City retains outside legal counsel to provide legal advice and handle workers' compensation claims, litigation and related assignments. Because workers' compensation litigation has become a specialized area of law, it is necessary to retain outside legal counsel to perform these services.

Analysis: Because of the variety and volume of legal issues and services that the claims will generate, outside legal counsel will be utilized to assist the Department of Law and the Risk Manager in performing a broad range of professional services related to workers' compensation. To select legal representation in workers' compensation cases commencing in 2007, a request for proposals was sent to 11 local attorneys and law firms that handle workers' compensation matters. Four attorneys and firms responded to the request and two were interviewed by a panel. Those who were interviewed were evaluated on their experience, approach to problems, legal skills and knowledge, price and overall value. Mr. Heath was ranked the highest following the interviews, and was selected to provide services commencing in 2007. Mr. Heath has performed fully through 2007, 2008 and 2009 and has agreed to continue to perform for 2010, without an increase in annual cost.

Financial Considerations: This Agreement provides authority for $60,000, to be paid upon receipt of detailed billings of hourly work and expenses. Mr. Heath's hourly rate is $200/hour for settlement hearings and $100/hour for all other services. The charges are reasonable for the amount of legal services involved. Payment will be from the Workers' Compensation fund.

Goal Impact: Internal Perspective. The workers' compensation services under this Agreement will be for all departments.

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

Recommendations/Actions: Approve the Agreement with Edward D. Heath, Jr., Attorney at Law, to provide workers' compensation professional legal services, and authorize necessary signatures.

Attachment: Agreement

A G R E E M E N T

By and Between

THE CITY OF WICHITA, KANSAS

and

EDWARD D. HEATH, JR.
Attorney at Law

THIS AGREEMENT made and entered into effective as of the 1st day of January, 2010, by and between THE CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, having its principal office at 455 North Main Street, Wichita, Kansas (hereinafter called "City"), acting for and on behalf of its Department of Law (hereinafter called "City Attorney"), and Edward D. Heath, Jr., Attorney at Law, having his principal office at 700 N. Topeka, Wichita, Kansas (hereinafter called "Attorney").

WITNESSETH:

WHEREAS, City, through its City Attorney, is authorized by law to employ outside counsel to assist the City Attorney in his representation of the legal interests of the City; and

WHEREAS, Attorney is desirous of providing legal services for the City and the City is desirous of retaining the services of Attorney; and

WHEREAS, it has been deemed necessary for City to employ outside counsel to provide legal services for the City in connection with workers' compensation claims, litigation and related assignments.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Attorney shall be retained by City to provide professional services in connection with workers' compensation claims, litigation, and related assignments as assigned by the City Attorney.

2. Attorney shall be compensated for professional services on the basis of time spent and

actual expenses incurred in performing services for and on behalf of the City of Wichita, except as noted. Attorney shall be compensated by the City on an hourly rate not to exceed One Hundred Dollars ($100.00) per hour. Attorney shall be compensated for professional services associated with "Friendly Settlement Hearings" at a flat rate of Two Hundred Dollars ($200.00) per hearing. In no event, however, shall the total compensation pursuant to this contract exceed the sum of Sixty Thousand Dollars ($60,000.00), unless specifically authorized by the City Council of the City of Wichita, Kansas.

3. In addition, City agrees to pay the reasonable and necessary expenses and disbursements incurred by Attorney at the following rate:

a.	In-House photocopying	$0.15 per page
b.	Long Distance	Actual cost incurred
c.	Out of town mileage	$0.43 per mile

4. Payments for professional services and expenses shall be made upon presentation of statements for the same as approved by the City Manager. There shall be no further compensation for services rendered or for expenses incurred in addition to those specified above in the absence of prior written consent.

5. This Agreement may not be assigned, transferred, or in any way disposed of by Attorney without first having obtained written approval from the City Manager or City Council of the City of Wichita, Kansas.

6. Attorney agrees that he will be available at all times for conferences and consultation with the City Council, the City Manager and/or the City Attorney throughout the term of this Agreement.

7. It is further understood and agreed that because of the responsibilities of the City Attorney under the statutes of the State of Kansas, the name of the City Attorney will appear on all documents and pleadings and Attorney will send no documents, applications or opinions of any kind to any agency or entity on behalf of the City, any of its agencies or departments, without consultation with the City Attorney or his designee, unless specifically requested to do so by the City Council or the City Manager. This Agreement contains no authorization for

Attorney to sign any papers or documents in the name of the City Attorney. Further, it is understood and agreed that Attorney shall have no authority to contract or incur any liability, cost or expense on the part of the City, except as may be authorized by this Agreement or specifically authorized in writing by the City Attorney.

8. The term of this Agreement shall be January 1, 2010 through December 31, 2010, unless sooner terminated as provided below. This Agreement may be renewed for an additional one-year term, upon mutual consent of the parties.

9. This Agreement is subject to cancellation by the City, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the Attorney. In the event of such termination prior to the expiration of the term of this Agreement or renewal, Attorney shall be paid for expenses and services rendered and for which payment has not been made.

10. In the event of termination, all files, exhibits, notes, research and other materials relating to any matter being handled by the Attorney pursuant to this Agreement will be turned over to the City upon termination, without regard to whether payment for services has been fully paid, unless otherwise agreed by the parties.

11. Attorney agrees to maintain professional liability coverage during the term of this Agreement, with the limits of such coverage to be not less than $1,000,000.00.

12. Attorney agrees that he will observe the provisions of the Wichita Ordinance Against Discrimination and will not discriminate against any person in the performance of services under this Agreement because of race, color, sex, religion, national origin, ancestry, marital status, age or physical handicap, except where age or physical handicap is a bona fide occupational qualification.

IN WITNESS WHEREOF, this Agreement has been executed on December __, 2009, to take effect as of the day and year first above written.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

_____
Edward D. Heath, Jr.
Attorney at Law

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Contract Renewal with Sedgwick County for Housing First Funding

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract agreement renewal and authorize the necessary signatures.

Background: In 2006, the Wichita City Council and the Sedgwick County Commission authorized a Task Force on Ending Chronic Homelessness. The Task Force held meetings and conducted research over an 18-month period, and presented its recommendations to both elected bodies in March, 2008. One of the recommendations was the creation of a Housing First program, which both governmental units endorsed. It was later agreed that the costs for the rental subsidies for the Housing First program would be evenly split between the City of Wichita and Sedgwick County, and that the City of Wichita would administer the program.

Analysis: Housing First is a national model which has proven to be effective in addressing the needs of chronically homeless persons. In this program, permanent housing is provided in apartments located in scattered sites in the community, for chronically homeless persons. In Wichita, Housing First participants are required to meet weekly with a case manager and to adhere to the terms of their lease. Rent is provided for the units until such time as the participant can live independent of the assistance, or until/unless some other housing arrangement is deemed more appropriate.

Since the program began housing people in March, 2009, a total of 63 have been placed (as of October 31, 2009). Most have done well, although there have been four terminations for program violations. However one person left the program because his income increased and he didn't need it. Another moved out of the state to be closer to family, and a third entered a treatment facility.

Financial Considerations: The 2010 budget for rent for 64 units of housing for is $382,736. The City Council has approved funding from the General Fund and federal funds, equal to half this amount. Sedgwick County has approved funding for the balance: $191,368. This is the second year of funding for the program.

Goal Impact: Approval of this funding will impact the Economic Vitality & Affordable Living goal.

Legal Considerations: The contract agreement renewal has been approved as to form by the City Attorney's office.

Recommendations/Actions: It is recommended that the City Council approve the contract agreement renewal and authorize the necessary signatures.

Attachments: Contract agreement renewal.

AGREEMENT

This contract entered into as of this _____ day of _____2009, by and between the City of Wichita, a municipal corporation, hereinafter referred to as "City or Contractor," and Sedgwick County, Kansas hereinafter referred to as "County."

WITNESSETH:

WHEREAS, City and County formed a Taskforce to End Chronic Homelessness (TECH) to develop a plan to effectively address the needs of people experiencing chronic homelessness; and

WHEREAS, the TECH plan to end chronic homelessness included implementation of a Housing First model program; and

WHEREAS, County wishes to contract with City for implementation of a Housing First model as hereinafter described.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto do agree as follows:

1. Employment: County hereby agrees to engage City as an independent contractor and City hereby agrees to fulfill the purpose, goals and objectives specified in Appendix B – Purpose and Outcomes.

2. Term: The term of this contract shall be for a period of one year, commencing January 1, 2010 and ending December 31, 2010.

3. Scope: City shall do, perform and carry out implementation of a Housing First Model Program to serve chronically homeless individuals with a disability (as defined by the U.S. Department of Housing and Urban Development) in a satisfactory and proper manner, as determined by County and in conformance with the criteria outlined in Appendix B – Purpose and Outcomes.

4. Compensation: City and County expressly understand and agree that in no event shall the total, full and complete compensation and reimbursement, if any, paid hereunder to City for performance of this contract exceed the maximum cash amount of $191,368.00 for rent support for approximately 32 apartments. Payments will be made monthly on a reimbursement basis upon receipt of an invoice detailing expenditures for the prior month. An invoice is required for payments to be processed. Additionally, City agrees to report to County quarterly as outlined in Appendix B – Purpose and Outcomes.

5. Indemnification Agreement. Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any

employee or agent of that party to the degree such indemnification is allowed by law. Provided, however, that such indemnification shall not be required to the extent that either the indemnified party or the indemnifying party has (or but for the indemnity, would have) a defense against or limitation of the subject liability under the Kansas Tort Claims Act.

6. Termination of Contract.

A. Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto. When this contract is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Whether this contract is canceled by County or Contractor as provided herein, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

7. Incorporation of Appendices: Appendix A – General Contractual Procedures; Appendix B – Purpose and Outcomes; and Appendix C - Budget are attached hereto and made a part hereof as if fully set out herein.

IN WITNESS WHEREOF, City and County have executed this contract as of the day and year first above written.

SEDGWICK COUNTY, KANSAS	CITY OF WICHITA, KANSAS
_____	_____
Kelly Parks, Chairman Board of County Commissioners	Carl Brewer, Mayor
ATTEST:	ATTEST:
_____	_____
Kelly B. Arnold, County Clerk	Karen Sublett, City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
Jennifer Magaña, Deputy County Counselor	Gary E. Rebenstorf, Director of Law

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APPENDIX A

GENERAL CONTRACTUAL PROVISIONS

1. AUTHORITY TO CONTRACT.

A. Affirmation of Legal Authority. City (herein referred to as “Contractor”) assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor'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 Contractor to act in connection with the application and to provide such additional information as may be required.

B. Required Documentation. Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary. This subparagraph B shall not be applicable if the Contractor is a Kansas Municipal Corporation.

2. RELATIONSHIP of PARTIES.

It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

3. PERSONNEL.

A. Qualified Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.

B. Minimum Wages. Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

C. Employee Conflict of Interest. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

D. Contractor’s Safeguard. The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

E. Participant Safeguard. Contractor certifies that:

1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;

2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and

3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.

4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the County. The Director's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Contractor shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Contractor would have no other reasonable way of knowing of these acts.

F. It is understood that this contract may be revoked at the discretion of the County if Contractor is in violation of Subsection E.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 3.

4. PROHIBITION OF CONFLICTS OF INTEREST.

A. Interest of Public Officials and Others. No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

B. Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

C. Employee Conflicts. Situations in which 1)an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in Section Twenty (20) below. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor's competitors.

D. Notice to Bidders. Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. FUNDING.

A. Reprogramming of Funds. It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.

B. Inability to Perform Contract. It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

C. Cash Basis and Budget Laws. The right of the parties 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 each party shall at all times stay in conformity with such laws, and as a condition of this Agreement each party 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.

D. Non-Supplanting Existing Funds. Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

E. Unexpended funds. It is agreed by Contractor and County that upon termination or expiration of the contract, any unexpended funds shall be returned to County.

6. PROGRAM INCOME.

Contract-related program income, if generated, shall be collected by Contractor and reported to County on Contractor's quarterly reports, required in Section Seven (7) below. Program income shall be defined as gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the contract, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights. Interest earned on advances of County funds is not program income. Except as otherwise provided in County contract requirements, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc, or interest earned on any of them. Unless otherwise stated in the contract, program income earned during this contract term shall be retained by Contractor and shall be added to funds committed to the project by County and Contractor and used to further eligible project or program objectives.

7. RECORDS, REPORTS AND INSPECTION.

A. Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement 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 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 to both parties to this agreement.

B. Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

C. Reports. During the term of this contract, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

D. Audit. Contractor shall provide for an annual independent audit of its financial records and shall provide a copy of said audit to County annually. With the copy of the audit Contractor shall include a copy of the audit letter to management and agency response. If not otherwise required by law to perform an audit and upon approval by County, Contractor may provide a copy of a financial balance sheet developed by a reputable accountant/accounting firm instead of a formal audit.

E. Availability of Records. Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

F. Contractor’s Purchasing Procedure. Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

G. Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

8. METHOD OF BILLING AND PAYMENT.

A. Billing Procedures. Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed on page 1 at paragraph 4 of this

contract, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

B. Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Seven (7) above.

C. Reimbursement Restrictions. Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

D. Pre-disbursement Requirements. Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.

E. Mailing Address. Payments shall be mailed to Contractor's address as listed in paragraph 20 below.

9. PARTICIPANT INPUT.

Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.

10. LICENSES AND PERMITS.

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

11. INSURANCE REQUIREMENTS

Contractor shall annually provide evidence of its self-insured status upon request. Contractor shall also annually provide evidence of Professional Liability insurance, as appropriate.

12. EPA APPROVED BUILDING.

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

13. HANDICAPPED ACCESSIBILITY.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

14. ASSIGNMENT.

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

15. SUBCONTRACTING.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

16. PUBLICATION OF CONTRACT RESULTS.

A. Copyright. If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

B. Documentation of originality or source. All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from County.

17. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES. A. Service Standards and Procedures. Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix B which covers the specific purpose and outcomes of this agreement.

B. Governing Law. This contract shall be interpreted under and governed by the laws of the State of Kansas.

C. Compliance With Law. Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

D. Access to Meetings. Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

18. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

In carrying out this contract, Contractor 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. Contractor 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, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Contractor fails to comply the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.

D. If 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, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

E. Contractor 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 employees during the term of this contract; or 2) whose contracts with the County cumulatively total $5,000.00 or less during the fiscal year of the County pursuant to *K.S.A. 44-1031(c)*.

19. TERMINATION OF CONTRACT.

A. Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto. When this contract is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Whether this contract is canceled by County or Contractor as provided herein, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

20. INDEMNIFICATION AGREEMENT.

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law. Provided, however, that such indemnification shall not be required to the extent that either the indemnified party or the indemnifying party has (or but for the indemnity, would have) a defense against or limitation of the subject liability under the Kansas Tort Claims Act.

21. NOTIFICATION.

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Division of Human Services
Attn: Deborah Donaldson, Director
635 N. Main,
Wichita, KS 67203-3752
PHONE (316) 660-7600
FAX (316) 383-7925

Sedgwick County Legal Department
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Contractor: City of Wichita
Mary K. Vaughn, Housing Director
332 N. Riverview
Wichita, Kansas 67203

City of Wichita Legal Department
Attn: Contract Notification
City Hall, 455 North Main
Wichita, KS 67202

22. Amendments to Agreement.

To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Any change which affects contract objectives must be approved by COMCARE and the Sedgwick County Board of Commissioners. Line item changes to the approved Appendix C- Budget

(where applicable) exceeding ten percent (10%) or $5,000 (whichever is less) must be presented to and approved by the Executive Director of COMCARE.

APPENDIX B – PURPOSE AND OUTCOMES

CITY OF WICHITA – HOUSING FIRST INITIATIVE

It is mutually agreed by and between County and City that it is the purpose of this contract for City to implement a Housing First model program to serve chronically homeless individuals with a disability (as defined by the U.S. Department of Housing and Urban Development) through its Housing and Community Services Department.

1 . GENERAL PROVISIONS.

A. It is understood that City's records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.

B. It is mutually agreed by and between County and City that this contract will be evaluated by County in terms of meeting purpose and outcomes.

C. City shall provide written notice to the Director of Human Services if it is unable to provide the requested quantity or quality of service. This written notice shall include a plan to address the issues affecting quantity and/or quality of services being provided.

D. City agrees to submit a program progress report covering the outcomes as listed below by the 15th day of the month following each calendar quarter. Financial reports are due no later than the 15th day of the month following the end of each calendar quarter. Reports should be in a format acceptable to County. A report template is available. The report should be sent to the COMCARE Contractor Administrator (e-mail address available upon request). The program progress report should address the outcomes as stated in the contract. Financial reports should provide a line item account of how the funds were expended over the last quarter in accordance with the budget as set out in Appendix C. If the reports are not received by the aforementioned deadline, City may be subject to suspension of payment until the reports have been received and approved.

E. Sedgwick County funds will only be used to serve chronically homeless individuals with a disability (as defined by the U.S. Department of Housing and Urban Development).

2. SERVICE DESCRIPTION.

A Housing First program is designed to end homelessness and support recovery for individuals who are homeless and have a disability. The Housing First model is based on the belief that housing is a basic need and on a theoretical foundation that emphasizes consumer choice and harm reduction. The program addresses homeless individuals' needs from a consumer perspective, encouraging them to define their own needs and goals, and

provides immediate housing (in the form of apartments located in scattered sites) without any prerequisites for treatment.

Consumers' tenancy is not dependent on their adherence to treatment. Program staff work with consumers through housing loss, hospitalization, or incarceration and helps consumers obtain housing after these episodes. While consumers can refuse services, the program requires them to meet with a staff member at least four to six times per month to ensure their safety and well-being.

Important components for all Housing First programs include:

a) Case management is utilized to coordinate services that follow a housing placement;
b) Housing is not contingent on the consumer's willingness to accept treatment services;
c) Consumers are encouraged but not required to take medications or abstain from using substances to participate;
d) Service plans are individualized and client driven;
e) Assistance locating rental housing and lease negotiation, as well as relationship building with private market landlords;
f) Housing placement is not time limited; and,

Sedgwick County is allocating $191,368.00 for approximately 32 apartments in the Housing First Model Program. It is anticipated that 16 of the 32 apartments will be one-bedroom apartments but the figure can be adjusted contingent on County approval. Up to $10,000 is budgeted for repairs.

3. OUTCOMES.

City agrees to report on outcomes quarterly. Performance reports are due by the 15th day of the month following the end of the calendar quarter. Reports should be submitted to the attention of the COMCARE Contract Administrator at 635 N. Main, Wichita, KS 67203.

1. Maintain fidelity to the model as evidenced by adherence to the components listed above.
2. Reduction in length of stay in shelters as measured by time Housing First consumers spent in shelters during the last year as compared to length of time spent in shelters during the current year.
3. Number of consumers referred for Housing First services, placed in Housing First apartments, and number of consumers continuing in the Housing First program.
4. Reduction in subsidy amounts needed to continue housing participants, due to increases in participant income.
5. Reduction in homelessness for program participants as measured by consumers not re-entering the shelter system.
6. Number of positive exits from the Housing First program.

APPENDIX C – BUDGET

CITY OF WICHITA HOUSING FIRST PROGRAM0

EXPENDITURE	BUDGETED AMOUNT
Rent and Security Deposit	$181,368
Repairs	$10,000
TOTAL	$191,368

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Amendments to Park Board Bylaws. (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Receive and file the amendments.

Background: One of the Board of Park Commissioner's goals for 2009 was to review and amend their bylaws. The bylaws had not been updated since 1985. Staff reviewed the existing bylaws and prepared amendments which were approved by the Board at its November meeting.

Analysis: The amendments to the bylaws:

1. Set forth the Board's duties and responsibilities as established by Charter Ordinance 125 and Section 2.12.330 of the Code of the City.

2. Change the time of Park Board meetings from 3:30 on the second Monday of each month to 3:00 p.m. on the third Monday of each month.

3. Recognize the Board's function, pursuant to City Council Policy 13, to serve as the naming committee for property used for park and recreation functions.

4. Provide for the electronic dissemination of agendas and meeting notices to board members.

5. Establish time frames and procedures for staff and board members to place items on the Board's agendas.

Financial Considerations: None.

Goal Impact: Improve and Sustain Quality of Life.

Legal Considerations: The amendments have been prepared by the Law Department and are approved as to form.

Recommendations/Actions: It is recommended that the City Council receive and file the amendments to the Board of Park Commissioners Bylaws.

Attachment: Bylaw amendments.

BYLAWS

Board of Park Commissioners
City of Wichita, Kansas

Article 1

Purpose and Organization

Section 1. The purpose of the Board of Park Commissioners of the City of Wichita, Kansas, shall be to hold title to park property as set forth in Charter Ordinance No. 125; counsel the governing body of the City relative to the park and recreation activities of the City; provide input and advice regarding policies and procedures regulating conduct in park and recreation facilities; to be the official naming committee for parks and open space per City Council Policy 13; and to have such duties as may have been or may hereafter be conferred by the City of Wichita. The Board is established by Charter Ordinance No. 125 and Section 2.12.330, et seq. of the Code of the City of Wichita.

Section 2. In accordance with Section 2.12.340 of the Code of the City of Wichita, the Board shall be composed of seven (7) members to be appointed by the City Council of the City of Wichita; one (1)appointee made by each Council Member and Mayor. Appointees shall be permanent residents of the City of Wichita. No member shall hold any elected public office. If any member of the Park Board removes his or her residence from the City of Wichita, or is elected to any public office, or otherwise becomes disqualified to serve, such position shall thereupon be deemed vacant and reappointed by City Council.

All Board Members shall hold their offices for a term of two (2) years, or until his or her successor shall be appointed and qualified. Such terms shall be limited to eight (8) consecutive years of service for all appointments. A former member may be re-appointed after a period of two (2) years following eight (8) years of consecutive service. In the event of the death, resignation or other disqualification of any member, his or her successor shall be appointed to fill only the unexpired term caused by such vacancy.

Any member of the Board may be removed by the City Council of the City of Wichita for the same cause as any appointed officer.

Article II

Power and Duties of the Park Board

Section 1. The Board shall be vested with such powers, authority and control as are set forth in Charter Ordinance No. 125, Section 5, and ordinances of the City of Wichita.

Section 2. The Board shall monitor the planning, coordination, and execution of the city's park and recreation programs and facilities by the Department of Park and Recreation. It shall advise the City Manager and City Council on such matters and promptly report in writing any instance of environmentally irresponsible action taking place in any city park to the City Manager and City Council. See: Section 2.12.350.

Section 3. The Board shall evaluate sites and facilities suitable for the present or future use of residents of the city and make recommendations relative to the acquisition or disposition of any land used or to be used for public park and recreation purposes. The Board shall give notice and conduct public hearings on behalf of the city and shall make recommendations to the City Council relative to all such acquisition or disposition of such land. See: Section 2.12.350.

Section 4. The Board shall continue to hold title to property previously held and to act upon the sale or disposition of all park property in accordance to the provisions of Charter Ordinance No. 125, Section 5(a). See: Section 2.12.350.

Section 5. The Board shall make recommendations concerning operating budget priorities for park and recreation services. See: Section 2.12.350.

Section 6. The Board shall make recommendations on park projects and their priority for the capital improvement program. See: Section 2.12.350.

Section 7. The Board shall solicit grants and gifts of sites, facilities, and funds and seek the cooperation of agencies and groups in the development and maintenance of park and recreational facilities. See: Section 2.12.350.

Section 8. The Board shall make recommendations on development, maintenance, and improvement needs of golf courses. See: Section 2.12.350.

Section 9. The Board shall recommend financing mechanisms for the implementation of the park and open space plan. See: Section 2.12.350.

Section 10. The Board shall have such other responsibilities as may be assigned from time to time by the City Council. See: Section 2.12.350.

Section 11. The City Council shall seek the advice and counsel of the Board of Park Commissioners before taking action on policy matters that pertain to duties set forth in Section 2.12.350. (Ord. No. 40-949 § 5)

Section 12. In all formal matters the Board shall act by Resolution. All notices required by law to be given by publication shall be published in the official city paper.

Section 13. Before entering upon the duties of the office, the members of the Board shall subscribe to an oath of office.

Section 14. In the event the Board is required to have a seal, it shall adopt the same having the word "Seal" in the center thereof, and the words "The Board of Park Commissioners of the City of Wichita, Kansas" in the outer circle.

Section 15. The Board will establish and review goals on an annual basis.

Section 16. Any member of the Board of Park Commissioners shall be removed from office by the City Council after due notice and hearing for nonattendance at three (3) consecutive meetings, or for absences of more than fifty (50) percent of the meetings held during any twelve (12) month period of time. A meeting cancelled for lack of a quorum is considered a meeting for purposes of recording attendance. The Clerk will provide written notice to the non-attending Board Members and the City Manager. A vacancy shall be declared unless the Board Member requests a hearing before the City Council within ten (10) days after notice is provided.

Article III

Meetings of the Board

Section 1. The Board shall meet at least once each month. Regular meetings of the Board shall be held on the third Monday of each month at 3:00 p.m. in the office of the Board of Park Commissioners, City Hall 11th Floor, Department of Park and Recreation, or at any other time or in any other facility designated at the previous meeting by the Board of Park Commissioners, or by prior written notice of the meeting by the Director of Park and Recreation or his/her designee. When the date of a regular meeting comes on a legal holiday, the President of the Board shall designate the date of the next regular meeting.

Section 2. The Clerk shall prepare a notice of the meeting and an agenda of all matters to come before the Board and mail or electronically disseminate the same to the Board Members no later than the Wednesday preceding the regular meeting. A copy of the agenda shall also be furnished to the City

Manager. Any member of the Board may cause matters to be placed on the agenda by advising the Clerk no later than 12:00 o'clock noon on the Tuesday preceding the regular meeting.

Section 3. Special meetings of the Board may be called by the President at any time by giving suitable notice of the time and place of such meeting to all the members thereof, and may also be called upon the request of any four (4) or more members.

Section 4. A quorum shall consist of a majority of the members of the Board appointed and qualified at any given time.

Section 5. All meetings of the Board shall be conducted in accordance with Robert's Rules of Order except insofar as modified by these Bylaws and the rules and procedures as adopted by the Board.

Article IV

Officers and Duties

Section 1. The officers of the Board shall be as follows:

President, who shall be elected by the Board from its members and shall preside at all meetings of the Board and shall sign, execute, act and deliver for the Board all contracts, warrants and documents of any kind required or authorized to be signed or delivered by the Board.

First Vice President, who shall be elected by the Board by its members and, in the absence or disqualification or disability of the President, shall perform the duties of the President and act in place of the President, with the full power and authority which the President would have were the President in attendance.

Second Vice President, who shall be elected by the Board by its members, in the absence or disqualification or disability of the President and the First Vice President, shall perform the duties of the President and shall act in place of the President with the full power and authority which the President would have were the President in attendance.

Clerk, who is not a member of the Board, shall be present at all meetings and shall keep a complete record of all proceedings of the Board and shall perform such other duties as may be required by law or ordinance.

Section 2. The election of officers shall be held on the third Monday in September of each year, provided that all new appointments to the Board have been made and the new appointments have qualified for Board membership prior thereto, otherwise the election shall be held as soon thereafter as the appointments have been made and the members have qualified for Board membership.

Section 3. The Board shall appoint such other officers as may be required by law or ordinance, or as the business of the Board demands.

Section 4. The Clerk of the Board shall, when required by law, authenticate by the seal of the Board and the Signature of the Clerk, the signature of the President.

Section 5. The Director of Park and Recreation of the City of Wichita, or his/her designee, shall serve as a non-voting ex officio member of the Board

Article VI

Amendments to Bylaws

Section 1. The Board may, by a two-thirds majority vote thereof, amend these Bylaws or any provisions or section thereof at any time when the same is not in conflict or in contravention of any of the laws of the State of Kansas or ordinances applicable thereto. Such amendments shall be subject to approval by the City Council. Notice of the proposed amendments shall be furnished by the Clerk to the Board members no less than ten (10) days prior to the meeting at which-the amendments are to be considered. A copy of the Bylaws, and any amendments thereto, will be filed with the office of the City Clerk.

Article VII

Previously Adopted Bylaws Rescinded

Upon adoption and approval of these Bylaws as provided herein, all previously adopted Bylaws governing the Board of Park Commissioners of the City of Wichita, Kansas, are and shall be hereby rescinded.

The above and foregoing Bylaws are hereby adopted as the Bylaws of the Board of Park Commissioner of the City of Wichita, Kansas and shall become effective on January 01, 2010.

Dated this _____ day of _____, 2009.

_____

Bryan Frye, President

_____

Lee Ann Sack, Clerk

Agenda Item XII-17

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council Members

SUBJECT: Amendment of Contract for Labor Negotiation Consultant Legal Services

INITIATED BY: Department of Law/Human Resources

AGENDA: Consent

Recommendation: Approve the contract amendment for the City's Labor Negotiation Consultant

Background: In 2006 the City entered into a contract with the McAnany, VanCleave and Phillips law firm to serve as the City's Labor Negotiation Consultant. The City of Wichita employs approximately 3,300 employees and has 5 union contracts, with four labor organizations: IAFF, FOP, SEIU and Teamsters. The consultant has been assisting the City in conferring with these labor organizations for future labor contracts, as well as representing the City in a labor-related lawsuit in federal court.

Analysis: The City relies upon qualified legal counsel to provide professional consultation and legal services in connection with union negotiations. The firm acts as a consultant and advisor on an as needed basis and provides professional consulting services to the City in connection with the negotiation of union contracts. It is also continuing to represent the City in a labor-related lawsuit in federal court. Based on the high quality service provided by the firm and the continuing nature of union negotiations, it is recommended that the firm be retained to the completion of all the matters with which it is involved.

Financial Considerations: The contract amendment is for an amount of $10,000. The hourly rate and expense items for the legal and consultation services are the same as the original contract.

Legal Considerations: The Department of Law drafted the Amendment to the Agreement for Professional Services for the City's Labor Negotiation Consultant and approved it as to form.

Goal Impact: Provide a Safe and Secure Community.

Recommendation/Action: Approve the amendment to the contract and authorize the Mayor to sign.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

By and Between

THE CITY OF WICHITA, KANSAS

and
ATTORNEYS
McANANY, VAN CLEAVE & PHILLIPS, P.A.

THIS AGREEMENT made and entered into this _____ day of December, 2009, is an amendment to the Agreement originally executed July 11, 2006 (hereinafter, the "July 2006 Agreement"), and amended on February 13, 2007 and April 9, 2007, by and between THE CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, having its principal office at 455 North Main Street, Wichita, Kansas (hereinafter called "City"), and McAnany, Van Cleave & Phillips, P.A. (hereinafter, the "Attorneys").

WITNESSETH:

WHEREAS, pursuant to the July 2006 Agreement, the Attorneys were retained by the City to provide legal services in connection with 2006 negotiations and matters related to labor relations; and,

WHEREAS, the initial $75,000 amount authorized as compensation for the Attorneys was in the July 2006 Agreement, and the subsequent amendments permitted additional expenditures of $20,000 and $60,000, respectively; and,

WHEREAS, it has become necessary to amend the provisions of the Agreement to permit additional expenditures up to $10,000 for negotiations and matters related to labor relations.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Paragraph 7 of the July 2006 Agreement, as amended by the February 13, 2007 amendment and the April 9, 2009 amendment, is hereby modified and amended to read as follows: "In no event shall the total compensation, including fees and expenses, pursuant to this Agreement exceed the sum of One Hundred Sixty-Five Thousand Dollars ($165,000), unless specifically authorized by the City Council of the City of Wichita, Kansas."

2. In all other respects, the terms and provisions of the July 2006 Agreement, as amended, between the parties hereto shall remain in force and effect as the same were previously approved by the parties.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

THE CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

McANANY, VAN CLEAVE & PHILLIPS, P.A.,

By_____

Agenda Item No. XII-17a.

City of Wichita
City Council Meeting
December 1, 2009

TO: Mayor and City Council

SUBJECT: Heartland Preparedness Center Memorandum of Agreement (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

- -

Recommendation: Approve the Memorandum of Agreement (MOA).

Background: On June 17, 2008, the City Council approved a land lease contract developed by the City of Wichita's Law Department and the Kansas Adjutant General's Department for the Heartland Preparedness Center to meet requirements to secure the FY 2011 Federal dollars.

Analysis: The Kansas Adjutant General's Department is requesting a MOA between the City of Wichita and the Kansas Military Board on behalf of the Kansas National Guard outlining the lease agreement, terms of premises use, maintenance, access, and design prior to, during, and after the construction of the Heartland Preparedness Center Project. In a cooperative effort between the City of Wichita Law Department and Kansas National Guard representatives, the MOA has been produced and signed by the appropriate members of the Kansas National Guard, and the Kansas Military Board. The Kansas National Guard has submitted the document for City Council approval, and appropriate signatures.

Financial Considerations: The MOA has zero financial impact on the project.

Goal Impact: The Heartland Preparedness Center satisfies the Safe and Secure Community Goal by combining the National Guard, Marine Reserves, and City/County law enforcement community needs into a facility that will put Wichita and Sedgwick County in a position of national leadership in meeting the needs of local homeland defense.

Legal Considerations: The Law Department has approved the MOA as to form.

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

Attachments: Memorandum of Agreement.

Exhibit C

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

CITY OF WICHITA

AND

KANSAS MILITARY BOARD

ON BEHALF OF

KANSAS NATIONAL GUARD

This Memorandum of Agreement (MOA) is made this _____day of _____, 2009, between City of Wichita, Kansas, (hereinafter "the City"), and the Kansas Military Board (hereinafter "KMB") on behalf of the Kansas National Guard (hereinafter "the Guard"). The parties to this MOA, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

WHEREAS, The City agreed to lease to KMB by long term lease (expiring on December 31, 2107), and the KMB exercised its option to lease the Premises from City beginning on May 31, 2009 (hereinafter "the Lease"); approximately forty five (45) acres (hereinafter "the Premises") (See Exhibit "A", Site Plan, Legal Description,) for the purpose of constructing a National Guard Readiness Center and a Field Maintenance Shop (FMS) and

WHEREAS, it is the intent of Each Party to construct improvements on the Premises and that the Premises in its entirety is to be called the Heartland Preparedness Center and in accordance with the Lease, the City will fund construction of mutually agreed to infrastructure improvements and bring utilities to the site and Guard agrees to fund construction of the National Guard Readiness Center and FMS.

WHEREAS, in accordance with Special Provision 9 of the Lease, the City and the KMB agreed to enter into a Memorandum of Agreement for co tenancy on the Premises.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
(General)

This MOA in no way restricts either Party from participating in similar activities with other public or private agencies, governments, or individuals.

ARTICLE II
(National Guard Facilities)

1. The KMB and National Guard agree to construct National Guard facilities in harmony with agreed to master planning documents. It is the intent of the National Guard to allow the City to gain limited use of portions of the National Guard Readiness Center for official City purposes so as not to interfere with National Guard mission requirements. Spaces to be made available for limited City use may include: parking space, classrooms, small arms simulator room, kitchen facility, drill hall, restrooms, and/or break room.

2. Priority in the scheduling of shared use spaces will be given to the Guard for scheduled training periods, unit mobilization, and during disaster or National Defense Emergency. It is understood that due to heightened security the National Guard may restrict access to National Guard facilities for prolonged periods as determined by The Adjutant General of Kansas. The National Guard will make every reasonable effort to accommodate scheduled police/first responder training during such times.

3. The City will compensate the Guard by a mutually agreed to fee for their use of National Guard facilities which will cover cost of utilities consumed and the proportional sustainment, restoration, and maintenance cost of specific areas used.

ARTICLE III
(City of Wichita Facilities)

1. The City intends to construct a municipal facility for the City of Wichita and/or Sedgwick County use. The City will site their facility on the Premises so as to preserve DOD and National Guard Anti-Terrorism/Force Protection (AT/FP) buffer requirements, unless otherwise mutuality agreed to.

2. The Guard will, when requested, return land to the City at no cost to the City, this being a portion of the Premises needed to site and gain access to the proposed municipal facility; in harmony with master planning documents (See Appendix B). The City will pay the cost of the survey for a new Premise boundary and associated recording fees.

3. It is the intent of the City to allow the Guard to gain limited use of portions of the future City municipal building so as not to interfere with City requirements. Spaces to be made available for limited Guard use may include: parking space, classrooms, auditorium, and/or restrooms.

4. The Guard will compensate the City by a mutually agreed to fee for their use of City facilities which will cover cost the utilities consumed and proportional cost of sustainment, restoration, and maintenance cost of specific areas used.

ARTICLE IV
(Access to Facilities)

1. Following mutual agreement that satisfies National Guard heavy vehicle access requirements, the National Guard will comply with the terms of a separately developed Memorandum of Understanding between the City of Wichita and Union Pacific Railroad regarding access from Hillside Avenue to the northeast side of the Premises.

2. Each Party shall be responsible for controlling access to their own facilities. Neither the National Guard nor the City shall limit access to the others party's facilities.

3. The City, the Union Pacific Rail Road Company, and the Kansas Department of Health and Environment; or their authorized agents shall be granted accesses to sites on the Premises used for environmental monitoring and remediation. If the sites desired for this purpose are located inside National Guard gated areas, access will be pre-coordinated with the National Guard facility manager. The National Guard shall be entitled to require, as a pre-condition to access to the Premises, that the Party seeking access agrees to reasonably restore these sites to their pre-testing condition, upon completion of the approved activities.

ARTICLE V
(Utilities, Maintenance, and General Care of Premises)

1. Utilities. Each Party shall be responsible for providing and paying for all monthly utilities within their building on the Premises. On completion of the City Municipal Building, the cost of utilities associated with shared facilities such as parking lot security lighting may then be split proportionally based on Each Party's shared use of the exterior facility.

2. Grounds Maintenance. The Guard shall be responsible for grounds maintenance of the entire Premises until construction of the City Municipal Building. On completion of the City Municipal Building, the cost of grounds maintenance/snow removal associated with shared exterior facilities such as parking lots, bio retention pond, and green space may then be split proportionally based on Each Party's use or some other methodology deemed acceptable to Both Parties.

ARTICLE VI
(Additions, Improvements, and Alterations)

All additions, improvements, and alterations requested by the Guard, shall be made in accordance with Special Provision 8 of the Land Lease.

ARTICLE VII
(Damage to Property)

Both parties shall be financially responsible for any damages to the Premises which resulted from their particular party's use. The City, KMB, Guard, and the employees and agents of All Parties shall not be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, as amended.

ARTICLE VIII
(Insurance and Indemnification)

1. To extent permitted by the Kansas Tort Claims Act (K.S.A. 75-6101 et seq. hereinafter "KTCA") or as provided in this agreement, Both Parties shall indemnify and hold harmless the Other Party, its officers, directors, employees, agents, representatives, guests and invitees from and against all claims, damages, losses, liabilities, fines, penalties, costs and expenses arising out of, relating to or resulting from:

1.1. Their own occupancy and or use of the Premises;

1.2. Any breach of this Memorandum of Agreement and/or the City of Wichita/Kansas Military Board Land Lease Agreement by either Party;

1.3. Any leak, spill or other release or disposal of or exposure to (A) any goods while being transported or delivered by either Party or (B) any other materials, substances or chemicals that Either Party or any of its independent contractors bring onto the leased premises;

1.4. And/or the acts, omissions, negligence or willful misconduct of any persons used or employed directly or indirectly by Either Party or their independent contractors.

2. Subject to the KTCA or any limitations on liability therein, the indemnification obligations under this Subparagraph, are not limited in any way by the limits of any insurance coverage or limitation on the amount or type of damages, compensation or benefits payable by, for or to Either Party, any independent contractor, or any other person under any insurance policy, workers' compensation acts, disability acts or other employee benefit acts.

3. Any property of Either Party damaged or destroyed by the Other Party, incident to that Party's use and occupation of Premises, shall be promptly repaired or replaced to the satisfaction of the Party incurring said damages, and the cost of those repairs shall be fully apportioned to the Party causing said damages in accordance with the terms of this agreement.

ARTICLE IX
(Fiscal Obligations)

This agreement is neither a fiscal nor a funds obligation document. All acquisition activities shall be performed subject to availability of funds by the Guard and the City of Wichita. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement.

ARTICLE X
(Relationship of the Parties)

Nothing in this Agreement is intended, or shall be deemed, to create any agency authority for Either Party to act for the Other Party.

ARTICLE XI
(Applicable Law)

This Agreement shall be construed under the laws of the State of Kansas. The parties agree that any action related to this contract shall be instituted and prosecuted in Sedgwick County, Kansas.

ARTICLE XII
(Entire Agreement)

This instrument and the accompanying Lease embody the entire Agreement between the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement and the accompanying Lease between the Parties. These documents supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Beginning on this date, the Agreement will endure as long as the Lease agreement is in effect.

ARTICLE XIII
(Modification of Agreement and Dispute Resolution)

1. Any modification of this Agreement shall be binding only if evidenced in writing signed by an authorized representative of Each Party. If any term, covenant, condition, or provision of this Agreement or the accompanying Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

2. An elevation process to resolve any dispute between the Parties regarding a particular practice or activity is in place and consists of first attempting to resolve the dispute with the responsible Office. In the event that there is no resolution by these offices, the dispute may be elevated by either Party to the City Manager of Wichita or The Adjutant General of Kansas.

3. The Parties shall schedule periodic meetings to review progress and identify opportunities for advancing the principles of this MOA.

4. Modifications to the scope of this MOA shall be made by mutual consent of the Parties, through issuance of a written modification, signed and dated by both Parties, prior to any changes.

ARTICLE XIV
(Notices)

1. All notices, demands, or requests from one party to the other may be personally delivered or sent by mail (certified or registered, postage prepaid, return receipt requested) to the addresses stated in this Article XV and shall be deemed to have been given at the time of delivery.

2. Address for correspondence from the KMB or Guard to City

City of Wichita
455 North Main Street
Attn: City Manager
Wichita, KS 67202.

3. Address for Correspondence from the City to KMB or Guard

Adjutant Generals Department
2800 SW Topeka Blvd.
Attn: Director of Facilities and Engineering
Topeka, KS 66611

This MOA is executed as of the last date signed below and expires no later than 31 December 2107.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal

City of Wichita, Kansas

Mayor — Date

ATTEST:

City Clerk — Date

APPROVED:

City Attorney — Date

State of Kansas, Kansas Military Board

23 Nov 09

Chairman, Kansas Military Board — Date

Kansan National Guard:

23 Nov 09

The Adjutant General of Kansas — Date

APPROVED:

23 Nov 09

Staff Judge Advocate, Kansas — Date

Second Reading Ordinances for December 1, 2009 (first read on November 17, 2009)

Public Hearing and Issuance of Taxable Industrial Revenue Bonds, Spirit AeroSystems, Inc. (District III)

ORDINANCE NO. 48 -563

An ordinance approving and authorizing the execution of a lease agreement between Spirit Aerosystems, inc. and the city of Wichita, Kansas; approving and authorizing the execution of an indenture of trust between said city and the Bank of New York Mellon Trust Company, N.A.; pledging certain payments under said lease agreement and moneys and securities held by the trustee under the terms of said indenture of trust; authorizing and directing the issuance of Industrial Revenue Bonds series VI, 2009 (Spirit Aerosystems, Inc. Project) of said city in the principal amount of $17,500,000 for the purpose of providing funds for the acquisition, construction, reconstruction and improvement of certain industrial and manufacturing facilities of Spirit Aerosystems, Inc., A Delaware Corporation, in Sedgwick County, Kansas; designating the trustee and the paying agent for said bonds; authorizing the sale of said bonds and the execution of a bond purchase agreement therefor; approving and authorizing the execution of an administrative service fee agreement; and authorizing the execution and delivery of certain related instruments.

Second Reading Ordinances for December 1, 2009 (first read on November 24, 2009)

ZON2009 00031- City zone change from SF-5 Single-family Residential ("SF-5") to TF-3 Two-family residential ("TF-3"); generally located north of 37th Street North 1/3 mile west of Maize Road, 10932 West 37th Street North. (District V)

ORDINANCE NO. 48-564

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.